

12-24-2002

DOCKET NO. 210T289

APPENDIX B

OFFICE OF PUBLIC RECORDS



S. Department of Commerce

Form PTO 1595

702 DEC 13 AM 10:47

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents on hand thereof.

FINANCE SECTION

1. Name of conveying party(ies)
 White Consolidated Industries, Inc.
 18013 Cleveland Parkway
 Cleveland, OH 44135-0920
12-18-02

Additional name(s) of conveying parties attached Yes No
 Individual Citizenship Corporation State
 Association Other _____
 General Partnership _____
 Limited Partnership _____

2. Name and address of receiving party(ies):
 Name: CARRIER CORPORATION
 Address: One Carrier Place
 Farmington, CT 06304-4015

Additional name(s) attached? Yes No
 Individual Citizenship Corporation State
 Association Other _____
 General Partnership _____
 Limited Partnership _____

Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date March 21, 2000

If assignee is not domiciled in the USA, a domestic representative designation is attached Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s)
 If this application is being filed together with a new application the execution date of this application is

A. Trademark Application No.(s) B. Trademark Registration No.(s)
 Please see attached Schedule A
 Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning this document should be mailed:
 Name Dana F. Bigelow
 Address: WALL MARJAMA & BILINSKI LLP
 101 South Salina Street
 Suite 400
 Syracuse NY 13202
 (315)425-9000

6. Total number of application and registrations involved: 7

7. Total fee (37 CFR 3.4) \$280.00
 Enclosed
 Authorized to charge any deficiency or credit any over payment to Deposit Account No. 50-0289

8. Charge Deposit account
 (Attach duplicate copy of this page if paying by deposit)

12/23/2002 6TOM11 00000151 1220761
 01 FC:8521 40.00 OP
 02 FC:8522 150.00 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.

DANA F BIGELOW [Signature] December 13, 2002
 Name of Person Signing Signature Date
 Total Number of Pages Comprising Cover Sheet 5

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

Repln. Ref: 12/23/2002 6TOM11 0011472800
 DAN:500289 Name/Number:1220761
 FC: 9204 \$90.00 CR

TRADEMARK
 REEL: 002638 FRAME: 0306

SCHEDULE A
INTELLECTUAL PROPERTY
UNITED STATES
TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE/ RENEWAL</u>	<u>CLASS</u>
DESIGN (THERMOMETER)	1,220,761	12/21/82(02)	Intl. 11
DESIGN (CHROMATOGRAPHY)	1,220,762	12/21/82(02)	Intl. 11
DESIGN (DROP OF BLOOD)	1,232,628	03/29/83(03)	Intl. 11
DESIGN (FLAME)	1,246,976	08/02/83(03)	Intl. 11
DESIGN (BEAKER)	1,285,951	07/17/84(04)	Intl. 11
ULTRA COLD	1,314,469	01/15/85(05)	Intl. 11
UNIVERSAL NOLIN	1,403,913	08/05/86(06)	Intl. 11, 20, 37,42

TRADEMARK AND PATENT ASSIGNMENT

This assignment ("Assignment") is made by White Consolidated Industries, Inc. ("Seller"), a Delaware corporation, located at 18013 Cleveland Parkway Cleveland, Ohio 44135-0920 and Carrier Corporation, One Carrier Place, Farmington, CN 06304-4015 ("Buyer"), a Delaware corporation.

WITNESSETH:

Whereas, pursuant to by a Master Transfer Agreement dated November 18, 1999 between AB Electrolux and United Technologies Corporation (the "Master Transfer Agreement"), Seller has agreed to sell and assign and transfer certain Assets pertaining to the business of the Frigidaire Commercial Products Company Division of White Consolidated Industries, Inc., including the Trademarks and Patents to Buyer.

Whereas, Seller is the owner, free and clear of all encumbrances, of all right, title and interest in and to the trademark registrations and applications for trademark registrations in the United States and other countries as set forth in Schedule A attached hereto (the "Trademarks"); and

Whereas, Seller is the owner, free and clear of all encumbrances, of all right, title and interest in and to the patents and applications for patents in the United States and other countries as set forth in Schedule B attached hereto (the "Patents"); and

Whereas, pursuant to the Agreement, Seller and Buyer have provided for the sale, assignment and transfer of certain Assets, including the Trademarks and Patents to Buyer.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign and transfer to Buyer, its successors and assigns:

1. Any and all of its right, title and interest throughout the world in, to and under the Trademarks, together with the goodwill symbolized by each of the Trademarks.

2. Any and all of its right, title and interest throughout the world in and to the Patents including any divisions, continuations, continuations-in-part, reissues, renewals and extensions or other applications based in whole or in part thereon, the inventions covered thereby and the related technology.

3. Seller agrees, for itself and its successors and assigns, hereafter to execute all other instruments, and to do all acts reasonably necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to Buyer or its successors and assigns, to vest and confirm in said Buyer, its successors and assigns, to secure the recordation of Patents and Trademarks in the name of Buyer in the patent and/or trademark offices of the appropriate countries

listed in Schedule A and Schedule B and to otherwise give full effect to and perfect the rights of Buyer under this Assignment and the Agreement. All rights and privileges, including the right to sue for past infringement, granted and secured by any of the items assigned to Buyer under this Assignment, will be held and enjoyed by Buyer, its successors, assigns and other legal representatives. Seller does hereby authorize and request competent authorities to issue such Letters Patent as shall be granted upon said applications to Buyer, its successors and assigns.

4. This Assignment is in addition to, and in no manner shall limit the terms or provisions of, any other assignment by Seller of the acquired Assets to Buyer pursuant to the Agreement.

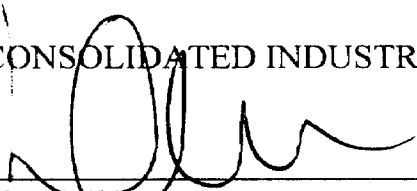
5. The definitions contained in, the Agreement are incorporated by reference into this Assignment.

6. This Trademark and Patent Assignment is being delivered pursuant to the Agreement and shall be construed consistently therewith.

7. Seller hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

IN WITNESS WHEREOF, Seller and Buyer execute this Trademark and Patent Assignment effective on the latter of the dates noted below.

WHITE CONSOLIDATED INDUSTRIES, INC.

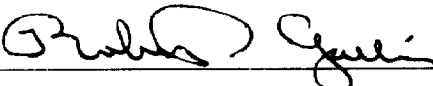
By: 

Olle Wallen
Administrative Sr. V.P.-Legal Dept.

Date: 03/21/2000

ACKNOWLEDGED:

CARRIER CORPORATION

By: 

Robert E. Galli

Date: April 24, 2000

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

On this 21 day of March, 2000 before me personally came **Olle Wallén**, to me known, who being duly sworn, deposes and says that he is the **Administrative Senior Vice President – Legal Department of WHITE CONSOLIDATED INDUSTRIES, INC.**, the corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the seal of said corporation; that it was so affixed by the authority of the Board of Directors of said corporation and that he signed his name thereto by like authority.

Marie E. Florek

NOTARY PUBLIC

MARIE E. FLOREK
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Comm. Expires July 15, 2004

STATE OF CONNECTICUT)
) SS Farmington
COUNTY OF Hartford)

On this 24th day of April, 2000, before me personally came Robert E. Gall, to me known, who being duly sworn, deposes and says that he is the Vice President and General of Council Carrier Corporation, the corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the seal of said corporation; that it was so affixed by the authority of the Board of Directors of said corporation and that he signed his name thereto by like authority.

Evelyn A. Coskey

NOTARY PUBLIC

EVELYN A. COSKEY
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 31, 2002