

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EOS Climate, Inc.		04/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cargill, Incorporated		
Street Address:	9350 Excelsior Blvd		
City:	Hopkins		
State/Country:	MINNESOTA		
Postal Code:	55341		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77579062	EOS CLIMATE	
Serial Number:	85132519	EOS CLIMATE	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-766-6911		
Email:	scarlson@faegre.com		
Correspondent Name:	Susan Carlson		
Address Line 1:	90 South 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
Signature:	/e/ Susan Carlson		
Date:	05/11/2011		
Total Attachments: 7			

OP \$65.00 77579062

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**TRADEMARK
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of April 29, 2011, by and between EOS CLIMATE, INC., a Delaware corporation (the “**Debtor**”), and CARGILL, INCOPORATED, a Delaware corporation (the “**Secured Party**”).

Pursuant to a Credit Agreement dated as of April 8, 2011, by and between the Debtor and the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Secured Party has agreed, upon the satisfaction of certain conditions specified therein, to make advances to the Debtor.

Pursuant to a Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of April 8, 2011, the Debtor has granted the Secured Party a security interest in substantially all of the Debtor’s property to secure various obligations of the Debtor, including the obligations arising under the Credit Agreement.

Pursuant to the Security Agreement, the Debtor is required to execute and deliver this Agreement to the Secured Party.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. **Definitions.** Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Specified Trademark**” means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

“**Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) All Trademarks, including the Specified Trademarks.
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks.
- (iv) All present and future license agreements with respect to the Trademarks.
- (v) All proceeds of any and all of the foregoing;

2. **Grant of Security Interest.** In order to secure the payment and performance of the Debtor's Obligations under the Credit Agreement, the Debtor hereby confirms and acknowledges that it has created and granted to the Secured Party (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably create and grant) a security interest, with power of sale to the extent permitted by law, in the Trademark Collateral.

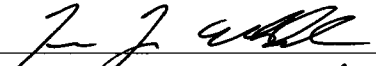
3. **Representations and Warranties.** The Debtor represents and warrants that it owns each of the Specified Trademarks, free and clear of any lien, pledge, security interest or other charge or encumbrance of any kind whatsoever, except for those liens set forth on Schedule B, attached hereto.

4. **General Rights and Obligations.** Except as expressly set forth herein, the rights and obligations of the Debtor and the Secured Party with respect to the Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

Signature pages follow

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

EOS CLIMATE, INC.

By: 
Name: JOE J. MADDEN
Title: CEO

STATE OF CA)
COUNTY OF Santa Cruz)

The foregoing instrument was acknowledged before me this 29 day of April, 2011, by _____, the _____ of EOS Climate, Inc., a Delaware corporation, on behalf of such corporation.

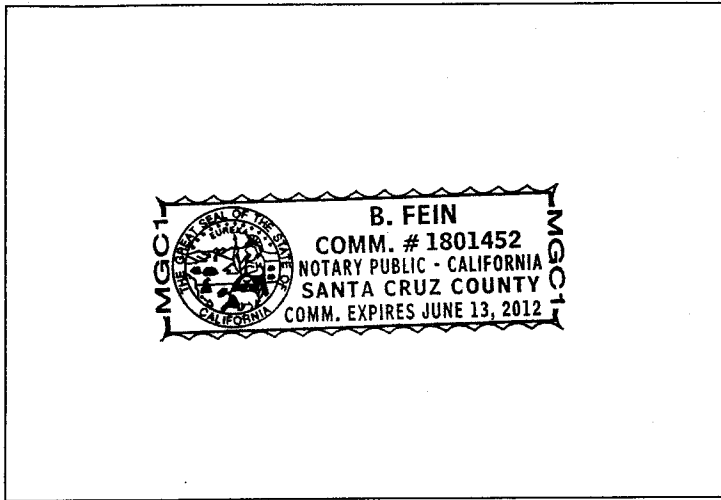
Notary Public
See Attached

Notary Public

California All-Purpose Acknowledgement

State of California }
County of Santa Cruz

On April 29, 2011 before me, Brandon Fein, a Notary Public
personally appeared Joseph J. Madden



Notary Public Seal

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (with handwritten signature)

OPTIONAL

Description of Attached Document

Title or Type of Document: Trademark Security Agreement

Document Date: 4/29/11 Number of Pages: 6

Signer(s) Other than Named Above:

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1 (empty box)

- Individual
Corporate Officer:
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing:

Thumbprint of Signer 2 (empty box)

- Individual
Corporate Officer:
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

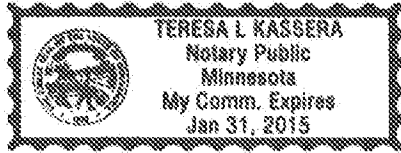
Signer is Representing:

CARGILL, INCORPORATED

By: *Marc T Mortl*
Name: Marc T. Mortl
Title: Credit Manager, Authorized Signatory

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 29th day of April, 2011, by Marc Mortl, a Credit Manager of Cargill, Incorporated, a Delaware corporation, on behalf of such corporation.



Teresa L. Kassera
Notary Public

TRADEMARKS AND TRADEMARK APPLICATIONS

United States – Federal

Trademark Serial Number	Trademark Registration Number	Date of Filing	Date of Registration
77579062	N/A	9-25-2008	N/A
85132519	N/A	9-17-2010	N/A

Foreign

Country	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Canada	1 518 805	N/A	3/11/2011	N/A

Schedule B

PERMITTED LIENS

Debtor	Secured Party	Collateral
EOS Climate, Inc.	Firelake Investors Fund II, LP and Firelake Strategic Technology Fund II, LP	All Assets