

05-07-2003

Form PTO-1594
Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼



102441042

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.

Name of conveying party(ies):
Wittco Foodservice Equipment, Inc.
7737 North 81st Street
Milwaukee, Wisconsin 53223 **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: 5/1/2002

2. Name and address of receiving party(ies)

Name: Hobart LLC
Internal Address: _____

Street Address: 701 South Ridge Avenue

City: Troy State: Ohio

- 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

OFFICE OF PATENT RECORDS
FINANCE SECTION
MAY - 2 AM 9:11

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

A. Trademark Application No.(s)
76/093,100

B. Trademark Registration No.(s)
1,608,993 2,052,957
2,063,883 2,086,268
2,203,447

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: Mayer Brown Rowe & Maw

Street Address: P.O. Box 2828

City: Chicago State: Illinois Zip: 60690-2828

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$165.00

- 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.

Deborah Ruff
Name of Person Signing

[Signature]
Signature

5/2/02
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

TRADEMARK
REEL: 002725 FRAME: 0693

NUNC PRO TUNC ASSIGNMENT

WHEREAS, Wittco Foodservice Equipment, Inc., previously a Wisconsin corporation having offices at 7737 North 81st Street, Milwaukee, Wisconsin 53223 (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.

Wittco Foodservice Equipment, Inc.,
By its previous sole shareholder,
Hobart Corporation, a Delaware corporation

By: 
Allan C. Sutherland
Vice President

Date: May 1, 2002

SCHEDULE A

Mark	Country	Registration Number	Registration Date	Classes	Application Number	Application Date
DELI GOURMET & DESIGN	US	1,608,993	08/07/1990	11	74/000,238	11/16/1989
DELI GOURMET & DESIGN	UK	2,063,889	07/11/1997	11, 30, 42	2,063,889	03/26/1996
DELI GOURMET (BLOCK)	US	2,203,447	11/17/1998	11	75/079,309	03/27/1996
DELI GOURMET (BLOCK)	UK	2,052,057	11/28/1997	11, 30, 42	2,052,057	01/17/1996
SELECT-A-THERM	US	2,086,268	08/05/1997	11	75/649,535	03/21/1995
WITCO & DESIGN	US			11	76/093,100	07/19/2000

1127350 00650110

RECORDED: 05/02/2003

TRADEMARK
REEL: 002725 FRAME: 0695