

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reliable Heating and Air Conditioning Company		01/06/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Carrier Corporation		
Street Address:	One Carrier Place		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78735599	HYBRID HEAT	
CORRESPONDENCE DATA			
Fax Number:	(315)425-9114		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	315-425-9000		
Email:	holmes@wallmarjama.com		
Correspondent Name:	Dana F. Bigelow		
Address Line 1:	101 South Salina Street		
Address Line 2:	4th Floor		
Address Line 4:	Syracuse, NEW YORK 13202		
ATTORNEY DOCKET NUMBER:	210T868.02		
NAME OF SUBMITTER:	Dana F. Bigelow		
Signature:	/Dana F. Bigelow/		

CH \$40.00 78735599

Date:

02/06/2006

Total Attachments: 2

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Trademark Assignment

This trademark assignment ("Assignment") is effective as of January ²³, 2006, ("Effective Date") and is made between Carrier Corporation, a Delaware corporation, having an address and place of business at One Carrier Place, Farmington, Connecticut 06032, its successors and assigns ("Assignee") and Reliable Heating and Air Conditioning Company, a Tennessee corporation, having an address and place of business at 404 Spears Avenue, Chattanooga Tennessee 37405 ("Assignor").

WHEREAS, is the owner of (i) United States Trademark Application No. 78/735599 for HYBRID HEAT for heating, ventilating and air conditioning units and parts therefor in International Class 11; and installation, maintenance and repair of heating, ventilating and air conditioning units in International Class 37; and (ii) common law rights in the mark HYBRID HEAT ("Trademark"); and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademark, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign to Assignee all right, title and interest in and to the Trademark together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof.
2. Assignor represents and warrants that Assignor came up with the trademark HYBRID HEAT of its own idea, or through the idea of an agency engaged primarily to create a new mark and/or advertising campaign, and that there was no misappropriation, unfair business practices or other illicit conduct, whether or not willful, in acquiring or using the trademark HYBRID HEAT. Assignor represents and warrants that it is the rightful true owner of the Trademark, that it rightfully had a bonafide intention to use the Trademark in commerce in accordance with 15 U.S.C. §1051(b), and that it did so use the Trademark in commerce in accordance with 15 U.S.C. §1051(a).
3. Assignor represents and warrants that Assignor has filed an Amendment to Allege Use under 15 U.S.C. §1051(c) for the goods in class 11, in United States Trademark Application No. 78/735599 prior to the Effective Date.
4. Assignor represents and warrants that Assignor has incurred expenses in excess of \$9000.00 US in creating, developing, advertising, using, and/or obtaining rights in the Trademark.
5. Assignor agrees to provide notice to the Assignee that there is reflected in the records of the United States Patent and Trademark Office that the Amendment to Allege Use in connection with the goods in class 11 has been successfully filed in a form deemed acceptable by Assignee.
6. Assignee agrees to pay Assignor a one-time lump sum of Fifteen Thousand U.S. Dollars (\$15,000.00 US). This payment shall occur within thirty (30) business days of the Effective Date and shall be made payable to the Assignor at the above-listed address.
7. As of the payment of the one-time lump sum, Assignor agrees to cease all use of the trademark HYBRID HEAT.

8. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademark and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such execution of any forms, statements or other documents required by any trademark office relating to the Trademark. Assignor shall comply with this section in a timely manner and at its own expense with respect to securing the acceptance of the Amendment to Allege Use in connection with the goods in class 11, and at Assignee's expense in all other matters.

9. This writing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, understandings and representations.

10. The parties may execute two (2) copies of this Agreement, each of which shall constitute an original copy of this Agreement. A scanned, imaged, facsimile or photocopy of this Agreement as executed by the parties shall be deemed to be an original executed copy for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused the agreement to be duly executed by authorized representatives.

CARRIER CORPORATION

**RELIABLE HEATING AND AIR
CONDITIONING COMPANY**

Name: Bryan Rockwell

Name: Clayton M. Cornett

Title: Intellectual Property Counsel

Title: President

Signed: Bryan Rockwell

Signed: Clayton Cornett

Date: 2/1/06

Date: 1/6/06