

02-03-2003

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Form PTO-101 (Rev. 10/02) OMB No. 0651-0047 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102354223

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

1. Name of conveying party(ies): White Consolidated Industries, Inc. 1-29-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State - Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Carrier Corporation
Internal
Address:
Street Address: One Carrier Place
City: Farmington State: CT Zip: 06304-4015
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
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: 03/21/2000 / 04/24/2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,220,761
1,220,762, 1,232,628, 1,246,976
1,285,951, 1,314,469, 1,403,913
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: William W. Habelt
Internal Address: Carrier Corporation
Street Address: Carrier Parkway, P.O. Box 4800
City: Syracuse State: NY Zip: 13221

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41) \$ 190.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 03-0835

DO NOT USE THIS SPACE

9. Signature.
William W. Habelt
Name of Person Signing
Signature
January 23, 2003
Date
Total number of pages including cover sheet, attachments, and document: 6

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

01/31/2003 ECOOPER 00000152 030835 1220761

01 FC:0521 40.00 CH
02 FC:0522 150.00 CH

TRADEMARK REEL: 002662 FRAME: 0655

**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.

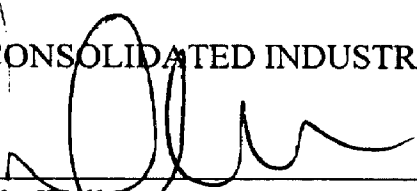
5. The definitions contained in, the Agreement are incorporated by reference into this Assignment.

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 Watten  
Administrative Sr. V.P.-Legal Dept.

Date: 03/21/2000

ACKNOWLEDGED:

CARRIER CORPORATION

By:   
Robert E. Galli

Date: April 27, 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

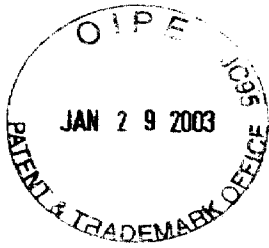
**MARIE E. FLOREK**  
Notary Public - State of Ohio  
Recorded in Cuyahoga County  
My Comm. Expires July 15, 200

STATE OF CONNECTICUT )  
 ) SS Farmington  
COUNTY OF Hartford )

On this 24<sup>th</sup> day of April, 2000, before me personally came Robert E. Galli, to me known, who being duly sworn, deposes and says that he is the Vice President and General of Council of 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



**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