# OP \$65.00 87343577

ETAS ID: TM615486

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Global Cooling, Inc.		12/16/2020	Corporation: DELAWARE
Global Cooling B.V.		12/16/2020	Private Limited Liability Company: NETHERLANDS

#### **RECEIVING PARTY DATA**

Name:	MidCap Business Credit LLC	
Street Address:	443 South Main Street	
City:	West Hartford	
State/Country: CONNECTICUT		
Postal Code: 06110		
Entity Type: Limited Liability Company: TEXAS		

#### **PROPERTY NUMBERS Total: 2**

Property Type Number		Word Mark
Serial Number:	87343577	STIRLING ULTRACOLD
Registration Number:	2161718	GLOBAL COOLING

#### **CORRESPONDENCE DATA**

**Fax Number:** 6173453299

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.

**Phone:** 6173453000

**Email:** trademarks@burnslev.com

Correspondent Name: Deborah J. Peckham, Burns & Levinson LPP

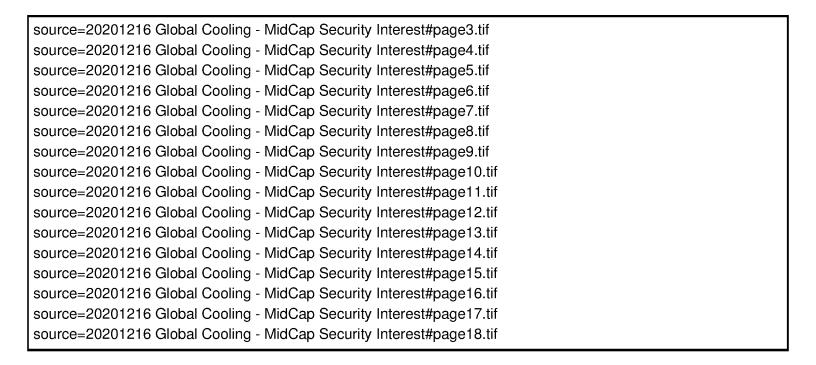
Address Line 1: 125 High Street

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	48974.00020	
NAME OF SUBMITTER:	Deborah J Peckham	
SIGNATURE:	/Deborah J Peckham/	
DATE SIGNED:	12/18/2020	

**Total Attachments: 18** 

source=20201216 Global Cooling - MidCap Security Interest#page1.tif source=20201216 Global Cooling - MidCap Security Interest#page2.tif



#### PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of December 16, 2020, is made by and among Global Cooling, Inc., a Delaware corporation and and Global Cooling B.V., a Dutch private limited liability company, each having an address at 6000 Poston Road, Athens, OH 45701 (each individually, jointly, severally, collectively, together with its permitted successors and assigns, the "Debtor"), and MidCap Business Credit LLC, a Texas limited liability company (the "Secured Party"), having a business location at 433 South Main Street, West Hartford, Connecticut 06110.

#### Recitals

The Debtor and the Secured Party are parties to a Loan and Security Agreement (All Assets) of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. <u>Definitions</u>. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"<u>Trademarks</u>" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,

- (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.
- 2. <u>Security Interest</u>. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "<u>Security Interest</u>") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.
- 3. <u>Representations, Warranties and Agreements</u>. The Debtor represents, warrants and agrees as follows:
  - (a) **Existence**; **Authority.** The Debtor is a corporation or limited liability company, duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary organizational action on the part of the Debtor.
  - (b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.
  - controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that <a href="Exhibit B">Exhibit B</a> need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the business(es) of the Debtor or any affiliate (as such term is defined in the Loan Agreement and hereinafter referred to as "Affiliate"). If after the date hereof, the Debtor owns or controls any Trademarks not listed on <a href="Exhibit B">Exhibit B</a> (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if <a href="Exhibit B">Exhibit B</a> ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the

Secured Party with a replacement <u>Exhibit B</u>, which upon acceptance by the Secured Party shall become part of this Agreement.

- (d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.
- (e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
- (f) No Sale. Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.
- (g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.
- (h) Maintenance. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.
- (i) Secured Party's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h),

immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

- (j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.
- (k) Power of Attorney. To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.
- 4. <u>Debtor's Use of the Patents and Trademarks</u>. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.
- 5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall exist; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the

representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

- 6. <u>Remedies.</u> While an Event of Default exists, subject to the terms of Section 3(i) to the extent applicable, the Secured Party may, at its option, take any or all of the following actions:
  - (a) The Secured Party may exercise any or all remedies available under the Loan Agreement.
  - (b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
  - (c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.
- 7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement or any financing statement signed by the Debtor may be transmitted by facsimile machine or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. Any party delivering an executed counterpart of this Agreement or any financing statement signed by the Debtor by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof. This Agreement shall be governed by the internal law of the State of Connecticut without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful

or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

[CONTINUED ON THE FOLLOWING PAGE]

# THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:
GLOBAL COOLING, INC., a Delaware corporation  By:  Name: Phillip Reynolds  Title: Secretary and CFO
GLOBAL COOLING, B.V., a Dutch limited company  By: Name: David Berchowitz  Title: Director
SECURED PARTY: MIDCAP BUSINESS CREDIT LLC
By: Name: Steven A. Samson

Title: President

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By:
Name: Phillip Reynolds
Title: Secretary and CFO
GLOBAL COOLING, B.V., a Dutch limited company
By:
Name: David Berchowitz
Title: Director
SECURED PARTY:
MIDCAP BUSINESS CREDIT LLC
By:

Title: President

# EXHIBIT A

# **UNITED STATES ISSUED PATENTS**

Patent Number	Filing Date	Issue Date	Title
6,483,207	5/23/2001	11/19/2002	Auto-Centering Linear Motor
6,901,845	10/18/2002	6/7/2005	Porous Restrictor for Gas Bearings
6,907,730	6/17/2002	6/21/2005	Displacer and Seal Assembly for Stirling Cycle Machin
7,075,292	12/7/2004	7/11/2006	Method & Apparatus for Determining & Controlling Piston Position in A Free Piston Machine
7,692,339	2/5/2008	4/6/2010	Stirling Cycle Engine
8,671,677	7/1/2010	3/18/2014	Gamma Type Free-Piston Stirling Machine Configuration
8,752,375	8/16/2011	6/17/2004	Free-Piston Machine in an Opposed Piston Gamma Configuration Having Improved Stability, Efficiency ar Control
10,718,558	12/11/2017	7/21/2020	Independent Auxiliary Thermosiphon for Inexpensively Extending Active Cooling to Additional Freezer Interio Walls
10,775,091	4/2/2018	9/15/2020	Energy Efficient Biological Freezer with Vial Managen System
8,952,635	10/9/2012	2/10/2015	Method for Use in Controlling Free Piston Stirling Coo and Heat Pumps Driven by a Linear Alternator
8,011,183	7/25/2008	9/6/2011	Resonant Stator Balancing of Free-Piston Machine Coupled to Linear Motor or Alternator
6,549,408	11/16/2001	4/15/2003	CPU Cooling Device Using Thermosiphon
6,550,255	3/21/2001	4/22/2003	Stirling Refrigeration System with a Thermosiphon Heat Exchanger
7,055,321	5/6/2005	6/6/2006	Suspension Mechanism for Stirling Cycle Engine
7,073,567	8/1/2002	7/11/2006	Condenser, Evaporator and Cooling Device
10,544,978	11/15/2016	1/28/2020	Energy Efficient Biological Freezer with Vial Managen System
7,171,811	9/29/2005	2/6/2007	Multiple-Cylinder, Free Piston, Alpha Configured Stirli Engines & Heat Pumps with Stepped Pistons
9587873	2/27/2013	3/7/2017	Energy Efficient Biological Freezer with Vial Managen System
6,701,721	2/1/2003	3/9/2004	Stirling Engine Driven Heat Pump with Fluid Interconnection

4844-6053-9860.1

10,329,822	4/4/2016	6/25/2019	Door Latch with Opening and Closing Mechanical Advantage
8,713,934	10/28/2010	5/6/2014	Lubricant Free, Reduced Mass, Free-Piston, Stirling Machine Having Reciprocating Piston Drivingly Linked to Rotary Electromagnetic Transducer Moving in Rotational Oscillation
6,422,025	3/31/2001	7/23/2002	Vibrationally Isolated Stirling Cooler Refrigeration System
8,615,993	08/31/2010	12/31/2013	Bearing Support System for Free-Piston Stirling Machines

# UNITED STATES PROVISIONAL PATENT APPLICATIONS

Country	App No Filing Date	Title
US	60/345,472	Porous Restrictor for Gas Bearings
	10/19/01	
US	61/241,081	Bearing Support System for Free-Piston Stirling Machines
	9/10/09	
US	60/954,824	Resonant Stator Balancing of Free-Piston Machine Coupled to
	8/9/07	Linear Motor or Alternator
US	61/545,615	Method for Use in Controlling Free Piston Stirling Coolers and
	40/14/44	Heat Pumps Driven by a Linear Alternator
Fro	10/11/11	
US	61/677,528	Passive vacuum relief valve for ultra-low temperature freezers
	7/31/12	
US	60/717,319	Multiple-Cylinder, Free Piston, Alpha Configured Stirling
	9/15/05	Engines and Heat Pumps with Stepped Pistons
US	61/255,525	Lubricant Free, Reduced Mass, Free-Piston, Stirling Machine
		Having Reciprocating Piston Drivingly Linked to Rotary
	10/28/09	Electromagnetic Transducer Moving in Rotational Oscillation
US	61/616,021	Energy Efficient Biological Freezer with Vial Management
	3/27/12	System
US	61/674,588	Vehicle and Storage LNG System
00	011017,000	venicle and storage trive system
	7/23/12	

# FOREIGN ISSUED PATENTS

P10210295-1  8/9/2011  CN100376779C  10/8/2005  CN102667248B  4/28/2012  ZL201780013553.2  3/1/2020	Porous Restrictor for Gas Bearings  Stirling Engine Driven Heat Pump with Fluid Interconnection  Lubricant Free, Reduced Mass, Free-Piston, Stirling Machine Having Reciprocating Piston Drivingly Linked to Rotary Electromagnetic Transducer Moving in Rotational Oscillation  Door Latch with Opening and Closing Mechanical Advantage
CN100376779C 10/8/2005 CN102667248B 4/28/2012 ZL201780013553.2 3/1/2020	Lubricant Free, Reduced Mass, Free-Piston, Stirling Machine Having Reciprocating Piston Drivingly Linked to Rotary Electromagnetic Transducer Moving in Rotational Oscillation
10/8/2005 CN102667248B 4/28/2012 ZL201780013553.2 3/1/2020	Lubricant Free, Reduced Mass, Free-Piston, Stirling Machine Having Reciprocating Piston Drivingly Linked to Rotary Electromagnetic Transducer Moving in Rotational Oscillation
CN102667248B 4/28/2012 ZL201780013553.2 3/1/2020	Having Reciprocating Piston Drivingly Linked to Rotary Electromagnetic Transducer Moving in Rotational Oscillation
3/1/2020	Door Latch with Opening and Closing Mechanical Advantage
71 02012520 0	
ZL02812539.8	Thermosiphon Evaporator/ Condenser Assembly
8/1/2002	FIGURE SPRONG EVAPORATOR CONDENSE ASSEMBLY
ZL10064868.9	Suspension Mechanism for Stirling Cycle Engine
4/8/2005	Suspension Mechanism for Suring Cycle Engine
ZL200610154041.1	Multiple-Cylinder, Free Piston, Alpha Configured Stirling Engines
2/2012	& Heat Pumps with Stepped Pistons
101387240B	Resonant Stator Balancing of Free-Piston Machine Coupled to Linear Motor or Alternator, Inventor D. Berchowitz.
5/8/2013	Linear Motor of Alternator, Inventor D. Berchowitz.
103890365 B	Free-Piston Machine in an Opposed Piston Gamma Configuration
1/6/2016	Having Improved Stability, Efficiency and Control
CN 102472166 A	Gamma Type Free-Piston Stirling Machine Configuration
5/23/2012	- JP
ZL 02 8 10518.4	Auto-Centering Linear Motor
	5/8/2013 103890365 B 1/6/2016 CN 102472166 A 5/23/2012

GCI	China	ZL 02816511.X 12/13/2006	Regenerator, and Heat Regenerative System for Fluidized Gas Using the Regenerator
GCI	China	ZL02811967.3 5/10/2006	Displacer and Seal Assembly for Stirling Cycle Machines
GCI	China	ZL02819435.7 12/6/2006	Porous Restrictor for Gas Bearings
GCI	China	ZL10129409.4 7/12/2005	Method & Apparatus for Determining & Controlling Piston Position in A Free Piston Machine
GCI	China	ZL200810213624.6 6/2/10	Stirling Cycle Engine
GCI	Europe	EP 1 592 875 B1 6/7/2006	Stirling Engine Driven Heat Pump with Fluid Interconnection
GCI	Europe	1596144 9/28/2011	Suspension Mechanism for Stirling Cycle Engine
GCI	Europe	2002796355 1/11/2006	Regenerator, and Heat Regenerative System for Fluidized Gas Using the Regenerator
GCI	Germany	102008041076.4 11/27/2019	Resonant Stator Balancing of Free-Piston Machine Coupled to Linear Motor or Alternator
GCI	Germany	102 97 119 7/5/2007	Thermosiphon Evaporator/ Condenser Assembly
GCI	Germany	102 006 043 250.9	Multiple-Cylinder, Free Piston, Alpha Configured Stirling Engines & Heat Pumps with Stepped Pistons
GCI	Germany	DE603.05. 982.T2 6/7/2006	Stirling Engine Driven Heat Pump with Fluid Interconnection
GCI	Germany	10 2008 041 180 5/4/2016	Stirling Cycle Engine
GCI	Germany	102 96 964.7-13	Displacer and Seal Assembly for Stirling Cycle Machines

		6/4/2006	
GCI	Germany	11 2010 003 623	Bearing Support System for Free-Piston Stirling Machines
		11/14/2019	
GCI	Germany	11 2010 004 335	Gamma Type Free-Piston Stirling Machine Configuration
		11/14/2019	
GCI	Germany	60208714T2	Regenerator, and Heat Regenerative System for Fluidized Gas Using the Regenerator
		4/6/2006	
GCI	Germany	DE 102 97 347 B4	Porous Restrictor for Gas Bearings
		3/26/2009	
GCI	Hong Kong	HK1066264	Thermosiphon Evaporator/ Condenser Assembly
		7/17/2009	
GCI	India	1236/DEL/2005	Suspension Mechanism for Stirling Cycle Engine
		5/13/2005	Suspension vicenament for Suring Cycle Engine
GCI	Japan	3749651	Porous Restrictor for Gas Bearings
		12/9/2005	
GCI	Japan	3855225	Casing for Free Piston Stirling Device
		9/22/2006	
GCI	Japan	3879099	Stacked Fin Heat Exchanger for Stirling
		11/17/2006	
GCI	Japan	4012376	Displacer and Seal Assembly for Stirling Cycle Machines
		9/14/2007	
GCI	Japan	4151886	Thermosiphon Evaporator/ Condenser Assembly
		9/17/2008	
GCI	Japan	4352459	Suspension Mechanism for Stirling Cycle Engine
		8/7/2009	
GCI	Japan	4,469,124	Auto-Centering Linear Motor
		4/26/2010	

GCI	Japan	4542532 7/2/2010	Multiple-Cylinder, Free Piston, Alpha Configured Stirling Engines & Heat Pumps with Stepped Pistons
GCI	Japan	4580268 7/30/2010	Method & Apparatus for Determining & Controlling Piston Position in A Free Piston Machine
GCI	Japan	4976625	Low Friction Compliant Seal
GCI	Japan	3/13/2012 5038820	Stirling Cycle Engine
GCI	Japan	7/13/2012 5039244	Gamma Type Free-Piston Stirling Machine Configuration
		6/12/2012	
GCI	Japan	5717746 5/13/2015	Lubricant Free, Reduced Mass, Free-Piston, Stirling Machine Having Reciprocating Piston Drivingly Linked to Rotary Electromagnetic Transducer Moving in Rotational Oscillation
GCI	Japan	5995971 9/2/2016	Free-Piston Machine in an Opposed Piston Gamma Configuration Having Improved Stability, Efficiency and Control
GCI	Japan	6085368	Passive vacuum relief valve for ultra-low temperature freezers
GCI	Japan	2/3/2017 3899079B2	Stirling Engine Driven Heat Pump with Fluid Interconnection
GCI	Japan	1/5/2007 3947441B2 7/18/2013	Engine Driven Heat Pump using Carbon Dioxide and Helium as Working Medium
GCI	Japan	587 1801	Bearing Support System for Free-Piston Stirling Machines
GCI	Japan	1/22/2016 6700416B2 5/27/2020	Door Latch with Opening and Closing Mechanical Advantage
GCI	Korea	1020047002475	Regenerator, and Heat Regenerative System for Fluidized Gas Using the Regenerator
GCI	Korea	10-1679182	Gamma Type Free-Piston Stirling Machine Configuration

		2/7/2012	
GCI	UK	2430238	Multiple-Cylinder, Free Piston, Alpha Configured Stirling Engines & Heat Pumps with Stepped Pistons
		8/9/2006	Contract temps with stepped ristons
GCI	UK	2483585	Gamma Type Free-Piston Stirling Machine Configuration
		7/25/2012	
GCI	UK	GB2451741	Resonant Stator Balancing of Free-Piston Machine Coupled to Linear Motor or Alternator
***************************************	***************************************	1/25/2012	
GCI	UK	GB2494732	Lubricant Free, Reduced Mass, Free-Piston, Stirling Machine Having Reciprocating Piston Drivingly Linked to Rotary
		7/26/2016	Electromagnetic Transducer Moving in Rotational Oscillation

# FOREIGN PATENT APPLICATIONS

Owner	Country	App No Filing Date	Title
GCI	Brazil	PI0209456-8	Displacer and Seal Assembly for Stirling Cycle Machines
		6/17/2002	
GCI	Brazil	PI0503753-0	Method & Apparatus for Determining & Controlling Piston Position in A Free Piston Machine
		9/19/2005	
GCI	Brazil	PI0209915-2	Auto-Centering Linear Motor
		5/20/2002	
GCI	China	ZL201080049744.2	Bearing Support System for Free-Piston Stirling Machines
		4/26/2012	
GCI	Germany	10 2005 041 010 B4	Method & Apparatus for Determining & Controlling Piston Position in A Free Piston Machine
		8/29/2005	
GCI	Germany	PCT/US2010/054437 4/27/2012	Lubricant Free, Reduced Mass, Free-Piston, Stirling Machine Having Reciprocating Piston Drivingly Linked to Rotary Electromagnetic Transducer Moving in Rotational Oscillation
GCI	Japan	1998-311483	Heat Exchanger Manufacturing Method

		10/30/1998	
GCI	Japan	JP2002168547A 4/9/2020	CPU Cooling Device Using Thermosiphon
		4/9/2020	
GCI	Mexico	MXPA03007950A	Stirling Refrigeration System with a Thermosiphon Heat Excher
		3/6/2002	
GCI	UK	GB 2485937	Bearing Support System for Free-Piston Stirling Machines
		9/2/2010	

## EXHIBIT B

# UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

# **REGISTRATIONS:**

COUNTRY	MARK	REG. DATE/ REG. NO.
US	GLOBAL COOLING	6/2/1998 2161718

# **APPLICATIONS:**

# **COLLECTIVE MEMBERSHIP MARKS:**

**UNREGISTERED MARKS:** 

# FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

## **REGISTRATIONS:**

COUNTRY	MARK	REG. DATE/ REG. NO.
Japan	Global Cooling BV	4423431
US	STIRLING ULTRACOLD	8/22/2017 87-343,577
Europe	STIRLING ULTRACOLD	9/7/2017 016392961

# **APPLICATIONS:**

## **COLLECTIVE MEMBERSHIP MARKS:**

**UNREGISTERED MARKS:** 

**RECORDED: 12/18/2020**