

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBAL COOLING, INC.		11/13/2017	Corporation:
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87343740		
Serial Number:	87343652		
Serial Number:	87343577	STIRLING ULTRACOLD	
Serial Number:	76695899	G GLOBAL COOLING INC.	
Serial Number:	75263068	GLOBAL COOLING	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLAS NANCE-EPD/		
DATE SIGNED:	11/21/2017		

CH \$140.00 87343740

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 13, 2017 by and between **PACIFIC WESTERN BANK** ("**Bank**"), and **GLOBAL COOLING, INC.**, a Delaware corporation (the "**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and Global Cooling B.V., a Dutch private limited liability company and wholly owned subsidiary of Grantor ("**GCBV**") (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and GCBV 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 Collateral (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.

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.

This Intellectual Property Security Agreement shall bind and inure to the benefit of the respective successors and permitted assigns under the Loan Agreement of each of the parties and shall bind all persons who become bound as a debtor to the Loan Agreement.

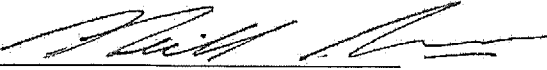
All amendments to or terminations of this Intellectual Property Security Agreement must be in writing and signed by both parties; provided however, that the Grantor may update the Exhibits hereto from time to time to reflect additional Patents, Copyrights or Trademarks. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original.

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

GLOBAL COOLING, INC.


By: 

Name: NEILL LANE

Title: PRESIDENT

BANK

PACIFIC WESTERN BANK

By: 

Name: DHURUV PATEL

Title: VP

EXHIBIT A
COPYRIGHTS

None.

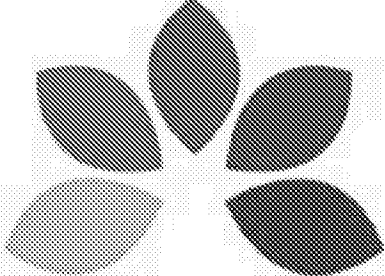
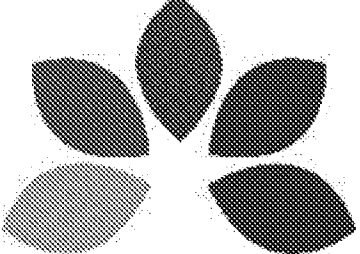
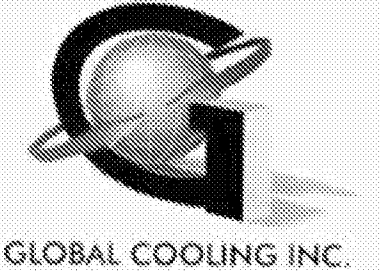
EXHIBIT B

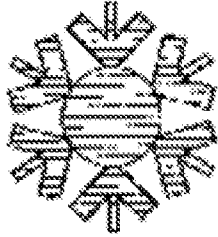
PATENTS

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Application/Issue Date</u>
ENERGY EFFICIENT BIOLOGICAL FREEZER WITH VIAL MANAGEMENT SYSTEM	US 9,587,873 B2	3/7/2017
METHOD FOR USE IN CONTROLLING FREE PISTON STIRLING COOLERS AND HEAT PUMPS DRIVEN BY A LINEAD ALTERNATOR	US 8,952,635 B2	2/10/2015
FREE-PISTON STIRLING MACHINE IN AN OPPOSED PISTON GAMMA CONFIGURATION HAVING IMPROVED STABILITY, EFFICIENCY AND CONTROL	US 8,752,375 B2	6/17/2014
LUBRICANT FREE, REDUCED MASS, FREE-PISTON, STIRLING MACHINE HAVING RECIPROCATING PISTON DRIVINGLY LINKED TO ROTARY ELECTROMAGNETIC TRANSDUCER MOVING IN ROTATIONAL OSCILLATION	US 8,713,934 B2	5/6/2014
GAMMA TYPE FREEPISTON STIRLING MACHINE CONFIGURATION	US 8,671,677 B2	3/18/2014
BEARING SUPPORT SYSTEM FOR FREEPISTON STIRLING MACHINES	US 8,615,993 B2	12/31/2013
VEHICLE STORAGE LNG SYSTEMS	Application: 13/927,538	6/26/2013
PASSIVE VACUUM RELIEF VALVE FOR ULTRA-LOW TEMPERATURE FREEZERS	Application: 13/953,815	6/30/2013
DOOR LATCH WITH OPENING AND CLOSING MECHANICAL ADVANTAGE	Application: 15/089,810	4/4/2016
ENERGY EFFICIENT BIOLOGICAL FREEZER WITH VIAL MANAGEMENT SYSTEM	Application: 15/351,846	11/15/2016
VEHICLE STORAGE LNG SYSTEMS	Application: 15/609,376	5/31/2017
COOLED AIR ENVIRONMENT FOR AIR CONDITIONERS	Application: 07/572,031	8/23/1990

ENERGY EFFICIENT BIOLOGICAL FREEZER WITH VIAL MANAGEMENT SYSTEM	Application: 15/352,906	11/16/2016
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Exhibit C
TRADEMARKS

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/ Application Date</u>
	5285535/87343740	Reg. Date 09/12/2017 Filed 02/21/17
	5285528/87343652	Reg. Date 09/12/2017 Filed 02/21/2017
<p align="center">STIRLING ULTRACOLD</p>	87343577	Reg. Date 11/07/2017 Filed 02/21/2017
	3836425/76695899	Reg. Date 08/24/2010 Filed 02/20/2009

 <p data-bbox="240 478 529 537">Global Cooling</p>	2161718/75263068	Reg. Date 06/02/1998 Filed 03/24/1997
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