

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Patent and Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RUSSELL SIGLER, INC.		04/26/2010	CORPORATION: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	55 South Lake Avenue, Suite 900		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	a national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1975795	TEMPERATURE TOUGH DEALER	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	017843-0029		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	04/30/2010		

OP \$40.00 1975795

Total Attachments: 15

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of April 26, 2010, and entered into by and between RUSSELL SIGLER, INC., a New Mexico corporation ("Grantor") and BANK OF AMERICA, N.A., a national banking association, as administrative agent ("Agent") for the financial institutions from time to time party to the Loan Agreement (as defined below) as lenders (collectively, the "Lenders").

RECITALS

Grantor, Agent and the Lenders have entered into that certain Loan and Security Agreement, dated as of the date hereof, among Grantor, the Lenders, Wells Fargo Capital Finance, LLC, as documentation agent and Agent, which is by this reference incorporated into this Agreement as if fully set forth at length herein (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

Pursuant to the Loan Agreement, Grantor has granted to Agent for the benefit of the Secured Parties (as defined in the Loan Agreement) security interests in certain property described in the Loan Agreement, including the Patent and Trademark Collateral hereinafter described, as security for the payment of its debts, liabilities and obligations described in the Loan Agreement as the "Obligations."

Grantor and Agent are executing and delivering this Agreement for the purpose of creating and perfecting Secured Parties' security interests in Grantor's Patent and Trademark Collateral as more particularly set forth herein.

Accordingly, in consideration of the foregoing and for other good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Terms Defined in the Loan Agreement. Except as otherwise specifically provided herein, capitalized terms that are used in this Agreement, defined in the Loan Agreement and not otherwise defined herein have the meanings set forth in the Loan Agreement.

Section 1.2 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Goodwill" means, all present and future goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and General Intangibles owned by Grantor and arising out of the Patent and Trademark Collateral.

"Patent and Trademark Collateral" is defined in Section 2.1.

"Secured Obligations" means, each and all of Grantor's debts, liabilities and obligations that are described as "Obligations" in the Loan Agreement.

"U.S. Patent Applications" means, all applications in connection with U.S. Patents, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the patent applications listed in Schedule I(a).

"U.S. Patent Licenses" means, all rights of Grantor under any present or future written agreement, or other present or future license of any right or interest acquired by it, granting any right with respect to any of the U.S. Patents and U.S. Patent Applications.

"U.S. Patents" means, all of the following:

(a) All present and future patents, including, all reissues, divisions, continuations, renewals, extensions and continuations-in-part and all claims (including infringement claims) relating thereto, including, without limitation, (i) all registrations and recordings thereof including those listed in Schedule I(a) attached hereto (ii) all petty patents, divisionals and patents of addition and (iii) all means of manufacturing goods or offering services, including, without limitation, trade secrets, formulas, database content, distribution rights, consumer and business customer lists, manufacturing processes, mask works, tools, molds and prototypes; and

(b) all proceeds of the foregoing, including 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 reissues, extensions and renewals thereof.

"U.S. Trademark Applications" means, all applications by Grantor in connection with U.S. Trademarks, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the trademark applications listed in Schedule II(a).

"U.S. Trademark Licenses" means, all rights of Grantor under any present or future written agreement granting any right with respect to any of the U.S. Trademarks and U.S. Trademark Applications.

"U.S. Trademarks" means, all of the following:

(a) All present and future trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, mastheads, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing may appear, designs and General Intangibles of like nature now existing or hereafter adopted or acquired (collectively, the "Marks"), including (i) all registrations and recordings thereof including those listed in Schedule II(a) attached hereto, (ii) any reissues, extensions or renewals of any Marks, (iii) all domain names, (iv) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, database content, distribution rights, consumer and business customer lists, manufacturing processes, tools, molds, designs, plans and prototypes and (v) all

of the foregoing not duly registered with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including those provided in Schedule II(b) attached hereto; and

(b) all proceeds of the foregoing, including 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 reissues, extensions and renewals thereof.

Section 1.3 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in any Loan Document), (b) any reference herein to any Person shall be construed to include such Person's successors, transferees and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement, and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, whether real, personal or mixed and of every type and description.

ARTICLE II SECURITY INTEREST AND COLLATERAL

Section 2.1 Grant of Security Interest. As security for the payment and performance of all of its Obligations, Grantor, pursuant to the Loan Agreement, has transferred and assigned to Agent, for the benefit of the Secured Parties, as security with power of sale, and has granted to Agent for the benefit of the Secured Parties, a continuing security interest in, all right, title and interest of Grantor in, to, under or derived from the following property (collectively, the "Patent and Trademark Collateral"), in each case whether now owned or hereafter acquired or arising and wherever located:

- (a) all U.S. Patents;
- (b) all U.S. Patent Applications;
- (c) all U.S. Patent Licenses;
- (d) all Goodwill associated with (i) any U.S. Patent, (ii) any U.S. Patent Application or (iii) any U.S. Patent or U.S. Patent Application licensed under any U.S. Patent License;

(e) all proceeds of the foregoing, including all claims of Grantor against third parties for any (i) past, present or future infringement of any U.S. Patent or U.S. Patent Application and (ii) injury to the Goodwill associated with the foregoing;

(f) all U.S. Trademarks;

(g) all U.S. Trademark Applications;

(h) all U.S. Trademark Licenses;

(i) all Goodwill associated with (i) any U.S. Trademark, (ii) any U.S. Trademark Application or (iii) any U.S. Trademark or U.S. Trademark Application licensed under any U.S. Trademark License; and

(j) all proceeds of the foregoing, including all claims of Grantor against third parties for any (i) past, present or future infringement or dilution of any U.S. Trademark or U.S. Trademark Application and (ii) injury to the Goodwill associated with the foregoing.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties. Grantor hereby represents and warrants that:

(a) Schedule I(a), Schedule II(a) and Schedule II(b) set forth a complete and accurate listing of all U.S. Patents, U.S. Patent Applications, U.S. Trademarks and U.S. Trademark Applications in which Grantor has an interest and identifies Grantor owning such Patent and Trademark Collateral.

(b) It has not granted any license, rights or privileges in or to the Patent and Trademark Collateral which is material to the conduct of Grantor's business to any party, except to Agent and except in the ordinary course of its business.

(c) The registrations of all Patent and Trademark Collateral listed as to it in Schedule I(a) and Schedule II(a) are valid and enforceable and have not been assigned to any other Person. Grantor has neither taken nor failed to take any action with respect to any Patent and Trademark Collateral that could reasonably be expected to have a Material Adverse Effect.

(d) It owns all right, title, and interest in, to and under all Patent and Trademark Collateral listed as to it in Schedule I(a), Schedule II(a) and Schedule II(b), except for licenses granted in the ordinary course of its business.

(e) None of the registrations of the Patent and Trademark Collateral listed as to it in Schedule I(a), or Schedule II(a) have been adjudged invalid or unenforceable, in whole or in part.

(f) Except as otherwise disclosed in the schedules to the Loan Agreement, it has not received any written threats of action, which if successful could reasonably be expected to have a Material Adverse Effect, and it has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of its rights in any of the Patent and Trademark Collateral.

(g) It at all times is (or, as to any item of Patent and Trademark Collateral acquired after the date hereof, will be) the sole legal and beneficial owner of the Patent and Trademark Collateral and has exclusive possession and control thereof, free and clear of any Liens except those created by this Agreement or Permitted Liens.

(h) It has the right and power to enter into this Agreement and perform its terms.

(i) Upon the filing of appropriate financing statements and the filing of a copy of this Agreement with the United States Patent and Trademark Office, the Agent will have a fully perfected first priority security interest (subject only to Permitted Liens) in all of the Patent and Trademark Collateral in which Grantor now has rights in the United States.

(j) So long as any Secured Obligations remains outstanding, Grantor will not execute, and there will not be on file in any public office, any effective financing statement or other document or instrument covering the Patent and Trademark Collateral (other than Permitted Liens).

ARTICLE IV COVENANTS

Section 4.1 Covenants. Grantor covenants and agrees as follows:

(a) Grantor will not, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent and Trademark Collateral material to the conduct of Grantor's business with the United States Patent and Trademark Office unless, within 30 days thereafter, it files with any such office or agency, (i) an amendment to this Agreement adding a description of such Patent and Trademark Collateral to Schedule I(a) or Schedule II(a) and (ii) any other agreements, instruments, documents and papers as Agent may reasonably request to evidence Agent's security interest in such Patent and Trademark Collateral.

(b) Subject to subsection 4.1(a) and except to the extent that (i) Agent may otherwise agree or (ii) it reasonably determines that certain of the Patent and Trademark Collateral is no longer of material value to Grantor's business, it shall take all necessary actions to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of all of the Patent and Trademark Collateral with the United States Patent and Trademark Office or other appropriate filing office or agency in which registration is necessary to protect its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and cancellation proceedings.

(c) In the event that Grantor's rights under any Patent and Trademark Collateral that is material to the conduct of the Grantor's business are infringed, misappropriated or diluted by a third party, Grantor (i) shall notify Agent promptly after it learns thereof if such infringement, misappropriation or dilution could reasonably be expected to have a Material Adverse Effect and (ii) shall take such actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Patent and Trademark Collateral.

(d) Grantor shall promptly notify Agent, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Patent and Trademark Collateral or infringement of or interference with another trademark which could reasonably be expected to have a Material Adverse Effect. Grantor shall promptly, upon request by Agent, deliver to Agent a copy of all pleadings, papers, orders or decrees theretofore or thereafter filed in any such suit, action or proceeding, and upon request by Agent shall promptly keep Agent fully advised and informed of the progress of any such suit, action or proceeding.

(e) Grantor shall promptly notify Agent if Grantor knows (i) that any application or registration relating to any Patent and Trademark Collateral that is material to the conduct of Grantor's business may become abandoned or dedicated, (ii) that there has been or could reasonably be expected to be an adverse determination or development (including the institution or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding (A) its ownership of any Patent and Trademark Collateral that is material to the conduct of Grantor's business, (B) its right to register such Patent and Trademark Collateral that is material to the conduct of Grantor's business or (C) its right to keep and maintain such Patent and Trademark Collateral that is material to the conduct of Grantor's business or (iii) of any other event that materially adversely affects the value of any Patent and Trademark Collateral that is material to the conduct of Grantor's business.

(f) Subject to subsection 4.1(b), upon the written request of Agent, Grantor shall promptly and duly execute and deliver any and all additional documents, including UCC-1 financing statements or amendments thereto, and take such further action as Agent may deem necessary to obtain the full benefit of this Agreement, all at the sole expense of Grantor.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.1 Notices. All notices, approvals, consents or other communications required or desired to be given hereunder shall be in the form and manner, and delivered to each of the parties hereto at their respective addresses, set forth in the Loan Agreement.

Section 5.2 Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

Section 5.3 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

Section 5.4 Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Agreement and any consent to any departure by Grantor from any provision of this Agreement shall not be effective unless the same shall be in writing and signed by Agent and then such amendment or waiver shall be effective only in the specific instance and for the specific purposes for which given.

Section 5.5 Interpretation of Agreement. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Loan Agreement shall have the meaning set forth in the UCC, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Loan Agreement and is not dealt with herein with more specificity, the Loan Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Section 5.6 Continuing Security Interest; Transfer of Secured Obligations. This Agreement shall create a continuing security interest in the Patent and Trademark Collateral and shall (i) remain in full force and effect until full and final payment and performance (including after the Commitment Termination Date) of the Secured Obligations and termination of any commitments to extend further credit to Grantor, (ii) be binding upon Grantor, its successors, transferees and assigns, and (iii) inure, together with the rights and remedies of Agent, to the benefit of itself and the Secured Parties, and Agent's and the Secured Parties' successors, transferees and assigns. Without limiting the generality of clause (iii), above, the Agent and any Secured Party may assign or otherwise transfer any Secured Obligation held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Agent and the Secured Parties herein.

Section 5.7 Reinstatement. To the maximum extent permitted by law, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Secured Parties in respect of the Obligations is rescinded or must otherwise be restored or returned by such Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Grantor or any other Person or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for Grantor or any other Person or any substantial part of its assets, or otherwise, all as though such payments had not been made.

Section 5.8 Survival of Provisions. All representations, warranties and covenants of contained herein shall survive the execution, delivery and acceptance thereof by the parties of this Agreement, and shall terminate only upon the full and final payment and performance by Grantor of the Obligations.

Section 5.9 Setoff. The Agent and the Secured Parties shall have the rights of setoff set forth in the Loan Agreement.

Section 5.10 Authority of the Agent and the Secured Parties. Agent and the Lenders shall have and be entitled to exercise all powers hereunder which are specifically granted to Agent and the Secured Parties by the terms hereof, together with such powers as are reasonably incident thereto. Agent and the Secured Parties may perform any of its duties hereunder or in connection with the Patent and Trademark Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Agent and the Secured Parties and their directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons.

Section 5.11 Release; Termination of Agreement. Subject to the provisions of Sections 5.7 and 5.8 hereof, this Agreement shall terminate upon full and final payment and performance of all the Obligations and termination of all commitments to extend further credit to Grantor. At such time, the Agent shall, at the request and expense of Grantor, reassign and redeliver to Grantor all of the Patent and Trademark Collateral hereunder which has not been sold, disposed of, retained or applied by Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to Agent or the Secured Parties, except as to the absence of any prior assignments by Agent of its interest in the Patent and Trademark Collateral, and shall be at the expense of Grantor.

Section 5.12 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original but all of which shall together constitute one and the same agreement.

Section 5.13 Governing Law; Consent to Forum; Service of Process; Arbitration; Jury Trial Waiver

(a) **GOVERNING LAW.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

(b) **Forum.** GRANTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER CALIFORNIA, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. GRANTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY

CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1 OF THE LOAN AGREEMENT. Nothing herein shall limit the right of Agent or any Secured Party to bring proceedings against any Obligor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by Agent of any judgment or order obtained in any forum or jurisdiction.

(c) Arbitration. Notwithstanding any other provision of this Agreement to the contrary, any controversy or claim among the parties relating in any way to any Obligations or Loan Documents, including any alleged tort, shall at the request of any party hereto be determined by binding arbitration conducted in accordance with the United States Arbitration Act (Title 9 U.S. Code). Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association ("AAA"), and the terms of this Section. In the event of any inconsistency, the terms of this Section shall control. If AAA is unwilling or unable to serve as the provider of arbitration or to enforce any provision of this Section, Secured Party may designate another arbitration organization with similar procedures to serve as the provider of arbitration. The arbitration proceedings shall be conducted in Los Angeles or Pasadena, California. The arbitration hearing shall commence within 90 days of the arbitration demand and close within 90 days thereafter. The arbitration award must be issued within 30 days after close of the hearing (subject to extension by the arbitrator for up to 60 days upon a showing of good cause), and shall include a concise written statement of reasons for the award. The arbitrator shall give effect to applicable statutes of limitation in determining any controversy or claim, and for these purposes, service on AAA under applicable AAA rules of a notice of claim is the equivalent of the filing of a lawsuit. Any dispute concerning this Section or whether a controversy or claim is arbitrable shall be determined by the arbitrator. The arbitrator shall have the power to award legal fees to the extent provided by this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning, and any award may be reviewed and vacated or corrected on appeal to a court of competent jurisdiction for any such error. The institution and maintenance of an action for judicial relief or pursuant to a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. No controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, such controversy or claim relates to an obligation secured by Real Estate, but if all parties do not consent to submission of such a controversy or claim to arbitration, it shall be determined as provided in the next sentence. At the request of any party, a controversy or claim that is not submitted to arbitration as provided above shall be determined by judicial reference; and if such an election is made, the parties shall designate to the court a referee or referees selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA sponsored proceedings and the presiding referee of the panel (or the referee if there is a single referee) shall be an active attorney or retired judge; and judgment upon the award rendered by such referee or referees shall be entered in the court in which proceeding was commenced. None of the foregoing provisions of this Section shall limit the right of Secured Party or Lenders to exercise self-help remedies, such as setoff, foreclosure or sale of any Collateral or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after or during any arbitration proceeding. The exercise of a remedy does not

waive the right of any party to resort to arbitration or reference. At Secured Party's option, foreclosure under a Mortgage may be accomplished either by exercise of power of sale thereunder or by judicial foreclosure.

(d) Waivers by Grantor. To the fullest extent permitted by Applicable Law, Grantor waives (a) the right to trial by jury (which Agent and each Secured Party hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents, Obligations or Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by Agent on which Grantor may in any way be liable, and hereby ratifies anything Agent may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing Agent to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against Agent or any Lender, or the affiliates, directors, officers, employees, or agents of Agent or the Lenders, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto claim or in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Loan Document, or any act, omission or event occurring in connection therewith, and Grantor hereby waives, releases and agrees not to sue upon any claim for such damages, whether or not accrued and whether or not known or suspected to exist in its favor; and (g) notice of acceptance hereof. Grantor acknowledges that the foregoing waivers are a material inducement to Agent entering into this Agreement and that Agent is relying upon the foregoing in its dealings with Grantor. Grantor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Agent have executed this Patent and Trademark Security Agreement as of the day and year first above written.

GRANTOR:

RUSSELL SIGLER, INC.

By: John J. Sigler
Name: John J. Sigler
Title: President

Address: 9702 W. Tonto Street
Tolleson, AZ 85353
Attn: _____
Telecopy: _____

Accepted and agreed as of
the day and year first above written:

BANK OF AMERICA, N.A.
as Agent

By:

T Eggertsen
Name: *Todd Eggertsen*
Title: *Vice President*

SCHEDULE I(a)

REGISTERED U.S. PATENTS AND PENDING PATENT APPLICATIONS

NONE

SCHEDULE II(a)

REGISTERED U.S. TRADEMARKS AND PENDING APPLICATIONS

<u>Trademark</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Temperature Tough Dealer	Registered and Renewed	1975795	5/28/1996

SCHEDULE II(b)

UNREGISTERED U.S. TRADEMARKS

NONE