

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Purcell Systems, Inc.		08/24/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Wells Fargo Bank, National Association		
Street Address:	1300 SW 5th Avenue, 14th Floor		
Internal Address:	MAC-P6101-144		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97201		
Entity Type:	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	3975682	ISOCOOL	
Registration Number:	3802235	PURCELL	
Registration Number:	4061002	SMARTSITE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	5037782200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(503) 778-2137		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Lisa M. Davis c/o Lane Powell PC		
Address Line 1:	601 SW 2nd Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	122084.12		
NAME OF SUBMITTER:	Lisa M. Davis		

OP \$90.00 3975682

Signature:	/lisa m davis/
Date:	08/24/2012
Total Attachments: 4 source=Amendment to Intellectual Property Security Agmt#page1.tif source=Amendment to Intellectual Property Security Agmt#page2.tif source=Amendment to Intellectual Property Security Agmt#page3.tif source=Amendment to Intellectual Property Security Agmt#page4.tif	

## AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Amendment**") is entered into as of this 24th day of August, 2012, by and among Purcell Systems, Inc., a Delaware corporation (the "**Pledgor**"), and Wells Fargo Bank, National Association (the "**Bank**").

Pledgor and Bank, entered into a Credit Agreement dated on or about June 15, 2009 (as amended from time to time prior to the date hereof, the "**Existing Credit Agreement**"), setting forth the terms on which the Bank would make certain loans to, or other financial accommodations for the benefit of, the Pledgor.

In connection with the transactions contemplated under the terms of the Existing Credit Agreement, Pledgor executed and delivered that certain General Pledge Agreement on or around June 15, 2009 (as amended, restated or otherwise modified from time to time, the "**Pledge Agreement**"), wherein Pledgor pledged certain assets to Bank.

On or about August 24, 2012, Pledgor and Bank entered into an amended and restated Credit and Security Agreement (as may be amended from time to time, the "**Credit Agreement**") that amends and restates the terms of the Existing Credit Agreement and provides that all collateral securing the Existing Credit Agreement shall continue to secure the Credit Agreement.

ACCORDINGLY, in consideration of the loans and other financial accommodations made and to be made by the Bank for the benefit of the Pledgor on the terms and conditions set forth in the Credit Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor and Bank hereby agree as follows:

1. Amendment to Schedule 1. Schedule 1 is hereby deleted and replaced in its entirety with the Schedule 1 attached hereto.
2. Indebtedness Secured. Pledgor hereby confirms, agrees and acknowledges that all references to the "Indebtedness" defined in the Pledge Agreement include all amounts owing now or in the future under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).
3. Reaffirmation. Pledgor reaffirms all liens, pledges, and security interests granted in the Pledge Agreement, which liens, pledges and security interests secure all amounts owing under the Credit Agreement and the other Loan Documents. Pledgor hereby (a) agrees that this Amendment shall not limit or diminish the obligations of Pledgor under the Pledge Agreement, (b) reaffirms its obligations under such document, and (c) agrees that such document remains in full force and effect as amended hereby and is hereby ratified and confirmed.
4. Representations and Warranties. Pledgor hereby remakes all representations and warranties contained in the Pledge Agreement and reaffirms all covenants set forth in such

agreement. Pledgor further certifies that as of the date of this Amendment there exists no Event of Default as defined in the Pledge Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.

5. Status of Amendment. Except as specifically provided herein, all terms and conditions of the Pledge Agreement remain in full force and effect, without waiver or modification. All terms defined in the Credit Agreement shall have the same meaning when used in this Amendment. The Pledge Agreement, as amended hereby, and the Credit Agreement, shall be read together as one document. In the event of any conflict between the Credit Agreement and the Pledge Agreement, as amended hereby, the terms of the Credit Agreement shall control. The Pledge Agreement as amended hereby shall constitute a "Loan Document" under the terms of the Credit Agreement.

6. Fax; Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which, together, shall constitute one and the same original. Delivery of an executed counterpart of this Amendment by electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement as of the date first set forth above.

PURCELL SYSTEMS, INC.

By: Paul M. Brown

Name: Paul Brown

Its: Vice President and Chief Financial Officer

AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004849 FRAME: 0286**

## SCHEDULE 1

### Trademarks

Trademark	Registration Number	Registration Date	Expiration Date
Fanatical Service	3,497,103	9/2/08	
FLEXSURE	3,534,172	11/18/08	
ISOCOOL	3,975,682	6/7/11	
Purcell	3,802,235	6/15/10	
Purcell Systems and Design	3,534,170	11/18/2008	
Purcell Systems (word)	78/878,747		
RAC	3,537,126	11/25/2008	
SiteFlex	3,534,173	11/18/2008	
SMARTSITE	4,061,002	11/22/2011	
Purcell	IR-1031353	4/2/2011	CTM Grant of protection

### Patents

Patent Application	Application/Serial Number	Application Date
Heat Exchanger Frame apparatus and Method of Assembly	13/267,281	10/6/2011