

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APW Ltd.		11/23/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	McLean Midwest Corporation		
Street Address:	11611 Business Park Blvd. North		
City:	Champlin		
State/Country:	MINNESOTA		
Postal Code:	55316		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2561748	VCOOL	
Registration Number:	2547907	MCLEAN	
Serial Number:	78261763	RPM SERVICE	
CORRESPONDENCE DATA			
Fax Number:	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414.271.2400		
Email:	PTOMailMilwaukee@Foley.com		
Correspondent Name:	James A. Wilke		
Address Line 1:	777 East Wisconsin Avenue		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	065215-0128		
NAME OF SUBMITTER:	Jennifer Vandenplas		

CH \$90.00 2561748

Signature:	/Jennifer Vandenplas/
Date:	12/22/2005
Total Attachments: 4 source=Assignment DD#page1.tif source=Assignment DD#page2.tif source=Assignment DD#page3.tif source=Assignment DD#page4.tif	

ASSIGNMENT OF REGISTERED TRADEMARKS AND APPLICATION

This Assignment is made effective December __, 2005, by APW Ltd., a Bermuda corporation ("Assignor") having its principal place of business at 2 Church Street, Hamilton, Bermuda HM CX, for the benefit of McLean Midwest Corporation, a Minnesota corporation ("Assignee") having its principal place of business at 11611 Business Park Blvd. North, Champlin, Minnesota 55316.

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. Trademark Registrations listed on the attached Schedule of Trademarks, registered in the U.S. Patent and Trademark Office on the dates listed on the attached Schedule of Trademarks, which registrations are now valid and subsisting (the "Registrations"), and the U.S. Trademark Application listed on the attached Schedule of Trademarks, which application is now pending in the U.S. Patent and Trademark Office and was filed on the date listed on the attached Schedule of Trademarks (the "Application"), and the corresponding trademarks listed on the attached Schedule of Trademarks (the "Trademarks"); and

WHEREAS, Assignee desires to acquire from Assignor the Trademarks, the Registrations, and the Application, and the goodwill of the business in connection with which the Trademarks, the Registrations, and the Application are used;

WHEREAS, Assignee is the successor to that portion of the business of Assignor to which the trademark RPM SERVICE and the Application pertain;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to

sell, assign, and transfer to Assignee, its successors and assigns, and does hereby sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks, the Registrations, and the Application, and the goodwill of the business symbolized by the Trademarks, the Registrations, and the Application and in connection with which the Trademarks, the Registrations, and the Application are used, and all claims and demands, if any, including all claims and demands for past infringement, that Assignor may have in connection with the Trademarks or the Registrations or the Application arising before and as of the date of this Assignment.

Assignor agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights assigned hereunder. Assignor agrees to assist Assignee at Assignee's expense with all proceedings involving the Trademarks, the Registrations, and the Application assigned hereunder, including but not limited to infringement suits, cancellation proceedings, and priority contests.

Assignor and Assignee acknowledge that Assignee is the successor to that portion of the business of Assignor which the trademark RPM SERVICE and the Application pertain.

The terms and provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding on Assignor and its legal representatives and any corporation controlling Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized officer as of the date first stated above.

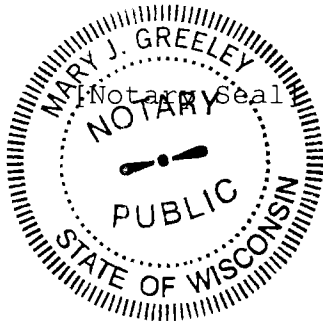
APW Ltd.
By: Rhonda Matschke

Name: Rhonda Matschke

Title: Executive Vice President, Human Resources

STATE OF WISCONSIN)
Waukesha) ss
~~KNOWS~~ WISCONSIN COUNTY)

Rhonda Matschke, known to me to be the Executive Vice President, Human of APW Ltd., personally appeared before me this 2nd day of November 2005, and executed or acknowledged to me that he executed the foregoing Assignment on behalf of APW Ltd. and pursuant to authority duly received.



Mary J. Greeley
Notary Public, Mary J. Greeley
State of Wisconsin
My Commission is permanent/expires: 1/9/2009

Schedule of Trademarks
for Assignment by
APW Ltd.
to McLean Midwest Corporation

Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
VCOOL	2,561,748	April 16, 2002
MCLEAN	2,547,907	March 12, 2002

Trademark Applications

<u>Trademark</u>	<u>Application Ser. No.</u>	<u>Filing Date</u>
RPM SERVICE	78/261,763	June 12, 2003