

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/30/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keltner Enterprises, Inc.		12/30/2005	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Keltner Enterprises, LLC
Street Address:	2829 S. Scenic Avenue
City:	Springfield
State/Country:	MISSOURI
Postal Code:	65807
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1636592	CLIMATE CONTROL

CORRESPONDENCE DATA

Fax Number: (615)244-6804
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 615-850-8741
 Email: rfelber@wallerlaw.com
 Correspondent Name: Robert P. Felber, Jr.
 Address Line 1: 511 Union Street
 Address Line 2: Suite 2700
 Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	019951.60263 - KELTNER
NAME OF SUBMITTER:	Robert P. Felber, Jr.
Signature:	/Robert P. Felber, Jr./

OP \$40.00 1636592

Date:

01/13/2006

Total Attachments: 5

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**ASSIGNMENT OF TRADEMARK, TRADEMARK REGISTRATION AND
ACCOMPANYING GOODWILL**

This Assignment of Trademark, Trademark Registration and Accompanying Goodwill (this "Assignment") is entered into as of December 30, 2005 and effective as of the Effective Time, by and between KELTNER ENTERPRISES, INC., a Missouri corporation with offices at 2829 S. Scenic Avenue, Springfield, Missouri 65807 ("Assignor"), and KELTNER ENTERPRISES, LLC (formerly known as K Acquisition, LLC), a Delaware limited liability company with offices at 2829 S. Scenic Avenue, Springfield, Missouri 65807 ("Assignee"), in accordance with the terms of that certain Asset Purchase Agreement, dated as of December 13, 2005 by and among Assignor, Assignee, Kurt R. Keltner, Ken C. Keltner, Kim W. Keltner, Ken C. Keltner Revocable Trust, Kandace Keltner Prewitt Trust, Kourtney Keltner Colerick Trust (the "Asset Purchase Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademark identified in Schedule A attached hereto (the "Mark"), any applications or registrations therefore and any renewals or extensions of any such registrations, and all rights, including all common law rights, and registrations therein and therefore in any other country or locality worldwide, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark and the resulting right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's rights, title and interest in and to the Mark and the registrations therefore and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of each Assignor.

Remedies of the Assignor or Assignee with respect to any claim arising from a breach of this Assignment shall be as set forth in the Asset Purchase Agreement.

This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to the conflicts of laws principles thereof.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Asset Purchase Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Asset Purchase Agreement, and with respect to matters addressed in the Asset Purchase Agreement but not addressed herein, the parties hereto agree that the terms of the Asset Purchase Agreement shall control.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

ASSIGNOR:

ASSIGNEE:

KELTNER ENTERPRISES, INC.

KELTNER ENTERPRISES, LLC

By: [Signature]

By: _____

Name: Kyle A. Keltner

Name: _____

Title: President

Title: _____

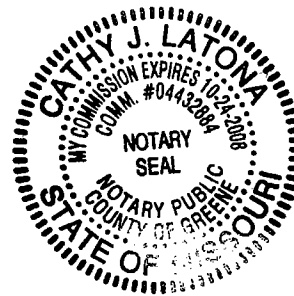
STATE OF Missouri)
COUNTY OF Greene)

Before me, Cathy J. Latona, a Notary Public of said County and State, personally appeared Kyle A. Keltner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of KELTNER ENTERPRISES, INC., the within named Assignor, and that he, as such officer, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation in his capacity as such officer.

Witness my hand and seal, at office in Springfield, Missouri, this 30th day of December, 2005.

Cathy J. Latona
Notary Public

My Commission Expires: 10-24-2008



This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

ASSIGNOR:

ASSIGNEE:

KELTNER ENTERPRISES, INC.

KELTNER ENTERPRISES, LLC

By: _____

By: Donald D. Nabier, III

Name: _____

Name: Donald D. Nabier, III

Title: _____

Title: President

STATE OF _____)

COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of KELTNER ENTERPRISES, INC., the within named Assignor, and that he/she, as such officer, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation in his/her capacity as such officer.

Witness my hand and seal, at office in _____, _____, this _____ day of _____, 2005.

Notary Public

My Commission Expires: _____

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, Paige T. Boston, a Notary Public of said County and State, personally appeared Donald D. Napier, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the ~~President~~ President of KELTNER ENTERPRISES, LLC, the within named Assignee, and that he/she, as such officer, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company in his/her capacity as such officer.

Witness my hand and seal, at office in Nashville, Tennessee, this 30th day of December, 2005.

Paige T. Boston
Notary Public

My Commission Expires: April 21, 2007

SCHEDULE A
TO
ASSIGNMENT OF SERVICE MARKS AND ACCOMPANYING GOODWILL

The Mark

CLIMATE CONTROL - U.S. Registration No. 1,636,592