

09-21-2010



EET
Y

SEP 21 2010

To the Director of the U. S. Patent & Trademark Office

103607288

and documents or the new address(es) below.

1. Name of conveying party(ies):

Cold Jet, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Ohio

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 17, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Huntington Capital Investment Company

Internal

Address: _____

Street Address: 41 South High Street, 8th Floor

City: Columbus

State: Ohio

Country: USA Zip: 43215

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Ohio

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

85/078,276

B. Trademark Registration No.(s)

1,567,977; 1,589,735; 1,585,326; 3,191,802; 3,191,803

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura L. Hult, Esq.

Internal Address: Schottenstein, Zox & Dunn Co., L.P.A.

Street Address: 250 West Street

City: Columbus

State: Ohio Zip: 43215-2538

Phone Number: (614) 462-1109

Fax Number: (614) 222-3470

Email Address: lhult@szd.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/21/2010 01:18:01 RL 00000004 800/8276
 01 10:00:01 40.00 UF
 Deposit Account Number _____ 125.00 UF
 Authorized User Name _____

9. Signature:

Signature

September 17, 2010

Date

Laura L. Hult
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A STANDBY AND SUBORDINATION AGREEMENT DATED AS OF SEPTEMBER 17, 2010, IN FAVOR OF THE HUNTINGTON NATIONAL BANK TO WHICH REFERENCE IS HEREBY MADE, RESTRICTING THE RIGHTS OF THE MAKER OR DRAWER, AND OF ANY HOLDER, WITH RESPECT TO PAYMENTS ON ACCOUNT OF THE PRINCIPAL AND INTEREST HEREOF.

SECURITY AGREEMENT PATENTS AND TRADEMARKS

DEBTOR:

**COLD JET, LLC,
an Ohio limited liability company
455 Wards Corner Road, Suite 100
Loveland, OH 45140**

COLD JET, LLC, a limited liability company organized under the laws of the State of Ohio (hereinafter referred to as "Debtor"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, pledges and assigns to **THE HUNTINGTON CAPITAL INVESTMENT COMPANY** (hereinafter referred to as "Lender"), a security interest in the following property, whether Debtor's interest therein as owner, co-owner, lessee, consignee, secured party or otherwise be now owned or existing or hereafter arising or acquired, and wherever located, together with all substitutions, replacements, additions and accessions therefor or thereto, all negotiable documents relating thereto, all products thereof and all cash and non-cash proceeds thereof including, but not limited to, notes, drafts, checks, instruments, insurance proceeds, indemnity proceeds, warranty and guaranty proceeds and proceeds arising in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the following property by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority):

- (a) all patents, patent applications and patentable inventions of Debtor, including but not limited to those set forth in **Exhibit 1**, and (i) the invention and improvements described and claimed therein; (ii) any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (iii) all rights to income, royalties, profits, awards, damages or other rights relating to said patents, applications or inventions including the right to sue for past, present or future infringement; and (iv) any other rights and benefits relating to said patents, applications, or inventions ("Patents");
- (b) all trademarks, trademark registrations and trademark applications and the goodwill underlying those trademarks of Debtor, including but not limited to those set forth in **Exhibit 2** and (i) any similar marks or amendments,

modifications and renewals thereof and the goodwill represented by those trademarks thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (ii) all rights to income, royalties, profits, damages, or other rights relating to said trademarks including the right to sue for past, present or future infringement; and

- (c) any other rights and benefits relating to said trademarks including any rights as a licensor of said trademark ("Trademarks").

(All of the foregoing, including Patents and Trademarks, hereinafter sometimes called the "Collateral.")

The security interest hereby granted is to secure the prompt and full payment and complete performance of all Obligations of Debtor to Lender. The word "Obligation" is used in its most comprehensive sense and includes, without limitation, all indebtedness, debts and liabilities (including principal, interest, late charges, collection costs, attorney fees and the like) of Debtor to Lender, whether now existing or hereafter arising, either created by Debtor alone or together with another or others, primary or secondary, secured or unsecured, absolute or contingent, liquidated or unliquidated, direct or indirect, whether evidenced by note, draft, application for letter of credit or otherwise, and any and all renewals of or substitutes therefor, including all indebtedness owed by Debtor to Lender in connection with extensions of credit of even date in the aggregate amount of \$2,000,000 pursuant to that certain Senior Subordinated Note Purchase Agreement by and among Debtor, Lender, and Cold Jet Technologies, LLC of even date herewith (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement").

It is Debtor's express intention that the continuing security interest granted hereby shall extend to all present and future Obligations of Debtor to Lender, whether or not such Obligations are reduced or extinguished and thereafter increased or reincurred, whether or not such Obligations are related to the indebtedness identified above by class, type or kind and whether or not such Obligations are specifically contemplated as of the date hereof. The absence of any reference to this Agreement in any documents, instruments or agreements evidencing or relating to any Obligation secured hereby shall not limit or be construed to limit the scope or applicability of this Agreement.

1. **GENERAL COVENANTS.** Debtor represents, warrants and covenants as follows:

- (a) Except for such claims and interest, if any, shown in the schedule set forth at the end of this Agreement or in any schedule attached hereto and signed by both the Debtor and Lender, with respect to the security interest granted hereby: (i) Debtor is, or as to Collateral arising or to be acquired after the date hereof, shall be, the sole owner of the Collateral free from any interests; and (ii) no security agreement, financing statement, equivalent security or lien instrument or continuation statement covering any of the Collateral is on file or of record in any public office.
- (b) Debtor shall not create, permit or suffer to exist, and shall take such action as is necessary to remove, any claim to or interest in or lien or encumbrance upon the

Collateral, other than those, if any, shown in the schedule set forth at the end of this Agreement or in any schedule attached hereto and signed by both Debtor and Lender or those being contested by Debtor in accordance with Section 2(h) hereof, and Debtor shall defend the right, title and interest of Lender in and to the Collateral against all claims and demands of all persons and entities at any time claiming the same or any interest therein.

- (c) Debtor's principal place of business and chief executive office/residence is located at the address set forth at the beginning of this Agreement; Debtor has or has had no other place of business, chief executive office or residence within the prior five (5) years except as shown in the schedule set forth at the end of this Agreement or except as shown in any schedule attached hereto and signed by both Debtor and Lender; and, unless Lender consents in writing to a change in the location of Debtor's records concerning the Collateral prior to such a change in location, Debtor's records concerning the Collateral shall be kept at that address or at the locations set forth in such schedules.
- (d) At least thirty (30) days prior to the occurrence of any of the following events, Debtor shall deliver to the loan officer who is handling Debtor's Obligations on behalf of Lender written notice of such impending events: (i) a change in Debtor's principal place of business, chief executive office and/or residence; (ii) the opening or closing of any place of business; or (iii) a change in Debtor's name, identity, corporate structure or state of organization.
- (e) Debtor shall provide Lender written quarterly reports informing Lender of (i) the status of all Patents and Trademarks subject to this Agreement including any new patents, patent applications, trademark registrations, trademark registrations, trademark applications or related licenses; and (ii) any actions taken by Debtor pursuant to this Agreement. Subject to any limitation stated therein or in connection therewith, all information furnished by Debtor concerning the Collateral or otherwise in connection with the Obligations, is or shall be at the time is furnished, accurate, correct and complete in all material respects.
- (f) The Collateral is and shall be used primarily for business purposes.
- (g) Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio, with all necessary power and authority to own and operate its assets and to conduct its business as is now done.
- (h) (i) the execution and delivery of this Agreement and the granting of the security interests hereunder is in good faith and without any actual intent by Debtor to hinder, delay or defraud any creditors of Debtor; (ii) Debtor has received more than reasonably equivalent value and fair consideration in exchange for the obligations of Debtor under this Agreement and the security interests granted hereunder by virtue of Lender's extension of the Obligations; and (iii) Debtor is not, as of the date of the execution and delivery of this Agreement, insolvent and Debtor is currently paying its debts as the same become due and payable.

- (i) Debtor has the full right and authority to make and enter into this Agreement and to grant the security interests herein free of any lien or encumbrance (except as shown in the schedule set forth at the end of this Agreement or except as shown in any schedule attached hereto and signed by both Debtor and Lender) without the consent of any other person or entity, and the execution, delivery and performance of this Agreement will not constitute a default, nor a condition or state of facts that with the passage of time or giving of notice or both would constitute a default, under any agreement, indenture or other instrument to which Debtor is a party or by which Debtor or its respective properties or assets are bound.

2. PRESERVATION AND DISPOSITION OF COLLATERAL.

(a) Except for such claims and interests, if any, shown in the schedule set forth at the end of this Agreement or in any schedule attached hereto and signed by both Debtor and Lender, Debtor shall keep the Collateral free from any and all liens, security interests, encumbrances, claims and interests. Debtor shall advise Lender promptly, in writing and in reasonable detail, (i) of any material encumbrance upon or claim asserted against any of the Collateral; (ii) of any material change in the composition of the Collateral; and (iii) of the occurrence of any other event that would have a material effect upon the aggregate value of the Collateral or upon the security interest of Lender.

(b) Debtor shall not cease the use of any Patent or Trademark or take any action or fail to take any action which will result in the cancellation or expiration of any of the Patents or Trademark registrations covered by this Security Agreement without the prior written agreement of the Lender.

(c) Debtor shall not sell or otherwise dispose of the Collateral; provided, however, that until default, Debtor may use the Collateral subject to the terms or conditions of any policy of insurance thereon.

(d) Debtor shall take all actions necessary to properly maintain and renew all Patents and registrations for Trademarks which are or may become subject to this Agreement for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said Patents or registrations for Trademarks (including the filing of a declaration of incontestability under §15 of the United States Trademark Act where possible) which may be necessary or appropriate under applicable law.

(e) Debtor shall file new applications to register and protect under applicable law all patentable inventions or Trademarks acquired by Debtor but for which applications have not previously been filed or to take all other actions necessary to cause Patents and registrations for Trademarks to be issued as a result of said applications.

(f) Debtor shall protect all Patents and Trademarks from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Patents and Trademarks from claims of infringement, unfair competition or damage including the defense or any legal actions making such claims.

(g) Debtor shall not use the Collateral in violation of any statute, ordinance, regulation, rule, decree or order.

(h) Debtor shall pay promptly when due all taxes, assessments, charges or levies upon the Collateral or in respect to the income or profits therefrom, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings; (ii) such proceedings do not involve any danger of sale, forfeiture or loss of any Collateral or any interest therein; and (iii) such charge is adequately reserved against in accordance with generally accepted accounting principles.

(i) At its option subject to the provisions of Section 2(h) hereof, Lender may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral.

Debtor agrees to reimburse Lender upon demand for any payment made or any expense incurred (including reasonable attorneys' fees) by Lender pursuant to the foregoing authorization. Should Debtor fail to pay said sum to Lender upon demand, interest shall accrue thereon from the date of demand until paid in full, at the highest rate set forth in any document or instrument evidencing any of the Obligations.

(j) Upon Lender's request at any time or times, Debtor shall assign and deliver to Lender any Collateral and shall furnish to Lender additional collateral of value and character satisfactory to Lender as security for the Obligations.

3. **EXTENSIONS AND COMPROMISES.** With respect to any collateral held by Lender as security for the Obligations, including the Collateral described in this Agreement, Debtor assents to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of any such collateral, to the addition or release of any party primarily or secondarily liable, to the acceptance of partial payments thereon and to the settlement, compromise or adjustment thereof, all in such manner and at such time or times as Lender may deem advisable. Lender shall have no duty as to the collection or protection of Collateral or any income therefrom, nor as to the preservation of rights against prior parties, nor as to the preservation of any right pertaining thereto, beyond the safe custody of Collateral in the possession of Lender.

4. **FINANCING STATEMENTS.** Debtor authorizes Lender to deliver and file one or more financing statements in a form satisfactory to Lender and Debtor shall pay the cost of filing the same in all public offices wherever filing is deemed by Lender to be necessary or desirable. A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.

5. **LENDER'S APPOINTMENT AS ATTORNEY-IN-FACT.** Debtor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as Debtor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in Lender's own name, from time to time in Lender's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be

necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby grants to Lender the power and right, on behalf of Debtor, without notice to or assent by Debtor:

- (a) To execute, file and record all such financing statements, certificates of title and other certificates of registration and operation and similar documents and instruments, as Lender may deem necessary or desirable to protect, perfect or validate Lender's security interest in the Collateral.
- (b) Upon the occurrence and continuance of any event of default under paragraph 6 hereof, (i) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to protect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (ii) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (iii) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate, and generally to sell, transfer, pledge make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option and Debtor's expense, at any time or from time to time, all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

The powers conferred upon Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon Lender to exercise such powers. Lender shall be accountable only for amounts that Lender actually receives as a result of the exercise of such powers and neither Lender nor any of its officers, directors, employees, or agents, shall be responsible to Debtor for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

6. DEFAULT. If any event of default in the payment or performance of the Obligations secured by this Agreement or the performance of any covenant contained herein shall occur and be continuing beyond any applicable grace period; or if any warranty, representation, if any default or event of default (as such terms are defined therein) occurs and be continuing beyond any applicable grace period under the Purchase Agreement or any Related Document (as defined in the Purchase Agreement); statement made or furnished to Lender by Debtor proves to have been false in any material respect when made or furnished; or if Lender shall for any reason deem itself insecure as to the Debtor's ability to pay the Loan (a "Default"):

- (a) Lender may, at its option and without notice, declare the unpaid balance of any or all of the Obligations immediately due and payable and this Agreement and any or all of the Obligations in Default.

- (b) All payments received by Debtor under or in connection with any of the Collateral shall be held by Debtor in trust for Lender, shall be segregated from other funds of Debtor and shall forthwith upon receipt by Debtor be turned over to Lender in the same form as received by Debtor (duly endorsed by Debtor to Lender, if required). Any and all such payments so received by Lender (whether from Debtor or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter be applied in whole or part by Lender against, all or any part of the Obligations in such order as Lender may elect. Any balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive same. Nothing set forth in this subparagraph (b) shall authorize or be construed to authorize Debtor to sell or otherwise dispose of any Collateral.
- (c) Lender shall have the rights and remedies of a secured party under this Agreement, under any other instrument or agreement securing, evidencing or relating to the Obligations and under the laws of the United States or of the State of Ohio. Without limiting the generality of the foregoing, Lender shall have the right to take possession of the Collateral and all books and records relating to the Collateral and for that purpose Lender may enter upon any premises on which the Collateral or books and records relating to the Collateral or any part thereof may be situated and remove the same therefrom. Debtor expressly agrees that Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notices specified below of time and place of public sale or disposition or time after which a private sale or disposition is to occur) to or upon Debtor or any other person or entity (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or sell or otherwise dispose of and deliver the Collateral (or contract to do so), or any part thereof, at public or private sale or sales, at any of Lender's offices or elsewhere at such prices as Lender may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole part of the Collateral so sold, free of any right or equity of redemption in Debtor. Debtor further agrees, at Lender's request, to assemble the Collateral and to make it available to Lender at such places as Lender may reasonably select, whether at Debtor's premises or elsewhere.

Debtor further agrees to allow Lender to use or occupy Debtor's premises, without charge, for the purpose of effecting Lender's remedies in respect of the Collateral. Lender shall apply the net proceeds of such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any or all of the Collateral or in any way relating to the rights of Lender hereunder, including reasonable attorneys' fees and legal expenses, to the payment in whole or in part of the Obligations, in such order as Lender may elect, and only after so paying over such net proceeds and after payment by Lender of any other amount required by any provision of law, including the Uniform Commercial Code, need Lender account for the

surplus, if any, to Debtor. To the extent permitted by applicable law, Debtor waives all claims, damages and demands against Lender arising out of the repossession, retention, sale or disposition of the Collateral except claims, damages or demands arising out of Lender's gross negligence or willful misconduct. Debtor agrees that Lender need not give more than ten (10) days' notice (which notification shall be deemed given when mailed, postage prepaid, addressed to Debtor at Debtor's address set forth at the beginning of this Agreement, or when telecopied or telegraphed to that address or when telephoned or otherwise communicated orally to Debtor or any agent of Debtor at that address) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled. Debtor shall also be liable for the costs of collecting any of the Obligations or otherwise enforcing the terms thereof or of this Agreement including reasonable attorneys' fees.

7. **GENERAL.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Lender shall not be deemed to have waived any of its rights hereunder or under any other agreement, instrument or paper signed by Debtor unless such waiver be in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. All of Lender's rights and remedies, whether evidenced hereby or by any other agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently. Any written demand upon or written notice to Debtor shall be effective three (3) days following the date when deposited in the mails addressed to Debtor as certified mail, postage prepaid, at the address shown at the beginning of this Agreement. This Agreement and all rights and obligations hereunder including matters of construction, validity and performance, shall be governed by the law of the State of Ohio. The provisions hereof shall, as the case may require, bind or inure to the benefit of, the respective heirs, successors, legal representatives and assigns of Debtor and Lender.

SCHEDULE OF ADDITIONAL PLACES OF BUSINESS*

9370 Seventh Street, Unit E, Rancho Cucamonga, California 91730

1727 Industrial Road, Unit 1, Cambridge Ontario, N3H 5G7 Canada

Dellestraat 55, B-3550 Heusden-Zolder, Belgium

Zum Niesenberg 2, D-54595 Weinsheim, Germany

Domingo Trevino 127-2, Monterrey, Nuevo Leon, Mexico 64650

5105 River Valley Road, Milford, Ohio 45150

*(Include all places of business, residences and locations of Collateral within prior five (5) years.)

SCHEDULE OF ADDITIONAL CLAIMS AND INTERESTS

Senior lien in favor of HNB

SUPPLEMENTAL SCHEDULE OF COLLATERAL

[Signature appears on the following page]

IN WITNESS WHEREOF, Debtor has signed this Agreement this 17th day of September, 2010.

DEBTOR:

COLD JET, LLC,
an Ohio limited liability company

BY: 

Eugene L. Cooke, III, President

*Signature Page to
HCIC Patent and Trademark
Security Agreement*

TRADEMARK
REEL: 004282 FRAME: 0328

EXHIBIT 1
PATENTS AND PATENT APPLICATIONS

PATENTS

Patent No.	Title	Country	Issue Date	Expiration Date
5,301,509	METHOD AND APPARATUS FOR PRODUCING CARBON DIOXIDE PELLETS	U.S.	04/12/1994	07/08/2012
5,473,903	METHOD AND APPARATUS FOR PRODUCING CARBON DIOXIDE PELLETS	U.S.	12/12/1995	12/12/2012
5,520,572	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	U.S.	05/28/1996	07/01/2014
0768934	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	BE	10/24/2001	06/28/2015
2,194,194	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	CA	06/03/2003	06/28/2015
69523455	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	DE	10/24/2001	06/28/2015
2164771	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	ES	10/24/2001	06/28/2015
0768934	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	FR	10/24/2001	06/28/2015
0768934	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	GB	10/24/2001	06/28/2015
0768934	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	IT	10/24/2001	06/28/2015
3694318	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	JP	07/01/2005	06/28/2015
199429	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	MX	11/08/2000	06/28/2015

Patent No.	Title	Country	Issue Date	Expiration Date
0768934	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	NL	10/24/2001	06/28/2015
0768934	APPARATUS FOR PRODUCING AND BLASTING SUBLIMABLE GRANULES ON DEMAND	SE	10/24/2001	06/28/2015
5,571,335	METHOD FOR REMOVAL OF SURFACE COATINGS	U.S.	11/05/1996	12/29/2013
5,660,580	NOZZLE FOR CRYOGENIC PARTICLE BLAST SYSTEM	U.S.	08/26/1997	02/28/2015
2925331	NOZZLE FOR CRYOGENIC PARTICLE BLAST SYSTEM	JP	05/07/1999	02/27/2016
5,795,214	THRUST BALANCED TURN BASE FOR THE NOZZLE ASSEMBLY OF AN ABRASIVE MEDIA BLASTING SYSTEM	U.S.	08/18/1998	03/07/2017
6,042,458	TURN BASE FOR ENTRAINED PARTICLE FLOW	U.S.	03/28/2000	09/18/2017
6,346,035	GENERATION OF AN AIRSTREAM WITH SUBLIMABLE SOLID PARTICLES	U.S.	02/12/2002	12/24/2018
6,447,377	DRY ICE BLASTING GUN WITH ADJUSTABLE HANDLE	U.S.	09/10/2002	10/12/2021
6,524,172	PARTICLE BLAST APPARATUS	U.S.	02/25/2003	09/25/2020
6,726,549	PARTICLE BLAST APPARATUS	U.S.	04/27/2004	09/08/2020
241585	PARTICLE BLAST APPARATUS	MX	10/27/2006	09/06/2021
NI-201228	PARTICLE BLAST APPARATUS	TW	05/11/2004	09/07/2021
6,695,679	ENABLEMENT OF SELECTION OF GAS/DRY ICE RATIOS WITHIN AN ALLOWABLE RANGE, AND DYNAMIC MAINTENANCE OF THE RATIO IN A BLASTING SYSTEM	U.S.	02/24/2004	08/02/2022
6,695,685	LOW FLOW RATE NOZZLE SYSTEM FOR DRY ICE BLASTING	U.S.	02/24/2004	08/02/2022
6,739,529	NON-METALLIC PARTICLE BLASTING NOZZLE WITH STATIC FIELD DISSIPATION	U.S.	05/25/2004	08/16/2019

{H1996517.3 }

Ex. 1-2

TRADEMARK
REEL: 004282 FRAME: 0330

Patent No.	Title	Country	Issue Date	Expiration Date
6,824,450	APPARATUS TO PROVIDE DRY ICE IN DIFFERENT PARTICLE SIZES TO AN AIRSTREAM FOR CLEANING OF SURFACES	U.S.	11/30/2004	09/28/2021
I296956	PARTICLE BLAST SYSTEM WITH SYNCHRONIZED FEEDER AND PARTICLE GENERATOR	TW	05/21/2008	03/10/2026
7,112,120	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	U.S.	09/26/2006	08/08/2023
I277487	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	TW	04/17/2002	04/16/2023
1494836	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	BE	11/26/2008	04/01/2023
1494836	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	FR	11/26/2008	04/01/2023
1494836	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	DE	11/26/2008	04/01/2023
1494836	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	IT	11/26/2008	04/01/2023
1494836	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	NL	11/26/2008	04/01/2023
1494836	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	ES	11/26/2008	04/01/2023
1494836	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	UK	11/26/2008	04/01/2023
4511197	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	JP	05/14/2010	04/01/2023
264628	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	MX	02/17/2009	04/01/2023
562165	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	NZ	09/10/2009	04/01/2023

{H1996517.3 }

Ex. 1-3

TRADEMARK
REEL: 004282 FRAME: 0331

PATENT APPLICATIONS

Application/Serial No.	Title	Country	Filing Date
10/811,788	PARTICLE BLAST APPARATUS	U.S.	03/29/2004
2,422,186	PARTICLE BLAST APPARATUS	CA	09/06/2001
2002-524675	PARTICLE BLAST APPARATUS	JP	09/06/2001
PA/a/2006/012522	PARTICLE BLAST APPARATUS	MX	09/06/2001
PA/a/2006/012523	PARTICLE BLAST APPARATUS	MX	10/27/2006
PA/a/2006/012524	PARTICLE BLAST APPARATUS	MX	10/27/2006
2,484,912	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	CA	04/01/2003
7016670/2004	FEEDER ASSEMBLY FOR PARTICLE BLAST SYSTEM	KR	04/01/2003
11/853,194	PARTICLE BLAST SYSTEM WITH SYNCHRONIZED FEEDER AND PARTICLE GENERATOR	U.S.	09/11/2007
07/09201	PARTICLE BLAST CLEANING APPARATUS WITH PRESSURIZED CONTAINER	MX	01/31/2006
11/344,583	PARTICLE BLAST CLEANING APPARATUS WITH PRESSURIZED CONTAINER	U.S.	01/31/2006
12/121,356	PARTICLE BLASTING METHOD AND APPARATUS THEREFOR	U.S.	05/15/2008
12/348,645	BLAST NOZZLE WITH BLAST MEDIA FRAGMENTER	U.S.	01/05/2009

EXHIBIT 2

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARKS

Trademark	Goods/Services	Country Name	Registration Number	Status
COLD JET	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing; equipment for manufacture of dry ice media used in particle blast cleaning machines	Canada	TMA751,043	Registered
COLD JET	Particle blast cleaning machines	Taiwan	597189	Registered
COLD JET & Design	Particle blast cleaning machines	Taiwan	597123	Registered
COLD JET	Particle blast cleaning machines, nozzles for particle blast cleaning machines and parts for all the foregoing, CO ₂ dry ice pelletizers	Mexico	635156	Registered
COLD JET	Particle blast cleaning machines, nozzles for particle blast cleaning machines and parts for all the foregoing	United States of America	1,567,977	Registered
COLD JET	Particle blast cleaning machines and constitutive component parts including nozzles (part of the machine)	France	1.728.616	Registered
COLD JET	Particle blast cleaning machines, nozzles for particle blast cleaning machines and parts for all the foregoing	Germany	2051112	Registered
COLD JET	Particle blast cleaning machines, nozzles for particle blast cleaning machines and parts for all the foregoing	Italy	912867	Registered
COLD JET & Design	Particle blast cleaning machines, nozzles for particle blast cleaning machines and parts for all the foregoing, CO ₂ dry ice pelletizers	Mexico	635155	Registered
COLD JET & Design	Particle blast cleaning machines, nozzles for particle blast cleaning machines and parts for all the foregoing	United States of America	1,589,735	Registered
THE FORCE OF NATURE (Stylized)	Particle blast cleaning machines, nozzles for particle blast cleaning machines and parts for all the foregoing, CO ₂ dry ice pelletizers	Mexico	635154	Registered

THE FORCE OF NATURE (Stylized)	Particle blast cleaning machines, nozzles for particle blast cleaning machines and parts for all the foregoing,	United States of America	1,585,326	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	AU	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	AT	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	BX	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	BG	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast machines and parts for all the foregoing	CA	TMA710,97 9	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	CY	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	CZ	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	DK	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	EE	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	FI	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	FR	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	DE	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	GR	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	HU	883432	Registered

(H1996517.3)

Ex. 2-2

TRADEMARK
REEL: 004282 FRAME: 0334

I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	Int' Reg. – Madrid Agreement/ Protocol	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	IE	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	IT	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	KP	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	LI	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	MX	769730	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	MC	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	PT	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	RO	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	SK	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	SL	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	ES	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	SE	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	CH	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	TR	883432	Registered

{#1996517.3 }

Ex. 2-3

I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	UK	883432	Registered
I3	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	United States of America	3,191,802	Registered
I3 MICROCLEA N	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing and other metalworking machines and tools	Japan	5154641	Registered
I3 MICROCLEA N	Particle blast cleaning machines; nozzles for particle blast cleaning machines	TW	1222774	Registered
I3 MICROCLEA N	Particle blast cleaning machines; nozzles for particle blast cleaning machines and parts for all the foregoing	United States of America	3,191,803	Registered

TRADEMARK APPLICATIONS

Trademark	Goods/Services	Country Name	Serial Number	Filing Date
COLD JET	Particle blast cleaning machines; nozzles for particle blast cleaning machines; agricultural machines; hair clipping machines for animals; woodworking machines; papermaking machines; printing machines; spinning machines; dyeing machines; tea making machines; food preparation machines, electromechanical; brewing machines; tobacco processing machines; leather-working machines; sewing machines; bicycle assembling machines; potters' wheels; engraving machines; batteries engine; cord making machines; porcelain enamel manufacturing machines; bulb making machines; wrapping machines; coalball tool; kitchen machines, electric; washing machines; pharmacy processing machines; embossing machines; glass working machines; fertilizer facility; electromechanical machines for chemical industry; mineworking	CN	5864620	January 23, 2007

{#1996517.3 }

Ex. 2-4

machines; converters for steel works; oil refining machines; agitator; lifting apparatus; presses; fodder presses; steam engines; igniting devices for internal combustion engines; hydraulic engines and motors; pin making ware; fastener making machines; metalworking machines; hand-held tools, other than hand-operated; apparatus for static industry; eyeglass slicemachining equipment; gas separating equipment; painting machines; starters for motors and engines; pumps (parts of machines, engines or motors); regulators (parts of machines); welding machines, electric; filtering machines

THE FORCE
OF NATURE
(Stylized)

Particle blast cleaning machines; nozzles for particle blast cleaning machines; agricultural machines; hair clipping machines for animals; woodworking machines; papermaking machines; printing machines; spinning machines; dyeing machines; tea making machines; food preparation machines, electromechanical; brewing machines; tobacco processing machines; leather-working machines; sewing machines; bicycle assembling machines; potters' wheels; engraving machines; batteries engine; cord making machines; porcelain enamel manufacturing machines; bulb making machines; wrapping machines; coalball tool; kitchen machines, electric; washing machines; pharmacy processing machines; embossing machines; glass working machines; fertilizer facility; electromechanical machines for chemical industry; mineworking machines; converters for steel works; oil refining machines; agitator; lifting apparatus; presses; fodder presses; steam engines; igniting devices for internal combustion engines; hydraulic engines and motors; pin making ware; fastener making machines;

CN

5864618

January 23,
2007

metalworking machines; hand-held tools, other than hand-operated; apparatus for static industry; eyeglass slicemachining equipment; gas separating equipment; painting machines; starters for motors and engines; pumps (parts of machines, engines or motors); regulators (parts of machines); welding machines, electric; filtering machines

COOL BLAST On-line electronic newsletters delivered by email in the field of dry ice production machinery uses, innovations, products and maintenance and dry ice blasting machinery uses, innovations, products and maintenance

United States of America

85/078,276 July 6, 2010