Docket No. 113155.1

Trademarks Only

To the Honorapie Commissioner of Lac. Trademarks

6	To the Honorable Columnia Stones of Facing and Trademarks Please record the attached original document or copy thereof:					
MEO 17-9	Name of Party(ies) conveying an Interest: Cleanpak International, Inc. Entity: [] Individual(s) [] General Partnership [Corporation-State: Oregon [] Association [] Merger [] Other:	2. Name and Address of Party(ies) receiving an interest: York International Corporation 631 South Richland Avenue York, Pennsylvania 17405-1592 Entity: [] Individual(s) [] General Partnership [*] Corporation-State: Delaware [] Association [] Merger [] Other:				
3.	Interest Conveyed: [*] Assignment [] Change of Name [] Security Agreement [] Merger [] Other:	If not domiciled in U.S., a domestic representative designation is attached: [] Yes [] No				
4.	Application No. or Registration No. Additional sheet attack A. Trademark Application No.(s):	B. Trademark Registration No.(s): 1983246; 1988180; and 1887883				
5.	Name and Address of Party to Whom Correspondence concerning document should be mailed: John H. Weber PEPPER HAMILTON LLP 1300 Nineteenth Street, N.W. Washington, DC 20036	 Number of applications and registrations involved: Three (3) Amount of Fee Enclosed or Authorized to be Charged: \$90. The Commissioner is hereby authorized to charge any deficiency in payment of the required fee(s) or credit any overpayment to Deposit Account No. 50-0436. 				
	939 (30As) - 00000316 500300 1383440 DO NOT US. 31 - 50447 35 31 - 50448 35	E THIS SPACE				
9.	9 Date of Execution of attached Document: September 11, 1998					
10	I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.					
	January 6, 1999 Date Jol	hn H. Weber				

TRADEMARK ASSIGNMENT

WHEREAS, CLEANPAK INTERNATIONAL, INC., (by change of name from Pace Company and before that Brod & McClung-Pace Co.), an Oregon corporation having a place of business at 11241 SE Highway 212, Clackamas, Oregon 97015 (hereinafter referred to as "Assignor") is the owner on record of the following trademarks which are registered and/or pending in the United States Patent and Trademark Office (hereinafter reffered to as "TRADEMARKS"):

<u>Registrations</u>					
<u>Mark</u>	Registration No.	Registration Date			
PACE	1,983, 246	July 2, 1996			
PACE (and Design)	1,988,180	July 23, 1996			
P-CONE	1,887,883	April 4, 1995			

WHEREAS, effective May 6, 1997, YORK INTERNATIONAL CORPORATION, a Delaware corporation, having a place of business at 631 South Richland Avenue, York, Pennsylvania, (hereinafter reffered to as "Assignee") did acquire all rights, title, and interest in and to all of said TRADEMARKS, together with the goodwill of the business in connection with which said TRADEMARKS are used in the United States and which is symbolized by said TRADEMARKS, together with the right to sue in the United States for past infringements thereof and any other matters in action relating thereto.

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NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, nunc pro tunc effective as of May 6, 1997, unto Assignee, all rights, title, and interest in and to said TRADEMARKS, together with the goodwill of the business in connection with which said TRADEMARKS, together with the right to sue in the United States for past infringements thereof and any other matters in action relating thereto. Assignor further acknowledges that it will execute any additional documents necessary to effectuate and record the assignment of said TRADEMARKS to Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 11 day of September, 1998.

CLEANPAK INTERNATIONAL, INC.

By: James & Hopkins

Name: LAWRENCE G. Hopkins

Title: President

JHW/amw/ {I:\user\amwei\30790934US.asg}

RECORDED: 01/07/1999