

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
CROSSPOINT SOLUTIONS, LLC		03/01/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	300 N. Meridian Street		
Internal Address:	Suite 1600		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3770917	CLIMACAB	
Registration Number:	3432208	CLIMACAB	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	317-237-0300		
Email:	tanya.fishero@bakerd.com		
Correspondent Name:	Tanya Fishero		
Address Line 1:	300 N. Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	SA-WELLS FARGO TM		
NAME OF SUBMITTER:	Louis T. Perry		

CH \$65.00 3770917

Signature:	/Louis T. Perry/
Date:	05/09/2013
Total Attachments: 7 source=Patent and TM Security Agreement Wells Fargo#page1.tif source=Patent and TM Security Agreement Wells Fargo#page2.tif source=Patent and TM Security Agreement Wells Fargo#page3.tif source=Patent and TM Security Agreement Wells Fargo#page4.tif source=Patent and TM Security Agreement Wells Fargo#page5.tif source=Patent and TM Security Agreement Wells Fargo#page6.tif source=Patent and TM Security Agreement Wells Fargo#page7.tif	

PATENT AND TRADEMARK
SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2013, by CROSSPOINT SOLUTIONS, LLC, an Indiana limited liability company ("Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Lender").

WITNESSETH:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Patent Collateral and the Trademark Collateral;

WHEREAS, Cummins Crosspoint, LLC ("Borrower") and Lender are parties to that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") pursuant to which, among other things, Lender makes certain financial accommodations to Borrower (the "Loans").

WHEREAS, Grantor guaranteed the Loans pursuant to a Subsidiary Guaranty executed as of even date herewith in favor of Lender (the "Guaranty") and executed a Pledge and Security Agreement, dated as of even date herewith, in favor of Lender (the "Security Agreement") pursuant to which Grantor granted to Lender, a security interest in all of Grantor's right, title and interest in and to the Collateral to secure the Guaranteed Obligations (as that term is defined in the Guaranty).

WHEREAS, it is a condition precedent for the extension of credit under the Credit Agreement that, among other things: the Grantor execute this Patent and Trademark Security Agreement in order to grant a security interest in favor of Lender to secure the Guaranteed Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Guaranteed Obligations for the benefit of Lender and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all Patents owned by Grantor, including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all Trademarks owned by Grantor, including those referred to on Schedule II hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral and the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CROSSPOINT SOLUTIONS, LLC

By: 

Name: R. David Smitson

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: David W. O'Neal

Title: Senior Vice President


IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CROSSPOINT SOLUTIONS, LLC

By: _____
Name: R. David Smitson
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

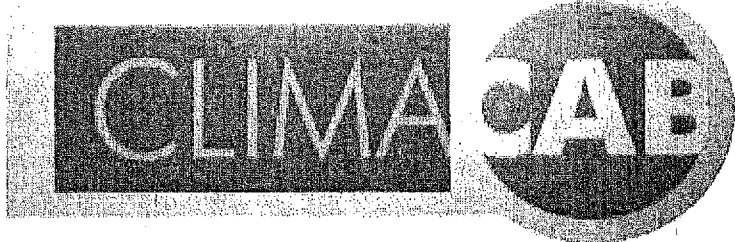
WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  _____
Name: David W. O'Neal
Title: Senior Vice President

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT
PATENT REGISTRATIONS

<u>Patient No./ Application No.</u>	<u>Title</u>	<u>Filing Date</u>
U.S. 8,030,880	Truck HVAC – Battery Management System	04/25/2008
U.S. 7,893,559	Protection Device for Power Circuit (Chopper Circuit)	02/25/2009
U.S. 7,797,958	Truck HVAC System	11/15/2006
U.S. 7,615,896	Integrated Permanent Magnet Motor and Blower	10/27/2006
U.S. 5,507,340	Multiple circuit cross-feed refrigerant evaporator for static solutions	05/19/1995
U.S. 5,237,832	Combined marine refrigerating and air conditioning system using thermal storage	06/11/1992
U.S. 11/812,239	HVAC Air Distribution System	06/15/2007
U.S. 11/892,021	Environmental Control and Power System (ECAPS)	08/17/2007
U.S. 12/216,175	Truck Heating System	06/30/2008
U.S. 12/320,213	Integrated Truck HVAC System	01/21/2009
U.S. 12/320,372	ECAPS Update	01/23/2009
U.S. 12/382,195	Solar Powered HVAC System	03/10/2009
U.S. 12/382,565	Truck HVAC Update – Data Logging	03/18/2009
U.S. 12/591,902	Variable Speedy Air Compressing System	12/03/2009
U.S. 12/659,704	Waste Heat – Phase Change Heating System	03/17/2010

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Trademark</u>	<u>Registration Date</u>
U.S. 3,770,917	 The logo consists of the word "CLIMA" in a white, sans-serif font inside a dark rectangular box, followed by the word "CAB" in a white, sans-serif font inside a dark circular shape.	April 6, 2010
U.S. 3,432,208	CLIMACAB	May 20, 2008