

Sutherland
Asbill &
Brennan LLP
ATTORNEYS AT LAW

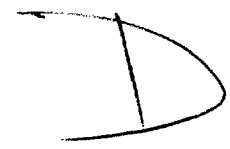
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March 25, 1999

GARFIELD B. GOODRUM, Jr.
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BY HAND

BOX ASSIGNMENT
Commissioner of Patents and Trademarks
Washington, D.C. 20231



03-25-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #01

US PATENT &
TRADEMARK OFFICE

1999 MAR 25 P 3:43

TRADEMARK FEE PROCESS.
RECEIVED

Re: Assignment
Conveying party: F-K Corporation
Receiving party: Proair, LLC

Dear Sir:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05 (d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of trademarks. Please record the enclosed "Assignment" as set forth in paragraph 4:

- 1) Name of conveying party: F-K Corporation, an Indiana corporation.
- 2) Name and address of receiving party: Proair, LLC, a Delaware corporation, 28731 County Road 6, Elkhart, Indiana, 46514 U.S.A.
- 3) Nature of Conveyance: Assignment. Deed of Assignment, executed on February 9, 1999, is attached.
- 4) Please record the Deed of Assignment, reflecting the assignment from F-K Corporation to Proair, LLC, against U.S. Trademark Registration No. 860,428 - **FRIGIKING (and Design)**.
- 5) Name and address of party to whom correspondence concerning document should be mailed:

Elisabeth A. Langworthy, Esq.
Sutherland, Asbill & Brennan LLP
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2415

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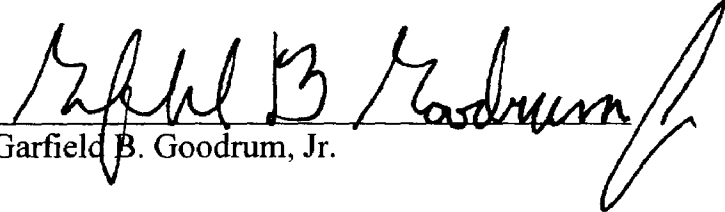
TRADEMARK
REEL: 1878 FRAME: 0614

- 6) Total number of trademark registrations against which to record the Assignment: 1 (one).
- 7) Total fee enclosed: \$40.00
- 8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.
- 10) To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

SUTHERLAND, ASBILL & BRENNAN LLP

By:


Garfield B. Goodrum, Jr.

Enclosures

Total number of pages including cover sheet, attachments, and documents:
7 (including duplicate cover sheet and check)

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made the 9th day of February, 1999, between F-K CORPORATION, a corporation organized and existing under the laws of the State of Indiana, with its principal place of business at 6200 Highway 62, Jeffersonville, Indiana 47130 U.S.A. ("the Assignor"), and PROAIR, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 28731 County Road 6, Elkhart, Indiana 46514 U.S.A. ("the Assignee").

WHEREAS, the Assignor has adopted and used in the United States the trademark listed on Schedule A hereto (the "Trademark"); and

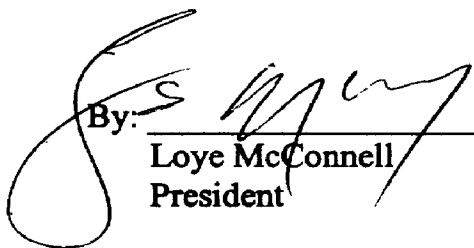
WHEREAS, the Assignee wishes to acquire all of Assignor's rights in and to the Trademark and any registration thereof, and the goodwill associated with such Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee all rights, title and interests in and to the Trademark and registrations, together with the goodwill of the business which is symbolized by the Trademark, and with the right to recover for damages and profits and all other remedies for past infringement thereof.

The Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be necessary, in the reasonable judgment of Assignee, to evidence or effectuate the foregoing.

Signed sealed and delivered before me
this 9th day of February, 1999:

F-K CORPORATION

By:  Pres

Loye McConnell
President

STATE OF INDIANA)
)
COUNTY OF Elkhart)

Before me, a Notary Public within and for said County and State, personally appeared the above named F-K Corporation by Loye McConnell, its President, who acknowledges that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of such officer.

David Laine
Notary Public

Signed sealed and delivered before me
this 9th day of February, 1999:

PROAIR, LLC

By: Dennis Mitchell
Dennis Mitchell
President

STATE OF INDIANA)
)
COUNTY OF Elkhart)

Before me, a Notary Public within and for said County and State, personally appeared the above named ProAir, LLC by Dennis Mitchell, its President, who acknowledges that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company and the free act and deed of such officer.

David Laine
Notary Public

SCHEDULE A

MARK	REGISTRATION NUMBER	REGISTRATION DATE	INTERNATIONAL CLASS
Frigiking and Design	860,428	November 19, 1968	11

279703.1

RECORDED: 03/25/1999

**TRADEMARK
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