

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings → ⇌ ⇌ ▼

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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):
Manitowoc
Foodservice Companies, Inc.

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

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

2. Name and address of receiving party(ies)

Name: JEMorgan Chase Bank, N.A., as agent
Internal
Address: _____

Street Address: 131 S. Dearborn St.
City: Chicago State: IL Zip: 60670

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Association

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: June 10, 2005

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Laura Konzath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL Zip: 60601

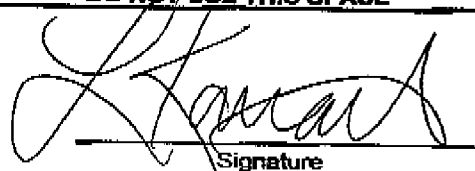
6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41)\$ 840

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
232428

9. Signature.

Laura Konzath  6/15/05
Name of Person Signing Signature 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

CH \$840.00 232428 78501867

Continuation
Item 4SCHEDULE A

MARK	REGISTRATION NO.	REGISTRATION DATE
ARCTIC PURE	2936846	03/29/2005
AUCS (Stylized)	1832102	04/19/1994
CVD TECHNOLOGY	2528210	01/08/2002
EKWIC	2757637	08/26/2003
EKWIC CONFIGURATOR	2757638	08/26/2003
EXPRESS BY KOLPAK	2464109	06/26/2001
FLOMATIC	2313404	02/01/2000
GUARDIAN	2749629	08/12/2003
HARFORD DURACOOOL	2423754	01/23/2001
HARFORD DURACOOOL & Design	2327994	03/14/2000
HYDRO-CHIL	1857605	10/11/1994
KOLPAK	2270415	08/17/1999
KOOLAIRE	2515940	12/04/2001
M Design	2697599	03/18/2003
MANITOWOC & Snowflake Design	1292069	08/28/1984
MCCALL & Design	1460760	10/13/1987 (allow to expire 10/13/2007)
MULTIPLEX	858783	10/22/1968
POINT OF USE	2283733	10/05/1999
POLAR-CHILL	2154027	04/28/1998
POLAR-PAK	1804321	11/16/1993
QUIETQUBE	2458492	06/05/2001
RDI	1992851	08/13/1996
SERVEND (Stylized)	2277880	09/14/1999
Snowflake Logo	2816336	02/24/2004
SOFT QUBE	78/501867 (App)	10/19/2004 (App.)
SURROUNDVIEW	2277871	09/14/1999

MARK	REGISTRATION NO.	REGISTRATION DATE
TORNADO	78/315723 (App.)	10/20/2003 (App.)
TRI-LIMINATOR & Design	1384152	02/25/1986
RELYCO	2277881	09/14/1999
BRUSH UP PAD	2277671	09/14/1999
DURACOOOL	1324318	03/12/1985
HARFORD DURACOOOL	2327994	03/14/2000
ACCUTRAK	2215246	12/29/1998

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Manitowoc Foodservice Companies, Inc., a Nevada corporation (the "Grantor"), with principal offices at 905 Southern Way, Sparks, Nevada 89432, hereby assigns and grants to JPMorgan Chase Bank, N.A., as Collateral Agent, with offices at 131 South Dearborn Street, Chicago, Illinois 60670 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 10, 2005 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 10th day of June, 2005.

MANITOWOC FOODSERVICE
COMPANIES, INC., as Grantor

By: *Stanley C. Johnson*
Name: *Stanley C. Johnson*
Title: *President*

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 16th day of June, 2005.

MANITOWOC FOODSERVICE
COMPANIES, INC., as Grantor

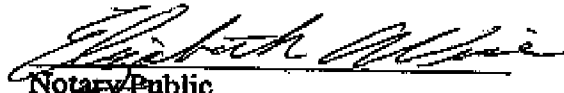
By: _____
Name:
Title:

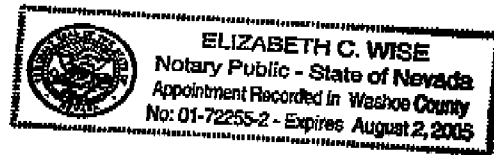
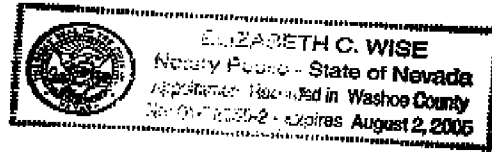
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

By: *Mark Kelly*
Name: *Mark Kelly*
Title: *Vice President*

STATE OF _____)
) ss:
COUNTY OF _____)

On this 10th day of June, 2005, before me personally came Stanley St. John, who, being by me duly sworn, did state as follows: that [s]he is President of Manitowoc Foodservice Companies, Inc., and that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


Notary Public



SCHEDULE A

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EKWIC	2757637	08/26/2003
EKWIC CONFIGURATOR	2757638	08/26/2003
EXPRESS BY KOLPAK	2464109	06/26/2001
FLOMATIC	2313404	02/01/2000
GUARDIAN	2749629	08/12/2003
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ACCUTRAK	2215246	12/29/1998

CHI:1544159.2

RECORDED: 06/15/2005

TRADEMARK
REEL: 003132 FRAME: 0084
** TOTAL PAGE: 12 **