

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Field Diagnostic Services, Inc.		08/22/2007	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Hill Investment Partners, L.P.		
<b>Street Address:</b>	40 West Evergreen Avenue		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19118		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75281278	VIRTUAL MECHANIC	
<b>Serial Number:</b>	75281276	ACRX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(610)341-1099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	610-341-1052		
<b>Email:</b>	pbradley@mkbattorneys.com		
<b>Correspondent Name:</b>	Paula T. Bradley, Paralegal		
<b>Address Line 1:</b>	259 N. Radnor-Chester Road, Suite 160		
<b>Address Line 4:</b>	Radnor, PENNSYLVANIA 19087		
<b>NAME OF SUBMITTER:</b>	Paula T. Bradley		
<b>Signature:</b>	/Paula T. Bradley/		
<b>Date:</b>	08/27/2007		

**OP \$65.00 75281278**

Total Attachments: 7

**900085422**

**TRADEMARK  
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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 22, 2007 by and between **BLUE HILL INVESTMENT PARTNERS, L.P.**, a Pennsylvania limited partnership ("Secured Party"), and **FIELD DIAGNOSTIC SERVICES, INC.**, a Pennsylvania corporation ("Grantor").

## RECITALS

**WHEREAS**, concurrently herewith, Grantor and Secured Party are entering into a Securities Purchase Agreement (as amended, restated or otherwise modified from time to time the "Purchase Agreement") pursuant to which, among other things, Grantor is issuing to Secured Party a promissory note in the aggregate principal amount of Four Hundred Thousand Dollars (\$400,000) (as amended, restated or otherwise modified from time to time, the "Note"); and

**WHEREAS**, the obligations of Grantor under the Purchase Agreement, the Note and the other documents and instruments executed and delivered in connection therewith (the "Purchase Documents"), excluding the obligation to pay Royalty Payments and the Exit Payment, as defined in the Purchase Agreement, are secured in accordance with the terms of a Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time the "Security Agreement"); and

**WHEREAS**, its is a condition precedent to Secured Party's performance of its obligations under the Purchase Agreement that Grantor execute this Intellectual Property Security Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of Grantor's obligations under the Purchase Documents and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents, warrants, covenants and agree as follows:

## AGREEMENT

To secure Grantor's obligations under the Purchase Documents and under any other agreement now existing or hereafter arising between the Grantor and Secured Party, but excluding Grantor's obligation to pay Royalty Payments and the Exit Payment, Grantor hereby grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto including, without limitation, all goodwill associated therewith, 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 Secured Party under the Security Agreement, the terms of which are hereby incorporated herein by reference. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement, the Security Agreement and the other Purchase Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Purchase Agreement, the Security Agreement or any of the Purchase 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, the Security Agreement or any of the other Purchase Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Schedules 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.

*[Remainder of Page Left Intentionally Blank]*

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

**Address of Grantor:**

446 Lincoln Highway, Suite 446  
Fairless Hills, PA 19030  
Attn: Michael Bloom

**Grantor:**

**FIELD DIAGNOSTIC SERVICES, INC.**

By:   
Name: TODD ROSSI  
Title: PRESIDENT

**Address of Secured Party:**

40 West Evergreen Avenue  
Philadelphia, PA 19118

**Secured Party:**

**BLUE HILL INVESTMENT PARTNERS,  
L.P.**

**By: Blue Hill Management, LLC  
its general partner**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Address of Grantor:**

446 Lincoln Highway, Suite 446  
Fairless Hills, PA 19030  
Attn: Michael Bloom

**Grantor:**

**FIELD DIAGNOSTIC SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

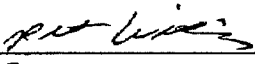
**Address of Secured Party:**

40 West Evergreen Avenue  
Philadelphia, PA 19118

**Secured Party:**

**BLUE HILL INVESTMENT PARTNERS,  
L.P.**

**By: Blue Hill Management, LLC  
its general partner**

By:   
Name: PETER WILLIAMS  
Title: SECRETARY

**SCHEDULE A**  
**COPYRIGHTS**

Copyright  
NONE

Owner

Jurisdiction

Number

## SCHEDULE B

### PATENTS

Patent Name	Assignee	Jurisdiction	Number
Apparatus and method for detecting faults and providing diagnostics in vapor compression cycle equipment	Field Diagnostic Services, Inc.	United States	6,658,373
Estimating operating parameters of vapor compression cycle equipment	Field Diagnostic Services, Inc.	United States	6,701,725
Estimating evaporator airflow in vapor compression cycle cooling equipment	Field Diagnostic Services, Inc.	United States	6,973,793
Apparatus and method for detecting faults and providing diagnostics in vapor compression cycle equipment	Field Diagnostic Services, Inc.	United States	7,079,967
Method for determining refrigeration and airflow verification	Field Diagnostic Services, Inc.	United States	Provisional
Method for evaluating refrigeration cycle performance	Field Diagnostic Services, Inc.	United States	Provisional



**SCHEDULE C**  
**TRADEMARKS**

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
Virtual Mechanic	Field Diagnostic Services, Inc.	United States	75281278
ACRX (ACRx)	Field Diagnostic Services, Inc.	United States	75281276