

Mark	Registration No.
ARDCO	1,529,583
COLORGLIDE	1,904,333
DISPLAYRITE	1,875,177
GLIDEMATIC	1,488,291
RIMDOOR	2,072,161
SCAN-X	1,120,902
SWINGLINE 3	1,289,961
SWINGLINE 180	1,304,315
TEMPER-GARD	1,023,774
VANGARD	1,904,334
VANGARD	1,483,291
FLORA FRESH	1,430,132
SWINGLINE II	1,289,962
LEKTRONI-GARD	1,017,323
WATT-GARD	1,015,199
COLORGLIDE	0,978,587

Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS, dated as of March __, 2002, by Carrier Commercial Refrigeration, Inc., a Delaware corporation ("Assignor"), to Ardco Holdings, Inc, a Delaware corporation ("Assignee").

WHEREAS, Assignee (by assignment) and Assignor are parties to an Amended and Restated Purchase Agreement, dated as of March __, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including, without limitation, certain servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

WHEREAS, in accordance with the Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the registered and unregistered trademarks and servicemarks, and applications therefor, including all trademark and servicemark registrations and trademark and servicemark applications naming as applicant "Ardco" or "Ardco, Inc." including those in other countries, primarily used in or primarily associated with the Flat Glass Segment or the Acquired Product Lines as defined in the Agreement and excluding those servicemarks and trademarks listed in Section 2.3(b) of the Agreement (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and

construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

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IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ARDCO HOLDINGS, INC.

By: [Signature]
Name:
Title:

CARRIER COMMERCIAL REFRIGERATION, INC.

By: [Signature]
Name:
Title:

State of New York)
County of New York) ss.:

On this 26 day of March, 2002, before me, Azuwike Ndubaku personally appeared Vice President, Carrier Commercial Refrigeration, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authority capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


[Signature]
Notary Public

J. SITA RAMNARACE
Notary Public, State of New York
No. 01RA6008809
Qualified in Queens County
Commission Expires June 15, 2002

State of New York)
) ss.:
County of New York)

On this 28th day of March, 2002, before me, Glen Kayman, personally appeared Via President, of Proco Holdings, Inc, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authority capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public

J. SITA RAMNARACE
Notary Public, State of New York
No. 01RA6008809
Qualified in Queens County
Commission Expires June 15, 2002

Schedule 3.7(a)
Intellectual Property

ACTIVE PATENTS

Country	Patent # Grant Date	Title
USA	4578902 Apr 1, 1986	Reversible Refrigerator Door With Improved Electrical Outlet Mounting Arrangement
USA	4641461 Feb 10, 1987	Sliding Door Assembly
USA	4656781 Apr 14, 1987	Sliding Door Assembly
USA	4691486 Sep. 8, 1987	Glass Assembly For Refrigerator Doors and Method of Manufacture
USA	4741127 May 3, 1988	Refrigerator Door With Thermal Insulated Outer Frame
USA	4753043 Jun 28, 1988	Pivotaly Mounted Insulated Glass Door Assembly With Self-Contained Structural Support Frame
USA	4831780 May 23, 1989	Refrigerator Door Assembly With Thermal Break Frame
USA	4852303 Aug 1, 1989	Refrigerator Door Frame With Insulated Mullion
USA	4941289 Jul 17, 1990	Refrigerator Door Frame With Insulated mullion
USA	4998382 Mar 12, 1991	Insulated Refrigerator Door Assembly With Substantially All Glass Front Doors
USA	5016146 May 14, 1991	Refrigerator Light Assembly With Bulb Insulating And Protecting
USA	5024023 Jun 18, 1991	Insulated Refrigerator Door Assembly With Substantially All Glass Front Doors
USA	5111618 May 12, 1992	Refrigerator Door Assembly With Stylized Substantially All Glass Front Doors

**Schedule 3.7(a) - Continued
Intellectual Property- Patents**

USA	5,244,273 Sep 14, 1993	Door Hold-Open Device
USA	5,255,473 Oct 26, 1993	Refrigerator Door Assembly With Stylized Substantially All Glass Front
USA	5,333,355 Aug. 2, 1994	Adjustable Automatic Door Closure Apparatus And Method For Use Thereof
USA	5,471,372 Nov 28, 1995	Lighting System For Commercial Refrigerator Doors
USA	5,645,330 Jul 8, 1997	Refrigerated Display Cabinets With Improved Mullion Assembly

b. EXPIRED/LAPSED U.S. PATENTS

4,145,844	Refrigerator door construction
4,261,179	Input control system
4,416,086	Adjustable door mounting arrangement for refrigerated display cabinets
4,428,096	Hold-open mechanism for refrigerated display cabinet having cooperating spring and lobed plate
4,430,770	Door operating mechanism
4,891,912	Refrigerator door assembly with multiple gasket sealing arrangement
4,948,206	Refrigerator door assembly with decorative front trim panels
5,035,085	Refrigerator door assembly with thermal insulated door mounting frame
5,207,490	Safety latch for the lid of a lift-top cabinet
5,214,877	Refrigerator door assembly with venting system

**Schedule 3.7(a) - Continued
Intellectual Property**

**SCHEDULE
REGISTERED TRADEMARKS**

a. ACTIVE REGISTRATIONS (Worldwide)

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>
ARDCO	United States	1529583
	Benelux	347502
	Canada	201284
	Denmark	0628/1980
	Finland	76347 (Expired)
	Germany	981502
	Norway	104798
	Sweden	168545
COLORGLIDE 3	United States	1904333
	Canada	194065
	Finland	77387
DISPLAYRITE	United States	1875177
GLIDEMATIC	United States	1488291
	Canada	364727
RIMDOOR	United States	2072161
SCAN-X	United States	1120902
SWINGLINE 3	United States	1289961
SWINGLINE 180 TEMPER-GARD	Canada	177524
	United States	1023774
VANGARD	United States	1904334

**Schedule 3.7(a) - Continued
Intellectual Property- Patents**

b. EXPIRED REGISTRATIONS (U.S. ONLY)

	1304315	SWINGLINE 180
73677688	1483291	VANGARD
73564897	1430132	FLORA FRESH
73392740	1289962	SWINGLINE II
81017323	1017323	LEKTRONI-GARD
81015199	1015199	WATT-GARD
72447934	0978587	COLORGLIDE

UNREGISTERED TRADEMARKS

M-Line; Enertech; Enertech3; Coolrite; Freezerite; Colorglide II; Enertech Gas-Filled Insulweld; Glidematic II; Glidematic 3; LE600 Lighting System; 800 Lighting System; Lektra-Gard; Magni-matic; Magni-matic I-Plus; Sta-Clear 3; Tandem Mullion; Temper Gard SC3; Temper Gard HST; Uniframe; XL-400 Uniframe; Watt-Gard; Lok-Shelf; Speed-Shelf System; Fast Track; Fast Track 11

Colorglide 3, GlideMatic, XL-500, Sta-Clear 2, Vangard, Enertech2, Rim Door, SwingLine3, SwingLine4, Conveyorette Super Shelves, ProfitMaker, PowerLens, PowerLens2, Scan-X, SwingLine 180, RiteView, DisplayRite,