

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
Carrier Corporation		11/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Carrier Commercial Refrigeration, Inc.		
Street Address:	9300 Harris Corner Parkway		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28269		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3092484	WELLS	
Registration Number:	1627987	BLOOMFIELD	
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:	holmesc@wallmarjama.com		
Correspondent Name:	Dana F. Bigelow		
Address Line 1:	250 South Clinton Street		
Address Line 2:	Suite 300		
Address Line 4:	Syracuse, NEW YORK 13202		
ATTORNEY DOCKET NUMBER:	WELLS & BLOOMFIELD TMS		
NAME OF SUBMITTER:	Dana F. Bigelow		
Signature:	/Dana F. Bigelow/		

CH \$65.00 3092484

Date:

11/13/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This assignment ("Assignment") is made by Carrier Corporation, a Delaware corporation, located at One Carrie Place, Farmington, Connecticut 06034-4015 ("Seller"), and Carrier Commercial Refrigeration, Inc, a Delaware corporation located at 9300 Harris Corner Parkway, Charlotte, North Carolina 28269 ("Buyer").

WITNESSETH:

Whereas, for good and valuable consideration, Seller has agreed to sell, assign and transfer to Buyer certain Assets pertaining to the business of Carrier Commercial Refrigeration, Inc., including the Trademarks.

Whereas, Seller is the owner, free and clear of all encumbrances, of all right, title and interest in and to the trademark registrations and applications for trademark registrations in the United States and other countries as set forth in Schedule A attached hereto (the "Trademarks"); and


Whereas, Seller and Buyer have agreed to the sale, assignment and transfer of certain assets, including the Trademarks to Buyer.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign and transfer to Buyer, its successors and assigns:

1. Any and all of its right, title and interest throughout the world in, to and under the Trademarks, together with the goodwill symbolized by each of the Trademarks.
2. Seller agrees, for itself and its successors and assigns, hereafter to execute all other instruments, and to do all acts reasonably necessary or proper to secure the recordation of Trademarks in the name of Buyer in the patent and/or trademark offices of the appropriate countries listed in Schedule A and to otherwise give full effect to and perfect the rights of Buyer under this Assignment. All rights and privileges, including the right to sue for past infringement, granted and secured by any of the items assigned to Buyer under this Assignment, will be held and enjoyed by Buyer, its successors, assigns and other legal representatives.
3. This Assignment is in addition to, and in no manner shall limit the terms or provisions of, any other assignment by Seller of the acquired assets to Buyer.
4. Seller hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

IN WITNESS WHEREOF, Seller and Buyer execute this Trademark Assignment effective on the latter of the dates noted below.

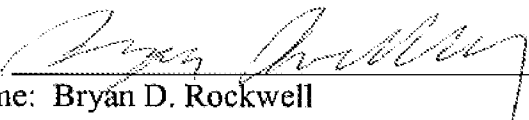
Carrier Corporation

By: 
Name: Bryan D. Rockwell
Title: Assistant Secretary

Date: 11/8/06

ACKNOWLEDGED:

Carrier Commercial Refrigeration, INC.

By: 
Name: Bryan D. Rockwell
Title: Assistant Secretary

Date: 11/2/06

SCHEDULE A

Mark	Application No	Registration No.	Country	File No.
WELLS	78/512,854	3,092,484	United States	210T600.01
BLOOMFIELD	73/808,211	1,627,987	United States	210T599