

05-07-2003  
102441041

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

OFFICE OF SPECIAL RECORDS  
RECEIVED  
MAY - 2 11 09 AM '03  
FINANCE SECTION

1. Name of conveying party(ies):  
**Stanley Knight Corporation**  
**3604 Glendora Road**  
**New Troy, Michigan 49119**

5.2.03

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Nunc Pro Tunc Assignment

Execution Date: 5/1/02

2. Name and address of receiving party(ies)

Name: Hobart LLC

Internal

Address: \_\_\_\_\_

Street Address: 701 South Ridge Avenue

City: Troy State: Ohio Zip: 45374

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

Other Delaware Limited Liability Company

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,475,827    2,350,783    2,331,743  
1,583,537    2,412,351    2,528,377

Additional number(s) attached  Yes  No

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

Name: Deborah Schavey Ruff

Internal Address: \_\_\_\_\_

05/06/2003 6TOM11 00000096 1475827

01 FO:8521 40.00 DP  
02 FO:8522 325.00 DP

Street Address: P.O. Box 2828

City: Chicago State: Illinois Zip: 60690-2828

6. Total number of applications and registrations involved: \_\_\_\_\_

14

7. Total fee (37 CFR 3.41).....\$365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

DS Ruff  
Name of Person Signing

DS Ruff  
Signature

5/2/02  
Date

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

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

**Attachment A**

**Trademark Application Number**

75/784,293

76/332,029

**Registration Number**

1,030,004

1,700,448

1,028,579

1,704,784

1,128,952

1,342,430

## NUNC PRO TUNC ASSIGNMENT

WHEREAS, Stanley Knight Corporation, previously a Delaware corporation having offices at 3604 Glendora Road, New Troy, Michigan 49119 (hereinafter called "SELLER", which expression shall include its successors and assigns) has sold all right, title and interest in and to certain trademarks and the registrations pertaining thereto to Hobart LLC, a Delaware limited liability company having offices at 701 South Ridge Avenue, Troy, Ohio 45374 (hereinafter called "PURCHASER", which expression shall include its successors and assigns), along with all other assets of SELLER pursuant to an Agreement and Plan of Merger between Hobart Corporation, a Delaware corporation, Wittco Foodservice Equipment, Inc., a Delaware corporation, ICI Products, Inc., a Delaware corporation, Stanley Knight Corporation, a Delaware corporation, Traulsen & Co. Inc., a Delaware corporation, The Wolf Range Company LLC, a Delaware limited liability company, Gaylord Industries, Inc., an Oregon corporation, KaiRak, Inc., a California corporation, and Hobart LLC, a Delaware limited liability company, effective January 1, 2002 (the "Merger Agreement");

WHEREAS, SELLER, as part of the Merger Agreement, was merged into PURCHASER, and, as of January 1, 2002, SELLER ceases to exist; and


WHEREAS, as part of the Asset Purchase Agreement, SELLER transferred all of its assets, including the marks listed on Schedule A and the goodwill associated therewith, to PURCHASER; however, the parties failed to execute a formal Trademark assignment document in conjunction with the Asset Purchase Agreement.

### WITNESSETH:

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that SELLER, for and in consideration, receipt, adequacy and sufficiency of which is hereby acknowledged by SELLER, does hereby assign *nunc pro tunc*, effective January 1, 2002, unto PURCHASER the entire right, title and interest in and to the marks listed on Schedule A, the goodwill associated therewith, and the right to recover for all past infringements thereof.

FURTHER, because SELLER ceases to exist separate and apart from PURCHASER, Hobart Corporation, the former parent corporation of SELLER agrees to execute or cause to be executed all documents on behalf of SELLER, and otherwise to do all things which will vest all right, title and interest in and to the marks listed on Schedule A in PURCHASER.

Stanley Knight Corporation,  
By its previous sole shareholder,  
Hobart Corporation, a Delaware corporation

By:   
Allan C. Sutherland  
Vice President

Date: May 1, 2002