

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
Jade Products Company		04/02/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jade Range, LLC		
Street Address:	1400 Toastmaster Drive		
Internal Address:	c/o The Middleby Corporation		
City:	Elgin		
State/Country:	ILLINOIS		
Postal Code:	60120		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2350280	JADE	
Registration Number:	2957986	JADE	
Registration Number:	2970202	TITAN	
CORRESPONDENCE DATA			
Fax Number:	(212)735-3000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Matthew B. Fagin, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	610710/16		
NAME OF SUBMITTER:	Matthew B. Fagin		

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REEL: 003632 FRAME: 0001

Signature:

/Matthew Fagin/

Date:

10/02/2007

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment, dated as of April 2, 2007, (the "Trademark Assignment"), is entered into by and between Jade Products Company, a corporation incorporated under the laws of the State of Delaware ("Assignor"), and Jade Range, LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor holds the trademarks and service marks, including the registrations and applications listed on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of February 17, 2007, by and among Assignor, Assignee and others, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in and to the Transferred Intellectual Property (as defined therein), including the Trademarks.

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

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee, in perpetuity, any and all of Assignor's right, title and interest in, to, and under (i) the Trademarks, including all registrations therefor and renewals thereof, (ii) any and all intellectual property and other proprietary rights in and to such Trademarks, including all goodwill appurtenant thereto or symbolized thereby, (iii) any and all legal actions and rights and remedies at law or in equity, including the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies for past infringements, misappropriations, or other violations of the Trademarks; (iv) any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks; and (v) any and all rights corresponding thereto throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives (together, the "Assigned Rights").

2. Each party will, at Assignee's expense, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar or other authority to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

3. Assignor authorizes the United States Patent and Trademark Office to record the Trademarks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.

4. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties. This Assignment shall become effective when each party to this Assignment shall have received counterparts signed by all of the other parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

JADE PRODUCTS COMPANY,
as Assignor

By: Margaret McLeod
Name: Margaret McLeod
Title: Authorized Signatory

JADE RANGE, LLC, as Assignee

By: _____
Name: _____
Title: _____

[Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

JADE PRODUCTS COMPANY,
as Assignor

By: _____
Name:
Title:

JADE RANGE, LLC, as Assignee

By: 
Name: TIMOTHY J. FITZGERALD
Title: CHIEF FINANCIAL OFFICER

[Trademark Assignment]

SCHEDULE A

See attached.

JADE PRODUCTS

REGISTERED U.S. TRADEMARKS

Mark	Registration or Application No.	Goods	Owner	Country	Status	Next Due Date
JADE	2350280	Commercial refrigerators, freezers; commercial gas cooking ranges, gas cook tops, gas ovens, gas broilers, steam cookers, deep fryers, electric and gas deck ovens, and barbecue smokers, in Cl. 11	Jade Products Company	U.S.	Registered 16-May-2000; 8 & 15 affidavits accepted 21-Nov-2006	16-May-2010 Renewal
JADE	2957986	Electrical domestic kitchen and household machines, namely dishwashers and parts and fittings therefor, in Cl. 7; Electrical domestic kitchen and household machines, namely, fans, namely, ventilating exhaust fans; refrigerated cabinets for food; refrigerators; refrigerator-freezers; ice making machines; machines for dispensing chilled beverages; ventilation hoods for kitchens and ranges, stoves, grills and ovens; hobs, cook tops and cooking surfaces and griddles; barbecue units for electric stoves; outdoor cooking grills, namely, gas grills; rotisseries; water filters; gas ranges; gas stoves; and parts for all the aforesaid goods, in Cl. 11	Jade Products Company	U.S.	Registered 31-May-2005	31-May-2011 8 & 15

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REGISTERED U.S. TRADEMARKS

Mark	Registration or Application No.	Goods	Owner	Country	Status	Next Due Date
TITAN	2970202	Cooking and cooling equipment, namely, electric and gas ranges; salamanders; electric broilers; cheesemelters; electric deep fryers; electric and gas ovens; refrigeration and cooling units, namely, food and beverage chilling units; freezers; food steamers; smokers; gas grills; and electric griddles, in Cl. 11	Jade Products Company	U.S.	Registered 19-Jul-2005	19-Jul-2011 8 & 15

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