

04-28-2000

CORDATION FORM CC TRADEMARKS

05-15-2000



101355562

To th

Patents and Trademarks: Please rec

y thereof.

1. Name of conveying party(ies):
York International Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Frigoscandia Inc.

Internal Address: _____

Street Address: 200 E. Randolph

City: Chicago State: IL ZIP: 60601

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Maryland
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 16, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
75/792,452
75/746,286

B. Trademark Registration No.(s)
2,039,874 1,039,260
1,984,607 2,272,507

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601
05/12/2000 BCDATES 00000215 75792452

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 OP
 02 FC:482 125.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
 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.

Laura Konrath
 Name of Person Signing

Signature:

Date: 4/20/00

Total number of pages including cover sheet, attachments, and documents

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

Client Status Report

Monday, January 24, 2000

Client: 113155 York International Corporation

Trademark Name: **NORTHFIELD**
 Australia
 Country Number: 11

Case Number Status: 113155.0727 Registered
 Owner: YORK
 Classes: 11
 Goods: Freezing, cooling and heating apparatus and systems for use in the food industry

Application Number/Date: 669721 10-Aug-1995
 Registration Number/Date: 669721 10-Aug-1995
 Attorney(s) Next Action(s): JHW
 1st Rem-Renewal Due: 10-Nov-2004
 2nd Rem-Renewal Due: 10-Jun-2005
 3rd Rem-Renewal Due: 26-Jul-2005
 First Renewal: 10-Aug-2005

Trademark Name: **NORTHFIELD**
 Brazil
 Country Number: 07

Case Number Status: 113155.4665 Pending
 Owner: YORK
 Classes: 07
 Goods: (Not in English)

Application Number/Date: 820784877 29-May-1998
 Registration Number/Date: 820784877 29-May-1998
 Attorney(s) Next Action(s): JHW
 Status-Office Action: 29-May-2000

Trademark Name: **NORTHFIELD**
 Brazil
 Country Number: 09

Case Number Status: 113155.4666 Pending
 Owner: YORK
 Classes: 09
 Goods: (Not in English)

Application Number/Date: 820784885 29-May-1998
 Registration Number/Date: 820784885 29-May-1998
 Attorney(s) Next Action(s): JHW
 Status-Office Action: 29-May-2000

Trademark Name: **NORTHFIELD**
 Canada
 Country Number: 11

Case Number Status: 113155.0721 Registered
 Owner: YORK
 Classes: 11
 Goods: Continuous spiral conveyors for use with freezing, cooling and heating systems for use in the food industry

Application Number/Date: 790644 21-Aug-1995
 Registration Number/Date: 490054 16-Feb-1998
 Attorney(s) Next Action(s): JHW
 1st Rem-Renewal Due: 16-May-2012
 2nd Rem-Renewal Due: 16-Dec-2012
 3rd Rem-Renewal Due: 01-Feb-2013
 First Renewal: 16-Feb-2013

Client Status Report

Page: 2

Monday, January 24, 2000
 Client: 113155 York International Corporation

Trademark Name: NORTHFIELD
 Case Number Status: 113155.0729 Registered
 Application Number/Date: 950122935 28-Sep-1995
 Registration Number/Date: 988150 21-Apr-1997
 Attorney(s) Next Action(s): JHW
 Due Date(s): 20-Jul-2006
 20-Feb-2007
 05-Apr-2007
 20-Apr-2007

China
 Country Number:
 Goods: Freezing, cooling and heating systems for use in the food industry
 Owner: YORK
 Classes: 11

NORTHFIELD
 Case Number Status: 113155.0726 Registered
 Application Number/Date: 60671995 11-Aug-1995
 Registration Number/Date: 68151995 13-Oct-1995
 Attorney(s) Next Action(s): JHW
 Due Date(s): 13-Jan-2005
 13-Aug-2005
 28-Sep-2005
 13-Oct-2005

Denmark
 Country Number:
 Goods: Freezing, cooling and heating systems for use in the food industry
 Owner: YORK
 Classes: 11

NORTHFIELD
 Case Number Status: 113155.0733 Pending
 Application Number/Date: 97071 19-Aug-1995
 Registration Number/Date:
 Attorney(s) Next Action(s): JHW
 Due Date(s): FINAL DATE-Resp to OA Due 16-Feb-2000

Egypt
 Country Number:
 Goods: Freezing, cooling and heating systems for use in the food industry
 Owner: YORK
 Classes: 11

NORTHFIELD
 Case Number Status: 113155.0766 Allowed
 Application Number/Date: 16573 01-Apr-1996
 Registration Number/Date:
 Attorney(s) Next Action(s): JHW
 Due Date(s): Status-Cert of Registration 05-Mar-2000

European Community
 Country Number:
 Goods: Freezing, cooling and heating systems for use in the food industry; installations and apparatus for freezing, cooling, refrigerating, heating, drying, ventilating and air conditioning, parts and fitting for all the aforesaid goods

Client Status Report

Monday, January 24, 2000

Client: 113155 York International Corporation

| Trademark Name | Case Number Status | Application Number/Date | Registration Number/Date | Attorney(s) Next Action(s) | Due Date(s) |
|----------------|------------------------|-------------------------|--------------------------|----------------------------|--|
| NORTHFIELD | 113155.0724 Registered | 95584741 16-Aug-1995 | 95584741 16-Aug-1995 | JHW | 15-Nov-2004 15-Jun-2005 31-Jul-2005 15-Aug-2005 |

Owner: YORK
Classes: 11
Goods: Apparatuses for lighting, heating, steam production, cooking, refrigeration, drying, ventilation, water distribution and sanitary installations

| | | | | | |
|------------|------------------------|------------------------|------------------------|-----|--|
| NORTHFIELD | 113155.0725 Registered | 39533096.3 11-Aug-1995 | 39533096.3 14-May-1996 | JHW | 11-Nov-2004 11-Jun-2005 27-Jul-2005 11-Aug-2005 |
|------------|------------------------|------------------------|------------------------|-----|--|

Owner: YORK
Classes: 11
Goods: Goods with priority of August 3, 1995:

Freezing, cooling, and heating devices for use in the foodstuffs industry

Goods with priority of August 11, 1995:

Freezing, cooling, and heating devices (when not contained under pint l), air-conditioning devices, heat pumps, heat exchangers, heat accumulators, boilers

| | | | | | |
|------------|------------------------|-----------------------|--------------------|-----|--|
| NORTHFIELD | 113155.0732 Registered | 318401995 17-Aug-1995 | 360402 22-Apr-1997 | JHW | 22-Jul-2006 22-Feb-2007 07-Apr-2007 22-Apr-2007 |
|------------|------------------------|-----------------------|--------------------|-----|--|

Owner: YORK
Classes: 28
Goods: Freezing, cooling and heating systems for use in the food industry

Client Status Report

Monday, January 24, 2000

Client: 113155 York International Corporation

| Trademark Name | Case Number Status | Application Number/Date | Registration Number/Date | Attorney(s) Next Action(s) | Due Date(s) |
|---------------------------------|---|-------------------------|--------------------------|---|---|
| NORTHFIELD | 113155.0720 Registered | 240713 21-Aug-1995 | 518915 20-Mar-1996 | JHW 1st Rem-Renewal Due 2nd Rem-Renewal Due 3rd Rem-Renewal Due First Renewal | 21-Nov-2004 21-Jun-2005 06-Aug-2005 21-Aug-2005 |
| Mexico Country Number: | Owner: YORK Classes: 11 Goods: Freezing, cooling and heating systems for use in the food industry | | | | |
| NORTHFIELD | 113155.0728 Registered | 252316 14-Aug-1995 | 252316 20-May-1997 | JHW 1st Rem-Renewal Due 2nd Rem-Renewal Due 3rd Rem-Renewal Due First Renewal | 03-Nov-2001 03-Jun-2002 19-Jul-2002 03-Aug-2002 |
| New Zealand Country Number: | Owner: YORK Classes: 11 Goods: Apparatus for heating and cooling and heating systems for use in the food industry; parts and fittings in this class for all the aforesaid goods | | | | |
| NORTHFIELD | 113155.0722 Registered | 9510434 11-Aug-1995 | 9510434 11-Aug-1995 | JHW 1st Rem-Renewal Due 2nd Rem-Renewal Due 3rd Rem-Renewal Due Renewal Due First Renewal | 11-Nov-2004 11-Jun-2005 27-Jul-2005 11-Aug-2005 11-Aug-2005 |
| South Africa Country Number: | Owner: YORK Classes: 11 Goods: Not indicated in file | | | | |
| NORTHFIELD | 113155.0853 Pending | 9705679 17-Apr-1997 | | JHW Status Cert of Registration | 23-Aug-2000 |
| South Africa Country Number: | Owner: YORK Classes: 42 Goods: Retail, wholesale, merchandising, marketing, promotion, distribution, selling and mail order services of all kinds | | | | |

Client Status Report

Monday, January 24, 2000
 Client: 113155 York International Corporation

| Trademark Name | Case Number Status | Application Number/Date | Registration Number/Date | Attorney(s) Next Action(s) | Due Date(s) |
|----------------|---|-------------------------|--------------------------|---|--|
| NORTHFIELD | 113155.0730 Registered Owner: YORK Classes: 11 Goods: Freezer, refrigerator and heating installations for use in the foodstuffs industry | 9508968 10-Aug-1995 | 310562 22-Mar-1996 | JHW 1st Rem-Renewal Due 2nd Rem-Renewal Due 3rd Rem-Renewal Due First Renewal | 22-Jun-2005 22-Jan-2006 07-Mar-2006 22-Mar-2006 |
| NORTHFIELD | 113155.0723 Registered Owner: YORK Classes: 11 Goods: Freezing, cooling and heating systems for use in the food industry; installations and apparatus for freezing, cooling, refrigerating, heating, drying, ventilating and air conditioning; parts and fittings for all the aforesaid goods | 2032132 29-Aug-1995 | 2032132 29-Aug-1995 | JHW 1st Rem-Renewal Due 2nd Rem-Renewal Due 3rd Rem-Renewal Due First Renewal | 29-Nov-2004 29-Jun-2005 14-Aug-2005 29-Aug-2005 |
| NORTHFIELD | 113155.0739 Closed Owner: YORK Classes: 11 Goods: | | | JHW | |

Client Status Report

Monday, January 24, 2000
Client: 113155 York International Corporation

| Trademark Name | Case Number Status | Application Number/Date | Registration Number/Date | Attorney(s) Next Action(s) | Due Date(s) |
|---|---------------------------|----------------------------|-----------------------------|---|---|
| NORTHFIELD | 113155.0718 Registered | 74/710,608 03-Aug-1995 | 2,039,874 25-Feb-1997 | Sec. 8&15 Due-5 Years 1st Rem-Sec 8&15 Due-6 Years 2nd Rem-Sec 8&15 Due-6 Years 3rd Rem-Sec 8&15 Due-6 Years FINAL DATE-Sec 8&15 Due-6 Year | 25-Feb-2002 25-Aug-2002 25-Dec-2002 09-Feb-2003 25-Feb-2003 |
| United States of America Country Number: 1 | Owner: YORK Classes: 7 | | | 1st Rem-Renewal Due 2nd Rem-Renewal Due 3rd Rem-Renewal Due First Renewal | 25-May-2006 25-Dec-2006 10-Feb-2007 25-Feb-2007 |

Goods: Continuous spiral conveyor for use with freezing, cooling and heating systems use in the food industry

SUPERFLOW IQF

United States of America
Country Number:

113155.0638 74/548,793
Registered
Owner: YORK
Classes: 11

1,984,607
13-Jul-1994

JHW Sec. 8&15 Due-5 Years 02-Jul-2001

1st Rem-Sec 8&15 Due-6 Years 02-Jan-2002
2nd Rem-Sec 8&15 Due-6 Years 02-May-2002
3rd Rem-Sec 8&15 Due-6 Years 17-Jun-2002
FINAL DATE-Sec 8&15 Due-6 Year 02-Jul-2002
1st Rem-Renewal Due 02-Oct-2005
2nd Rem-Renewal Due 02-May-2006
3rd Rem-Renewal Due 17-Jun-2006
First Renewal 02-Jul-2006

Goods: Food freezers

SUPERSTAK

United States of America
Country Number:

113155.0632
Registered
Owner: YORK
Classes: 11

74/510,986 1,039,260
11-Apr-1994 18-Feb-1997

JHW

Sec. 8&15 Due-5 Years 18-Feb-2002
1st Rem-Sec 8&15 Due-6 Years 18-Aug-2002
2nd Rem-Sec 8&15 Due-6 Years 18-Dec-2002
3rd Rem-Sec 8&15 Due-6 Years 02-Feb-2003
FINAL DATE-Sec 8&15 Due-6 Year 18-Feb-2003
1st Rem-Renewal Due 18-May-2006
2nd Rem-Renewal Due 18-Dec-2006
3rd Rem-Renewal Due 03-Feb-2007
First Renewal 18-Feb-2007

Goods: Food freezers

SUPERTRAK

United States of America
Country Number:

113155.4712
Pending

757792,452
25-Aug-1999

JHW

Send Foreign Filing Letter 25-Jan-2000
Status-1st Office Action 25-Feb-2000
FINAL DATE-Foreign Filing Due 25-Feb-2000

Goods: Commercial food freezers

VRT

United States of America
Country Number:

113155.0647
Unfiled

Owner: YORK
Classes: 11 Goods: Industrial food freezers

JHW

File Application???

01-Mar-2000

TRADEMARK

~~NORTHELD & Sunflake Design~~
~~113155-0738~~
~~Closed~~
~~Owner: YORK~~
~~Goods:~~
~~United Kingdom~~
~~Country Number:~~

JHW
 74719,274
 23-Aug-1995
 2,272,507
 24-Aug-1999

Sec. 8&15 Due-5 Years 24-Aug-2004
 1st Rem-Sec 8&15 Due-6 Years 24-Feb-2005
 2nd Rem-Sec 8&15 Due-6 Years 24-Jun-2005
 3rd Rem-Sec 8&15 Due-6 Years 08-Aug-2005
 FINAL DATE-Sec 8&15 Due-6 Year 24-Aug-2005
 1st Rem-Renewal Due 24-Feb-2009
 2nd Rem-Renewal Due 24-Jun-2009
 3rd Rem-Renewal Due 09-Aug-2009
 Renewal Due 24-Aug-2009
 First Renewal 24-Aug-2009

LST
 113155.0735
 Registered
 Owner: YORK
 Classes: 11
 United States of America
 Country Number:

Goods: In-line food freezing apparatus for use in the food production Industry

JHW
 75746,286
 08-Jul-1999

Rem-Priority Resp to OA Due 03-Feb-2000
 Priority Resp to OA Due 10-Feb-2000
 1st Rem-Resp to OA Due 10-Mar-2000
 2nd Rem-Resp to OA Due 10-Apr-2000
 3rd Rem-Resp to OA Due 10-May-2000
 FINAL DATE-Resp to OA Due 10-Jun-2000

SUPER CONTACT
 113155.0781
 Pending
 Owner: YORK
 United States of America
 Country Number:

Goods:

6

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MASTER TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of February 16, 2000 (this "Assignment") by and between YORK INTERNATIONAL CORPORATION, a Delaware corporation headquartered at 631 South Richland Avenue, York, Pennsylvania 17403 (together with its successors and permitted assigns, "Assignor"), and FRIGOSCANDIA INC., a Maryland corporation headquartered at 200 East Randolph Drive, Chicago, Illinois 60601 (together with its successors and permitted assigns, "Assignee").

RECITALS:

A. Assignor and its subsidiaries are and have been engaged in the Business (as such term is defined in the Acquisition Agreement (as defined below)) (the "Business").

B. Assignor and FMC Corporation, a Delaware corporation, have entered into that certain Acquisition Agreement dated as of February 16, 2000 (as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Acquisition Agreement") providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignor (or Assignor's Affiliates) to Assignee (or Assignee's Affiliates) of all of Assignor's (or Assignor's Affiliates) right, title and interest in, to and under the Business and the Assets (as defined in Section 1.1 of the Acquisition Agreement), including the Transferred Intellectual Property (as such term is defined in Section 1.1.7 of the Acquisition Agreement) pertaining thereto.

C. Assignor (or Assignor's Affiliates) has adopted and registered certain trademarks and service marks described on Schedule A (collectively, the "Registered Trademarks"), and certain marks described on Schedule A hereto for which applications for registration are pending (the "Pending Trademarks"). (Any trademark intent-to-use application, service mark intent-to-use application, any trademark or service mark, trade name, trade style or corporate name that is not a Registered Trademark nor a Pending Trademark, and any Internet domain names which do not contain the word "York" and variations thereof used by Assignor (or its Affiliates) predominately in the conduct of the Business, together with the Registered Trademarks and the Pending Trademarks, each of the foregoing a "Trademark" and collectively, the "Trademarks").

D. Assignor desires to sell and assign to Assignee (or to cause Assignor's Affiliates to sell and assign to Assignee's Affiliates), and Assignee desires to purchase from Assignor (or to cause Assignee's Affiliates to acquire from Assignor's Affiliates), the Trademarks, together with the goodwill symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements and covenants contained herein and in the Acquisition Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignor hereby assigns and sets over unto Assignee (and agrees to cause its applicable Affiliates to assign and set over unto Assignee or Assignee's Affiliates, as the case may be) the following:

(a) Assignor's (or its Affiliates') entire right, title and interest in and to the Trademarks in the United States and in all foreign countries, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof, together with the goodwill of the Business carried on in connection with such Trademarks; and

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor (or its Affiliates) have or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's (or its Affiliate's) own name.

2. Further Assurance. Assignor agrees that it shall (and shall cause its applicable Affiliates to) do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

5. No Third-Party Beneficiaries. Nothing expressed or implied in this Assignment is intended to confer upon any Person, other than the parties hereto and their respective Affiliates, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

6. **GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF) AND, TO THE EXTENT APPLICABLE, THOSE UNITED STATES LAWS, OR THE NATIONAL LAWS OF ANOTHER COUNTRY IN WHICH ANY OF THE TRADEMARKS IS USED, WHETHER OR NOT REGISTERED OR APPLIED FOR, AND THE APPROPRIATE RULES AND REGULATIONS GOVERNING TRADEMARKS IN THE RESPECTIVE COUNTRIES.**

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

8. Acquisition Agreement Governs. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the Acquisition Agreement shall control the extent of the sale and assignment made pursuant to this Assignment. Defined terms with initial capital letters that are used herein but not defined herein shall have the respective meanings, if any, set forth in the Acquisition Agreement.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Master Trademark Assignment to be executed as of the date first written above.

YORK INTERNATIONAL CORPORATION
("Assignor")

By: Jane G. Davis

Name: JANE G. DAVIS

Title: VICE PRESIDENT

~~WITNESS~~
~~ATTEST~~
[Signature]
[Name, Title]

FRIGOSCANDIA INC.
("Assignee")

By: [Signature]

Name: JOHN F. HARTNER

Title: Business Development Director

ATTEST:
Charlotte Mitchell Smith
[Name, Title]
Charlotte Mitchell Smith

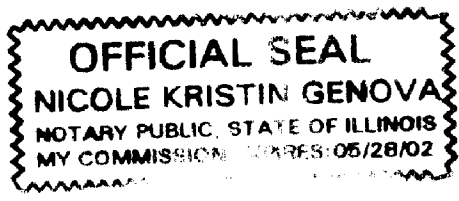
[Master Trademark Assignment]

STATE OF ILLINOIS)

COUNTY OF COOK)

SS:

On this 16th day of February, 2000 before me appeared Jane G. Davis, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.



Nicole Kristin Genova
Notary Public

My commission expires:
5-28-02

[Master Trademark Assignment]

STATE OF ILLINOIS)
COUNTY OF COOK)

SS:

On this 16th day of February, 2000 before me appeared John F. Hartney, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.



Nicole Kristin Genova
Notary Public

My commission expires:

5-28-02

[Master Trademark Assignment]