

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
TMIO, LLC		11/20/2007	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Viking Range Corporation
Street Address:	111 Front Street
City:	Greenwood
State/Country:	MISSISSIPPI
Postal Code:	38930
Entity Type:	CORPORATION: MISSISSIPPI

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2739737	TONIGHT'S MENU INTELLIGENT OVENS
Registration Number:	2530057	TONIGHT'S MENU
Registration Number:	3025341	TMIO
Registration Number:	3014565	TMIO
Registration Number:	3214459	TMIO
Registration Number:	2959240	TMIO
Serial Number:	76596989	COOL CONNECT COOK
Registration Number:	3154639	GREEN CLEAN
Serial Number:	78685056	CONNECT IO
Serial Number:	78685068	CONNECT IO
Serial Number:	77064964	GREEN APPLIANCE
Serial Number:	77064985	GREEN OVEN

CORRESPONDENCE DATA

CH \$315.00 2739737

Fax Number: (919)755-6093
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (919) 755-2115
Email: atltrademarks@wcsr.com
Correspondent Name: Sarah Anne Keefe
Address Line 1: 1201 W. Peachtree Street
Address Line 2: Suite 3500
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	38510.0231.5
NAME OF SUBMITTER:	Sarah Anne Keefe
Signature:	/sarahannekeefe/
Date:	11/20/2007

Total Attachments: 4

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ASSIGNMENT OF SERVICEMARKS, TRADEMARKS AND TECHNOLOGY

THIS ASSIGNMENT OF SERVICEMARKS, TRADEMARKS AND TECHNOLOGY (the "Assignment") made as of the 20th day of November, 2007, by **TMIO, LLC**, an Ohio limited liability company ("Assignor"), to **VIKING RANGE CORPORATION**, a Mississippi corporation ("Assignee").

RECITAL

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of November 20, 2007 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Asset Purchase Agreement), including without limitation the service marks, trademarks, technology, trade secret rights and trade names of Assignor;

WHEREAS, Assignor has adopted and is using and has continuously used or has a bona fide intention to use the trademarks, technology, trade secret rights and service marks listed in **Schedule A** for which it is the owner at common law and for which it owns certain federal registrations or state registrations as indicated (the "Marks");

WHEREAS, Assignee is desirous of acquiring said Marks thereof and the goodwill associated therewith;

NOW, THEREFORE, in consideration of the sale of the Assets and in accordance with the terms of the Asset Purchase Agreement, the parties hereby agree as follows:

1. Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all of its worldwide right, title, and interest in, to and under said Marks, together with the goodwill of the business symbolized by and associated with said Marks, and any and all state and federal or national registrations for the Marks, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. Assignor agrees to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Marks.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of

any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. After the Closing Date, Assignor agrees not to use the Product or the Marks for the benefit of anyone other than Assignee, without Assignee's prior written permission. Assignor shall obtain all necessary assignment of rights, or other similar documents, required by Assignee from time to time, from its employees, to insure that all rights in the Product, the Marks and trade secret rights are properly transferred to Assignee.

5. Confidentiality. Neither Assignor, its employees nor its agents will at any time do or attempt to do any of the following, either directly or indirectly: disclose, use or communicate to any person, firm, or corporation any trade secrets, confidential information or any other information concerning the business, products, services, prices, suppliers, finances or operations of Assignee. Assignor agrees to treat such information at all times as confidential. Assignor further agrees that each of the following are trade secrets of Assignee, are confidential information, are proprietary to Assignee, and are owned exclusively by Assignee, whether or not they are transferred under this agreement from Assignor or were possessed by Assignee before the execution of this agreement, and that the disclosure of any of the following would be harmful and damaging to Assignee's business:

A. Customer names and addresses, customer lists, customer histories, customer information reports, any other customer information, sales techniques, pricing methods, prices, price lists, tester's names and addresses, supplies, suppliers' names and addresses, supplier and supply lists, advertising, advertising copy and programs, endorsers' names and addresses, inventory, inventory lists, sales reports, financial statements and reports, operating statements, advertisements, employees' names and addresses, independent contractors' names and addresses, employee lists, independent contractor lists, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases.

B. All information relating to the Technology, including this Assignment, all attachments to this Assignment and all research, development and know how related to the Products.

C. Ideas, concepts, designs and plans which are specifically involved with Products created, designed, enhanced or sold by Assignee or Assignor and which are not otherwise known to the public.

This itemization of trade secrets is not exhaustive. There may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The protection Assignor promises to Assignee includes more than nondisclosure and nonuse of trade secrets and confidential information, which are protected by law without this agreement.

Neither Assignor, its employees nor its agents will at any time do or attempt to do any of the following, either directly or indirectly: disclose, use or communicate to any person, firm, or corporation any terms of this agreement.

6. Documents Belong to Assignee. Assignor agrees that all books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to Assignor's or to Assignee's business, products, services, programs, software, prices, vendors, suppliers or customers, whether prepared by Assignor or anyone else, are the exclusive property of Assignee. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any trade secrets or confidential information of Assignor or Assignee (as defined above) are the exclusive property of Assignee. Assignor shall immediately convey or return said items to Assignee at Assignee's request at any time.

7. This agreement shall be binding on and inure to the benefit of the parties, and their heirs, executors, administrators, successors and assigns. Assignee is a successor to Assignor's business to which the Marks pertain pursuant to Assignee's acquisition of assets under the Asset Purchase Agreement.

8. This agreement may not be changed, modified, discharged, or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto or of their respective successors and assigns.

9. This agreement shall be enforced under, and construed in accordance with, the laws of the State of Mississippi.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

TMIO, LLC

By: 

Name: _____

Title: _____

SCHEDULE A

SERVICEMARKS AND TRADEMARKS

COUNTRY	TRADEMARK	Registration/Serial No.	Registration/Filing Date
CANADA	TONIGHT'S MENU INTELLIGENT OVENS AND DESIGN	TMA671,675	8 /30/2006
USA	TONIGHT'S MENU INTELLIGENT OVENS	2,739,737	7 /22/2003
USA	TONIGHT'S MENU	2,530,057	1 /15/2002
USA	TMIO AND DESIGN	3,025,341	12/13/2005
USA	TMIO	3,014,565	11/15/2005
USA	TMIO AND DESIGN	3,214,459	3 /6 /2007
USA	TMIO	2,959,240	6 /7 /2005
USA	COOL CONNECT COOK	76/596,989	6 /11/2004
USA	GREEN CLEAN	3,154,639	10/10/2006
USA	CONNECT IO	78/685,056	8 /3 /2005
USA	CONNECT IO	78/685,068	8 /3 /2005
USA	GREEN APPLIANCE	77/064,964	12/15/2006
USA	GREEN OVEN	77/064,985	12/15/2006