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U.S. DEPARTMENT OF COMMERCE  
U.S. 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):  
CARRIER COMMERCIAL REFRIGERATION, INC.  
*7-30-02*  
 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: TEMPERBENT GLASS, L.P.  
Internal Address: \_\_\_\_\_  
Street Address: 405 Interstate West Parkway  
City: Lithia Springs State: GA Zip: 30122  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership Georgia  
 Corporation-State \_\_\_\_\_  
 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: 06/07/2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 1,440,625  
\_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Robert H. G. Lockwood, Esq.  
Internal Address: Smith, Gambrell & Russell, LLP  
Suite 3100, Promenade II  
Street Address: 1230 Peachtree Street, N.E.  
City: Atlanta State: GA Zip: 30309-3592

6. Total number of applications and registrations involved: ..... 1  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Robert H. G. Lockwood  
Name of Person Signing  
*Robert H. G. Lockwood*  
Signature  
July 22, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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TRADEMARK  
REEL: 002553 FRAME: 0834

OFFICE OF THE COMMISSIONER OF PATENT AND TRADEMARKS  
FINANCE SECTION  
2002 JUL 30 AM 9:55

## TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of June 7, 2002, is made by Carrier Commercial Refrigeration, Inc., a Delaware corporation ("Assignor"), to Temperbent Glass, L.P., a Georgia limited partnership (Assignee").

WHEREAS, Assignee and Assignor are parties to an Asset Purchase and Sale Agreement, dated as of May 31, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain Purchased Assets (as defined in the Agreement), including the trademark "TEMPERBENT" (referred to herein as the "Mark") and all registrations thereof, including without limitations the registrations listed in Schedule A attached hereto (referred to herein as the "Registrations").

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 Mark and the Registrations.

NOW THEREFORE, Assignor, for good and sufficient consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to the Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Mark and the Registrations, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Mark, whether arising prior to or subsequent to the date of this Trademark Assignment, and any and all renewals of the Registrations 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 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 Assignor had this Trademark Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment 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.

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

CARRIER COMMERCIAL REFRIGERATION, INC.

By: 

Name: Azuwuike Ndukuwa

Title: Vce President, Business Development

State of Connecticut )  
County of Hartford ) ss.: Farmington

On this 7<sup>th</sup> day of June, 2002, before me, Andrea M. Quercia,  
personally appeared Ariwaka Ndakuru, 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 and capacity, and that by his signature on the instrument the person, or the  
entity upon behalf of which the person acted and executed this instrument.

Witness my hand and official seal.  
Andrea M. Quercia  
Notary Public

**ANDREA M. QUERCIA**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES JULY 31, 2007**

**SCHEDULE A**

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
TEMPERBENT	US	1440625	26 MAY 1987
	BENELUX	434401	10 MAY 1988
	CANADA	337928	11 MAR 1988
	UK	B1301215	20 AUG 1987