

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

Bally Refrigerated Boxes, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 8/26/03

2. Name and address of receiving party(ies)

Name: PNC Bank, N.A.

Internal

Address:

Street Address: 1600 Market Street

City: Philadelphia State: PA Zip: 19103

- Individual(s) citizenship
- Association National Association
- General Partnership
- Limited Partnership
- 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

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

A. Trademark Application No.(s) SEE ATTACHED

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Eric A. Dichter

Internal Address: Wolf, Block, Schorr and Solis-

Cohen LLP

Street Address: 1650 Arch Street - 22nd Floor

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41).....\$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

232820

DO NOT USE THIS SPACE

9. Signature.

Eric A. Dichter
Name of Person Signing


Signature

10/23/03
Date

Total number of pages including cover sheet, attachments, and document: 10

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

CH \$565.00 232820 78148650

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Additional Names of Conveying Parties:

COMPTOIR FRIGORIFIQUE DU SUD-EST-COFRISSET S.A., Corporation of France
NATIONAL REFRIGERANTS, INC., Pennsylvania Corporation
NATIONAL REFRIGERANTS OF AMERICA LIMITED, Corporation of United Kingdom
NATIONAL REFRIGERANTS FRANCE S.A.R.L., Corporation of France
NATIONAL REFRIGERATION & AIR CONDITIONING PRODUCTS, INC.,
 Pennsylvania Corporation
UNITED REFRIGERATION FRANCE S.A.R.L., Corporation of France
UNITED REFRIGERATION, INC., Pennsylvania Corporation
UNITED REFRIGERATION OF CANADA LTD., Corporation of Canada
URD, INC., Delaware Corporation
NATIONAL REFRIGERANTS OF CANADA LTD., Corporation of Canada
PSG CONTROLS, INC., Pennsylvania Corporation
UNITED REFRIGERATION (UK) LIMITED, Corporation of United Kingdom

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Trademark	Reg/Ser. No. Issue/Filing Date	Owner
THERMOWELD Registered	1331909 April 23, 1985	Bally Engineered Structures, Inc.
BALLY Renewed	857032 September 17, 1968	Bally Engineered Structures, Inc.
B (Stylized) Renewed	789062 May 4, 1965	Bally Engineered Structures, Inc.
SPEED-LOK Renewed	739362 October 16, 1962	Bally Engineered Structures, Inc.
National Comfort Products	1706529	National Refrigeration and Air Conditioning Products, Inc.
Trenton Refrigeration Products	2288573	National Refrigeration and Air Conditioning Products, Inc.
Trenton Refrigeration Products	2288572	National Refrigeration and Air Conditioning Products, Inc.
Kleen Coil	2101647	National Refrigeration & Air Conditioning Products, Inc.
Revac	2131159	National Refrigeration & Air Conditioning Products, Inc.
Globesafe	2069043	National Refrigeration and Air Conditioning Products, Inc.
Gilobesaver	2137785	National Refrigeration and Air Conditioning Products, Inc.
NRP	1905249	National Refrigeration and Air Conditioning Products, Inc.
Servicewatch	78-148650	PSG Controls, Inc.
Hotelstat	2112264	PSG Controls, Inc.
Kwik-Therm	2093054	PSG Controls, Inc.
Accutherm	2181758	PSG Controls, Inc.
Lin-STAT	1782514	PSG Controls, Inc.
Design-1	1197764	PSG Controls, Inc.
Accustat	1045330	PSG Controls, Inc.
NCP	2222326	United Refrigeration, Inc.
UR	76-484820	URD, Inc.
United Refrigeration	76-484819	URD, Inc.

**ACKNOWLEDGMENT, AMENDMENT AND CONFIRMATION OF TRADEMARK
SECURITY AGREEMENT**

THIS ACKNOWLEDGMENT, AMENDMENT AND CONFIRMATION OF TRADEMARK SECURITY AGREEMENT ("Amendment") is made this 26th day of August, 2003 by and among BALLY REFRIGERATED BOXES, INC., COMPTOIR FRIGORIFIQUE DU SUD-EST-COFRISSET S.A., NATIONAL REFRIGERANTS, INC., NATIONAL REFRIGERANTS OF AMERICA LIMITED, NATIONAL REFRIGERANTS FRANCE S.A.R.L., NATIONAL REFRIGERATION & AIR CONDITIONING PRODUCTS, INC., UNITED REFRIGERATION FRANCE S.A.R.L., UNITED REFRIGERATION, INC., UNITED REFRIGERATION OF CANADA LTD., URD, INC. (collectively, the "Original Grantors"), NATIONAL REFRIGERANTS OF CANADA LTD., PSG CONTROLS, INC., UNITED REFRIGERATION (UK) LIMITED (collectively, the "New Grantors" and together with the Original Grantors, collectively, the "Grantors" and each a "Grantor") and PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the "Grantee").

BACKGROUND

A. As security for the Obligations (as defined in that certain Collateral Agency Agreement dated as of September 18, 1998 among each of the Original Grantors, United Refrigeration Limited, Grantee, PNC Bank, National Association, as Loan Agent ("Loan Agent"), successor to PNC Bank, National Association, in its individual capacity, The Prudential Insurance Company of America, AllState Life Insurance Company, The Franklin Life Insurance Company, American General Life and Accident Insurance Company, The United States Life Insurance Company in the City of New York, All American Life Insurance Company, Life Reassurance Corporation of America, and KZN Soleil-2 LLC (as amended by that certain Amendment, Ratification and Confirmation of Collateral Agency Agreement dated of even date herewith and as the same may be amended, modified or restated from time to time, the "**Collateral Agency Agreement**"), the Original Grantors executed and delivered to Grantee that certain Trademark Security Agreement dated as of September 18, 1998 and recorded with the United States Patent and Trademark Office at Reel 1755, Frame 0900 on September 23, 1998 (as the same may be amended from time to time, being the "**Trademark Security Agreement**"), pursuant to which the Original Grantors, *inter alia*, granted to Grantee a security interest in the trademarks identified on **Exhibit "A"** attached hereto and made a part hereof as the Existing Trademarks, the Existing Common Law Trademarks and the Existing Tradenames.

B. In connection with the execution of that certain Amended and Restated Revolving Credit, Equipment Loan, Mortgage Loan and Security Agreement of even date herewith among Loan Agent, Grantors, Guarantors (as defined therein) and the Lenders from time to time party thereto, Loan Agent and Grantors have agreed, *inter alia*, that (i) the New Grantors shall become parties to the Trademark Security Agreement and (ii) Grantors shall grant to Grantee as additional security for the Obligations, a security interest in and lien against the trademarks identified on **Exhibit "A"** attached hereto and made a part hereof as Additional Trademarks (collectively, the "**Additional Trademarks**").

C. As used herein "**Obligations**" shall have the meaning given such term in the Collateral Agency Agreement. All capitalized terms used herein and not separately defined herein shall have the meanings provided for such terms in the Trademark Security Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

BLU\139059\3\WPNC008-211677

**TRADEMARK
REEL: 002735 FRAME: 0683**

1. **Additional Grantors.** From and after the date hereof, each New Grantor shall be a "Grantor" under the Trademark Security Agreement and shall be bound by all terms and conditions thereof. Unless otherwise specifically restated for New Grantors hereunder, all representations, warranties and covenants under the Trademark Security Agreement shall be deemed to be the representations, warranties and covenants of New Grantors as if New Grantors were originally named as a "Grantor" under the Trademark Security Agreement. All references to "Grantor" in the Trademark Security Agreement shall hereafter be deemed to include New Grantors.
2. **Additional Collateral.** **Schedule A** of the Trademark Security Agreement is hereby amended to include the Additional Trademarks. Each Grantor hereby assigns, pledges and grants to Agent a continuing security interest in and to the Additional Trademarks and such Additional Trademarks shall be included within the term "Assets", as defined in the Trademark Security Agreement.
3. **Ratification and Confirmation.** Grantors do hereby ratify, confirm and acknowledge that (a) the statements contained in the foregoing Background are true, accurate and complete in all respects and (b) as amended hereby, all of the terms and conditions of the Trademark Security Agreement, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain valid, binding and in full force and effect and are hereby ratified, confirmed and continued as security for all Obligations.
4. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of each Grantor and shall inure to the benefit of the successors and assigns of Grantee.
5. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.
6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
7. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

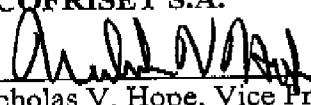
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

BALLY REFRIGERATED BOXES, INC.

By: 
Nicholas V. Hope, Secretary

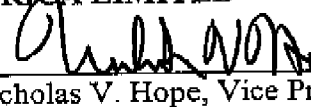
COMPTOIR FRIGORIFIQUE DU SUD-EST-COFRISSET S.A.

By: 
Nicholas V. Hope, Vice President


NATIONAL REFRIGERANTS, INC.

By: 
Nicholas V. Hope, Treasurer

NATIONAL REFRIGERANTS OF AMERICA LIMITED

By: 
Nicholas V. Hope, Vice President

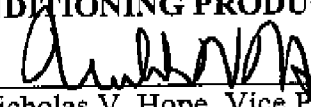
NATIONAL REFRIGERANTS OF CANADA LTD.

By: 
Nicholas V. Hope, Vice President

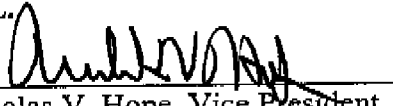
NATIONAL REFRIGERANTS FRANCE S.A.R.L.

By: 
Nicholas V. Hope, Vice President

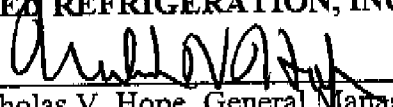
NATIONAL REFRIGERATION & AIR CONDITIONING PRODUCTS, INC.

By: 
Nicholas V. Hope, Vice President


UNITED REFRIGERATION FRANCE S.A.R.L.

By: 
Nicholas V. Hope, Vice President

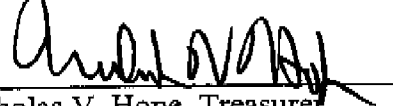
UNITED REFRIGERATION, INC.

By: 
Nicholas V. Hope, General Manager

UNITED REFRIGERATION (U.K.) LIMITED

By: 
Nicholas V. Hope, Vice President


UNITED REFRIGERATION OF CANADA LTD.

By: 
Nicholas V. Hope, Treasurer

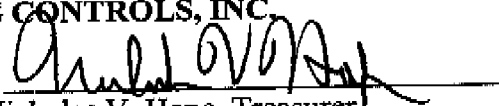
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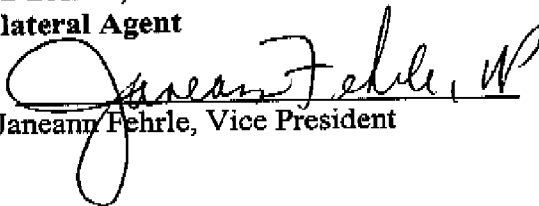
URD, INC.

By: 
Nicholas V. Hope, Secretary

PSG CONTROLS, INC

By: 
Nicholas V. Hope, Treasurer

**PNC BANK, NATIONAL ASSOCIATION as
Collateral Agent**

By: 
Janeann Fehrle, Vice President

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF PHILADELPHIA :

On this, the 26th day of August, 2003, before me, a Notary Public, personally appeared Nicholas V. Hope who acknowledged himself to be the Secretary of **BALLY REFRIGERATED BOXES, INC.** and **URD, INC.**, the Treasurer of **NATIONAL REFRIGERANTS, INC.**, **PSG CONTROLS, INC.** and **UNITED REFRIGERATION OF CANADA LTD.**, the General Manager of **UNITED REFRIGERATION, INC.** and the Vice President of **COMPTOIR FRIGORIFIQUE DU SUD-EST-COFRISSET S.A.**, **NATIONAL REFRIGERANTS OF AMERICA LIMITED**, **NATIONAL REFRIGERANTS OF CANADA LTD.**, **NATIONAL REFRIGERANTS FRANCE S.A.R.L.**, **NATIONAL REFRIGERATION & AIR CONDITIONING PRODUCTS, INC.**, **UNITED REFRIGERATION FRANCE S.A.R.L.** **UNITED REFRIGERATION (U.K.) LIMITED** and that he as such officer of each of the them, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of each such entity by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Carol A. Rader

Notary Public
My commission expires:



COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF PHILADELPHIA :

CAROL A. RADER
COMMONWEALTH OF PENNSYLVANIA
COMMISSIONER OF DEEDS
MY COMMISSION EXPIRES JULY 11, 2006

On this, the 26th day of August, 2003, before me, a Notary Public, personally appeared Jancann Fehrle who acknowledged herself to be a Vice President of **PNC BANK, NATIONAL ASSOCIATION**, and that she as such Vice President, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by herself as such Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Carol A. Rader

Notary Public
My commission expires:



CAROL A. RADER
COMMONWEALTH OF PENNSYLVANIA
COMMISSIONER OF DEEDS
MY COMMISSION EXPIRES JULY 11, 2006

EXHIBIT "A"

EXISTING TRADEMARKS

Trademark	Reg/Ser. No. Issue/Filing Date	Owner
THERMOWELD Registered	1331909 April 23, 1985	Bally Engineered Structures, Inc.
BALLY Renewed	857032 September 17, 1968	Bally Engineered Structures, Inc.
B (Stylized) Renewed	789062 May 4, 1965	Bally Engineered Structures, Inc.
SPEED-LOK Renewed	739362 October 16, 1962	Bally Engineered Structures, Inc.
National Comfort Products	1706529	National Refrigeration and Air Conditioning Products, Inc.

EXISTING COMMON LAW TRADEMARKS

OWNER

National Refrigerants (Block letters and Stylized)
NRI (Block letters and Stylized)
NRAC (Block letters and Stylized)

Continental Refrigerator (Block letters and Stylized)
CRC (Block letters and Stylized)

National Refrigerants, Inc.
National Refrigerants, Inc.
National Refrigeration & Air Conditioning Products, Inc.
National Refrigeration & Air Conditioning Products, Inc.
National Refrigeration & Air Conditioning Products, Inc.

EXISTING TRADENAMES

OWNER

United Refrigeration, Inc.
 National Refrigerants, Inc.
 National Refrigeration and Air Conditioning Products, Inc.
 Bally Refrigerated Boxes, Inc.
 United Refrigeration (U.K.), Ltd.
 National Refrigerants of America, Ltd.
 United Refrigeration France S.A.R.L.
 National Refrigerants France S.A.R.L.
 Cofriset, Inc.
 **Pameco

URD, Inc.
 National Refrigerants, Inc.
 National Refrigeration and Air Conditioning Products, Inc.
 Bally Refrigerated Boxes, Inc.
 United Refrigeration (U.K.), Ltd.
 National Refrigerants of America, Ltd.
 United Refrigeration France S.A.R.L.
 National Refrigerants France S.A.R.L.
 Comptoir Frigorifique Du Sud-Est-Cofriset S.A.
 URD, Inc.

** Transfer of tradename from Pameco Corp. to URD, Inc. is pending

ADDITIONAL TRADEMARKS

Trademark	Reg/Ser. No. Issue/Filing Date	Owner
Trenton Refrigeration Products	2288573	National Refrigeration and Air Conditioning Products, Inc.
Trenton Refrigeration Products	2288572	National Refrigeration and Air Conditioning Products, Inc.
Kleen Coil	2101647	National Refrigeration & Air Conditioning Products, Inc.
Revac	2131159	National Refrigeration & Air Conditioning Products, Inc.
Globesafe	2069043	National Refrigeration and Air Conditioning Products, Inc.
Globesaver	2137785	National Refrigeration and Air Conditioning Products, Inc.
NRP	1905249	National Refrigeration and Air Conditioning Products, Inc. 539 Dunksferry Road Bensalem, PA 19020
Servicewatch	78-148650	PSG Controls, Inc.
Hotelstat	2112264	PSG Controls, Inc.
Kwik-Therm	2093054	PSG Controls, Inc.
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