

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
PACKIT, LLC		03/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7512		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85422519	PACKIT FREEZE + GO PACKIT	
Registration Number:	4139207	PACKIT	
Registration Number:	3854881	PACKIT	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1581 PACKIT		

CH \$90.00 85422519

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	03/19/2013
Total Attachments: 6 source=Packit signed IPSA#page1.tif source=Packit signed IPSA#page2.tif source=Packit signed IPSA#page3.tif source=Packit signed IPSA#page4.tif source=Packit signed IPSA#page5.tif source=Packit signed IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 8, 2013 by and between COMERICA BANK ("Bank") and PACKIT, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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). Bank is willing to make the Loans 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.

B. 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 Grantor and Bank, 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 Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

GRANTOR:

Address of Grantor:

875 Westlake Boulevard, Suite 112
Westlake Village, CA 91361
Fax: () _____
Attn: _____

PACKIT, LLC

By: Melissa
Name: Melissa Lopez
Title: CEO

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

COMERICA BANK

By: [Signature]
Name: Walter Weston
Title: VP

Attn: Livonia Operations Center

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
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PATENTS

MATERNO	COUNTRY	TYPE	SERIALNO	PATENTNO	PUBLNO	TITLE	STATUS	ISSR	FILE
117103-001AU1	AU	UTL	2010238657			COLLAPSEBLE INSULATED CONTAINER	PENDING	4/23/2009	4/23/2010
117103-001CA1	CA	UTL	2,758,555			COLLAPSEBLE INSULATED CONTAINER	PENDING	4/23/2009	4/23/2010
117103-001CN1	CN	UTL	201060017794.2		CN 102336917 A	COLLAPSEBLE INSULATED CONTAINER	PUBLISHED	4/23/2009	4/23/2010
117103-001CT1	US	UTL	13,541,463		US-2012-0266628-A1	COLLAPSEBLE INSULATED CONTAINER	PUBLISHED	4/23/2009	7/73/2012
117103-001EU1	EP	UTL	10678427		2421772	COLLAPSEBLE INSULATED CONTAINER	PUBLISHED	4/23/2009	4/23/2010
117103-001HK1	HK	UTL	12110517.9			COLLAPSEBLE INSULATED CONTAINER	PENDING	4/23/2009	4/23/2010
117103-001JP1	JP	UTL	2012-507435			COLLAPSEBLE INSULATED CONTAINER	PENDING	4/23/2009	4/23/2010
117103-001KR1	KR	UTL	10-2011-7027993			COLLAPSEBLE INSULATED CONTAINER	PENDING	4/23/2009	4/23/2010
117103-001MX1	MX	UTL	9CT/US1082259		WO 2010/124214	COLLAPSEBLE INSULATED CONTAINER	NAT PHASE	4/23/2009	4/23/2010
117103-001RW1	US	PRY	61/214,364			SELF-INSULATING CONTAINERS AND COVERINGS	EXPIRED	4/23/2009	4/23/2009
117103-001UL1	US	UTL	12/652,661	8,209,935	US-2010-0270317-A1	COLLAPSEBLE INSULATED CONTAINER	ISSUED	4/23/2009	1/5/2010

TRADEMARKS

MATERNO	COUNTRY	MARK	APPRO	REGNO	STATUS	FILE	REG
117103-0001TH	US	PACIT	77/657,433	3,851,593	REGISTERED	11/6/2009	9/28/2010
117103-0002TH	US	DESIG	63/422,518		PENDING	9/14/2011	
117103-0003TH	US	PACIT styl	85/435,176	4,139,207	REGISTERED	9/23/2011	5/78/2012
117103-011THWO-AU	AU	PACIT	1401927	1,038,936	REGISTERED	11/29/2010	
117103-011THWO-EU	EU	PACIT	1,038,936	1038936	REGISTERED	5/6/2010	6/3/2010
117103-10001ER	ER	PACIT	N/A		PENDING	1/15/2013	
117103-10021CA	CA	PACIT	1,430,010		PENDING	5/6/2010	
117103-10031CN	CN	PACIT	1,038,936		ABANDONED	5/6/2010	
117103-10041MX	MX	PACIT	1116838		PENDING	10/12/2012	
117103-10051RW	WO	PACIT		1,038,936	REGISTERED		5/6/2010
117103-10031AU	AU	PACIT styl	1451830	1451830	REGISTERED	10/4/2011	5/18/2012
117103-10031CN	CN	PACIT styl	10055823		PENDING	10/12/2011	
117103-10031IN	IN	PACIT styl	2506924		PENDING	3/28/2012	

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