

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
IHEATER, LLC		03/08/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3654284	IHEATER
Serial Number:	85802152	IHEATER MINI
Serial Number:	85802150	IHEATER MID
Serial Number:	85802149	IHEATER MICRO
Serial Number:	85802147	IHEATER MAX
Serial Number:	85802146	COMFORTCORE
Serial Number:	85802141	ADVANCING COMFORT
Serial Number:	85802139	REALM

CORRESPONDENCE DATA

Fax Number: 9193541278
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 919-314-3086

CH \$215.00 3654284

Email: loandocsdept@square1bank.com
Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	06/24/2013

Total Attachments: 6
source=iHeater LLC - Intellectual Property Security Agreement#page1.tif
source=iHeater LLC - Intellectual Property Security Agreement#page2.tif
source=iHeater LLC - Intellectual Property Security Agreement#page3.tif
source=iHeater LLC - Intellectual Property Security Agreement#page4.tif
source=iHeater LLC - Intellectual Property Security Agreement#page5.tif
source=iHeater LLC - Intellectual Property Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 8, 2013 by and between **SQUARE 1 BANK** ("*Bank*") and **iHEATER, LLC**, a Delaware limited liability company ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

780 Fifth Avenue, Suite 120
King of Prussia, PA 19406

THEATER, LLC

By: 
Richard T. Hebert, President

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

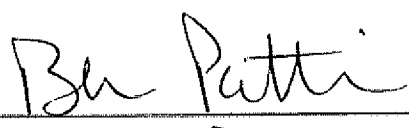
By: 
Title: AVP

EXHIBIT A
COPYRIGHTS

NONE

EXHIBIT B

PATENTS

U.S. Patents Pending

<u>Date Filed</u>	<u>Application Number</u>	<u>Title</u>
January 25, 2010	29/354,478	Heater
June 6, 2010	29/363,438	Heater (red vent)
June 5, 2012	61/655,955	Electrical Air Conditioning Device
June 5, 2012	29/423,832	Electric Heater
June 5, 2012	29/423,836	Electric Heater
November 14, 2012	29/437,237	Window Fan
November 14, 2012	29/437,245	Tower Fan
November 14, 2012	61/726,547	Expandable Window Fan
November 14, 2012	61/726,549	Multi-Tower Fan

EXHIBIT C
TRADEMARKS

United States Trademarks and Trademark Applications

<u>Trademark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IHEATER	3,654,284	July 14, 2009
IHEATER MINI	85/802,152	December 13, 2012
IHEATER MID	85/802,150	December 13, 2012
IHEATER MICRO	85/802,149	December 13, 2012
IHEATER MAX	85/802,147	December 13, 2012
COMFORTCORE	85/802,146	December 13, 2012
ADVANCING COMFORT	85/802,141	December 13, 2012
REALM & Design	85/802,139	December 13, 2012

Canadian Trademark

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
IHEATER	TMA783338	November 25, 2010