

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
Envirocooler, LLC		03/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital, Ltd., as agent		
Street Address:	2 Bethesda Metro Center		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2972144	AIR-LOCK	
Registration Number:	3513553	AIR-LOCKER	
Registration Number:	2972145	BIOSPHERE	
Registration Number:	2972143	CONVECTION-ENGINE	
Registration Number:	2949321	CRYOSPHERE	
Registration Number:	2044159	ENVIROCOOLER	
Registration Number:	2371417	ICE-LOCKER	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		

CH \$190.00 2972144

Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	7274-33
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	03/26/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 12 day of March, 2012, by ENVIROCOOLER, LLC, a Delaware limited liability company ("Grantor"), in favor of American Capital, Ltd., in its capacity as Agent for the Purchasers party to the Third Amended and Restated Note Purchase Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Lifoam Industries, LLC, one or more of its affiliates, Grantee and the purchasers identified therein are parties to a certain Third Amended and Restated Note Purchase Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Third Amended and Restated Note Purchase Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Purchasers;

WHEREAS, pursuant to the terms of a certain Subordinated Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Purchasers, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Third Amended and Restated Note Purchase Agreement and Collateral Agreement. The Third Amended and Restated Note Purchase Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Purchasers, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising (but, in each case, excluding Excluded Property):

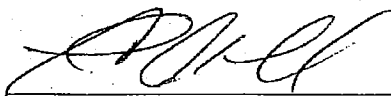
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


ENVIROCOOLER, LLC

By: 
Name: Chris Keller
Its: Secretary

[Signature Page to Envirocooler, LLC Trademark Security Agreement]

Agreed and Accepted as of the date
first written above

AMERICAN CAPITAL, LTD.,
as Agent

By: 
Name: _____
Title: Duly Authorized Signatory

[Signature Page to Envirocooler, LLC Trademark Security Agreement]

SCHEDULE 1

REGISTERED TRADEMARKS

Owner	Mark	Registration Number	Serial Number	Registration Date
Envirocooler, LLC	AIR-LOCK	2972144	76540958	7/19/2005
Envirocooler, LLC	AIR-LOCKER	3513553	77210886	10/7/2008
Envirocooler, LLC	BIOSPHERE	2972145	76540963	7/19/2005
Envirocooler, LLC	CONVECTION-ENGINE	2972143	76540957	7/19/2005
Envirocooler, LLC	CRYOSPHERE	2949321	76554413	5/10/2005
Envirocooler, LLC	ENVIROCOOLER [stylized]	2044159	74537679	3/11/1997
Envirocooler, LLC	ICE-LOCKER	2371417	75264909	7/25/2000

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Applied
N/A	N/A	N/A