

02-08-2001

FORM PTO-1594  
1-31-92

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DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

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

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

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

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

Name: Titan Acquisitions, Ltd.

Internal Address: 6060 Burnside Court, Unit #1

Street Address: Mississauga, Ontario, L5T 2T5 Canada

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Canadian Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other Dissolution/Distribution and Winding-Up Agreement
- Merger
- Change of Name

Execution Date: September 29, 1999

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

A. Trademark Application No(s)  
75/301,748

B. Trademark Registration No.(s)  
1,917,814 1,917,815

Additional numbers attached?  Yes  No

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

Name: Anthony Niewyk

Internal Address: Baker & Daniels  
Suite 800

Street Address: 111 E. Wayne Street

City Fort Wayne  
State Indiana  
ZIP 46802

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41):.....\$ 90.00

Enclosed (Check # 050635)

Authorized to be charged to deposit account (any additional fees)

8. Deposit account number:  
02-0385 Baker & Daniels (any additional fees)

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

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.*

Anthony Niewyk  
Name of Person Signing

Signature

January 26, 2001  
Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011), Washington, D.C. 20503

TRADEMARK

REEL: 002232 FRAME: 0134

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of )  
Titan Acquisitions, Ltd. (formerly owned by International )  
Comfort Products Corporation ) Classes: 11  
Serial No. 75/301,748 )  
Filed: June 2, 1997 )  
Mark: INTERNATIONAL COMFORT PRODUCTS )

Box: Assignments  
Director - U.S. Patent and Trademark Office  
Washington, D.C. 20231

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Baker & Daniels, whose postal address is 111 East Wayne Street, Fort Wayne, Indiana 46802, is hereby designated applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY

Titan Acquisitions, Ltd., the owner of the above-identified United States Trademark Application, by Distribution and Winding-Up Agreement, hereby revokes all prior Powers of Attorney and appoints John P. Hoffman, Anthony Niewyk, Jeffrey O. Davidson, Michael D. Smith, Thomas A. Adams, Adam F. Cox, Michael S. Gzybowski, Steven M. Hanley, and Michael D. Schwartz, of Baker & Daniels, 111 East Wayne Street, Suite 800, Fort Wayne, Indiana 46802, our attorneys to prosecute this registration and transact all business in the Patent and Trademark Office connected therewith.

All communications are to be directed to:

Anthony Niewyk  
Baker & Daniels  
111 East Wayne Street, Suite 800  
Fort Wayne, Indiana 46802

Telephone: 219-424-8000  
Facsimile: 219-460-1700

Date: JANUARY 24, 2001

By:

514409  
Herman V. Kling  
Senior Vice President of Sales &  
Marketing

## DISTRIBUTION AND WINDING-UP AGREEMENT

Distribution and Winding-Up Agreement dated September 29, 1999, between International Comfort Products Corporation (the "Corporation") and Titan Acquisitions, Ltd. (the "Shareholder").

WHEREAS the Shareholder, as the sole shareholder of the Corporation, has authorized the voluntary dissolution of the Corporation pursuant to Section 210(3) of the *Canada Business Corporations Act* and on the dissolution of the Corporation is entitled to receive all the property of the Corporation available for distribution to its shareholders;

In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

### Section 1. Conveyance.

The Corporation, except for the Excluded Assets, does hereby grant, bargain, assign, transfer, convey and set over unto the Shareholder all the right, title and interest of the Corporation in and to all its property, assets, rights and business, both real and personal, and both movable and immovable, wherever situate, as of the close of business on September 29, 1999, including without limiting the generality of the foregoing, all cash on hand and in the bank, accounts receivable, refunds, rebates, contracts, causes of action and goodwill.

**TO HAVE AND TO HOLD** unto the Shareholder, its successors and assigns, to and for its and their sole and only use forever.

### Section 2. Contracts Requiring Consent.

It is expressly understood and agreed that any contract to which the Corporation is a party which is not assigned to the Shareholder (because such contract is not assignable without the consent of the other party or parties thereto) shall be held in trust for the Shareholder and performed by the Shareholder in the name of the Corporation, and all benefits derived thereunder shall be for the account of the Shareholder. The Shareholder hereby agrees to indemnify and save harmless the Corporation from and against all liabilities of every nature and kind arising out of or in any way connected with the performance by the Shareholder in the name of the Corporation of any such contract not assigned to the Shareholder.

### Section 3. Power of Attorney.

The Corporation hereby constitutes and appoints the Shareholder, its successors and assigns, the true and lawful attorney of the Corporation for and in the name of or otherwise on behalf of the Corporation with full power of substitution to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the property, assets and business, both real and personal, and both movable and immovable wherever situate of the Corporation to the Shareholder, its successors and assigns. The power of attorney set forth herein is granted by the Corporation to the

Shareholder in contemplation of the dissolution of the Corporation, and the aforementioned power of attorney being coupled with an interest shall not be revoked by the certificate of dissolution being issued by the Director under the *Canada Business Corporations Act* or be otherwise revoked.

**Section 4. Further Assurances.**

The parties hereto agree to do, sign and execute all further acts, instruments or documents which may be necessary or desirable to give effect to this Agreement or to evidence any transfer or assignment contemplated herein, including, without limitation, such deed or deeds in registrable form for the transfer, assignment and conveyance unto the Shareholder of any real or personal property now held by the Corporation or any interest therein.

**Section 5. Excluded Assets.**

The conveyance in Section 1 shall not apply with respect to any policy of insurance or insurance binder held by the Corporation which insures or purports to insure directors and officers of the Corporation with respect to any liability such directors and officers may incur in their capacities as such (collectively, the "Excluded Assets").

**Section 6. Assumption of Liabilities.**

The Shareholder agrees to discharge, perform and fulfill all obligations and liabilities arising out of all agreements, obligations, contracts, commitments, equipment leases and leases of real property of the Corporation (collectively, the "Assumed Liabilities").

The Shareholder shall assume all liability for, and in a due and proper manner pay, satisfy, discharge, perform and fulfill the Assumed Liabilities.

**Section 7. Governing Law.**

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

**Section 8. Parties in Interest.**


This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective legal personal representatives, successors and assigns.

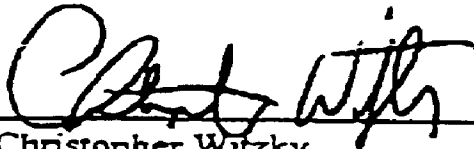
**Section 9. Counterparts.**

This agreement may be executed in any number of counterparts, and all such counterparts, taken together, shall be deemed to constitute one and the same instrument.


IN WITNESS WHEREOF the parties have executed this Agreement.


INTERNATIONAL COMFORT  
PRODUCTS CORPORATION

By:   
\_\_\_\_\_  
Donald Cawley, President  
Authorized Signing Officer

By:   
\_\_\_\_\_  
Christopher Witzky  
Vice President-Treasurer  
Authorized Signing Officer

TITAN ACQUISITIONS, LTD.

By:   
\_\_\_\_\_  
Name: Robert J. O'Byrne  
Title: Vice-President  
Authorized Signing Officer

By:   
\_\_\_\_\_  
Name: Donald K. Cawley  
Title: Vice President  
Authorized Signing Officer