

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
Danby Products Limited		01/11/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	W. C. Wood Co., Inc.		
Street Address:	677 Woodland Drive		
City:	Ottawa		
State/Country:	OHIO		
Postal Code:	45875		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1380272	SAHARA	
Registration Number:	2620507	WOOD'S	
Registration Number:	3212170	COLDTECH	
Registration Number:	1165436	FROST GUARD	
Registration Number:	3093028	VENCOLD	
Registration Number:	2319029	COLD TECH	
CORRESPONDENCE DATA			
Fax Number:	(202)682-3580		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2026823500		
Email:	jrynkiewicz@kayescholer.com		
Correspondent Name:	John P. Rynkiewicz		
Address Line 1:	901 Fifteenth Street, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$165.00 1380272

ATTORNEY DOCKET NUMBER:	49950-0004
NAME OF SUBMITTER:	John P. Rynkiewicz
Signature:	/john p rynkiewicz/
Date:	01/18/2008

Total Attachments: 8

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Intellectual Property Transfer Agreement

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT made as of the 11th day of January, 2008 (the "Effective Date").

B E T W E E N:

DANBY PRODUCTS LIMITED, a corporation organized pursuant to the laws of the Province of Ontario (hereinafter the "Vendor")

and

W. C. WOOD CO., INC., a corporation organized pursuant to the laws of the State of Delaware, USA (hereinafter the "Purchaser")

WHEREAS:

A. The Vendor wishes to transfer to the Purchaser the Assigned Patent Applications, the Assigned Trademarks and the Assigned Domain Names, each as defined below, to the Purchaser and assign the Assigned Agreement, as defined below, to the Purchaser.

B. The Vendor and the Purchaser also wish to memorialize the transfer of the Assigned Patent Applications, the Assigned Trademarks and the Assigned Domain Names in a summary form for the purpose of registering the assignment with various authorities as well as memorialize the assignment of the Assigned Agreement.

The PARTIES AGREE AS FOLLOWS:

1. In this Agreement, the following terms have the meanings set out below, unless the context requires otherwise:

"Assigned Patent Applications" means the patent applications identified in Schedule A.

"Assigned Trademarks" means the trademarks identified in Schedule B.

"Assigned Domain Names" means the domain names identified in Schedule C.

"Assigned Agreement" means the agreement identified in Schedule D.

2. The Vendor hereby sells, conveys, transfers, assigns and delivers to the Purchaser and the Purchaser hereby purchases and acquires from the Vendor for the sum of U.S.\$8,000.00 its entire right, title and interest in and to:

- i. the Assigned Patent Applications, together with all rights to bring and maintain actions for any infringement or other damages relating to the Assigned Patent Applications or any patent that issues from the Assigned Patent Applications;
- ii. the Assigned Trademarks, together with any and all goodwill attached to any of the Assigned Trademarks, and all rights to bring and maintain actions for any and all past and future infringement of the Assigned Trademarks; and
- iii. the Assigned Domain Names, together with any and all goodwill attached to any of the Assigned Domain Names.

3. The Vendor hereby assigns sells, assigns and delivers to the Purchaser (a) its entire right, title and interest in and to the Assigned Agreement for the remainder of its term and subject to its terms, covenants and conditions thereof, and (b) its obligations under the Assigned Agreement. The Purchaser hereby accepts the foregoing assignment and hereby assumes and will perform the obligations under the Assigned Agreement.

4. The Vendor represents and warrants to the Purchaser that the Vendor is the owner of, with all right, title and interest in and to (free and clear of any encumbrances including but not limited to any outstanding injunction, judgment, order, decree or ruling) the Assigned Patent Applications, Assigned Trademarks and Assigned Domain Names.

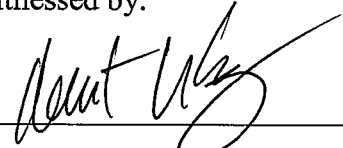
5. Each of the Vendor and the Purchaser agrees that it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and will cause the execution of all such further documents as are within its power to cause the doing or execution of, as the other party may from time to time reasonably request be done and/or executed as may be required to consummate the transactions contemplated under this Agreement or as may be necessary or desirable to effect the purpose of this Agreement and to carry out their provisions or to better or more properly or fully evidence or give effect to the transactions contemplated under this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

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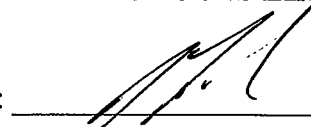
IN WITNESS WHEREOF, this Agreement has been executed by the parties.

Witnessed by:



Name: Robert Wortzman

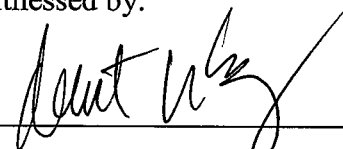
DANBY PRODUCTS LIMITED

By: 

Name: J.F. Wood

Title: Chairman

Witnessed by:



Name: Robert Wortzman

W. C. WOOD CO., INC.

By: 

Name: David Wood

Title: President

Schedule A: Assigned Patents

Canadian Patent Application No.: 2,546,474
Title: Remote Sensing System for a Dehumidifier
Owner: W.C. Wood Company Limited
Filed: May 12, 2006

Canadian Patent Application No.: 2,552,454
Title: Frost Management System for a Refrigerated Cabinet
Owner: W.C. Wood Company Limited
Filed: July 17, 2006

U.S. Patent Application No.: 11/685642 (Pending)
Title: Frost Management System for a Refrigerated Cabinet

Schedule B: Assigned Trademarks

Registered Trademarks

Trade Mark	Registration No.	Expiration Date
CANADA		
ColdTech	TMA688073	5/23/2022
Articaire	TMA282545	8/19/2013
Country Squire	TMA365386	2/16/2020
Quickfrez & Design	TMA288156	2/24/2014
Ultra & Design	TMA350110	1/20/2019
Wood's	TMA272534	10/8/2012
Frost Queen	TMA288525	3/2/2014
Humidaire	TMA160796	1/31/2014
Arcticaire	TMA621830	6/10/2019
Desertaire	TMA300546	3/1/2015
Miami-Carey Products	TMA229894	8/25/2008
Miami-Carey & Design	TMA366329	3/2/2020
Frost Guard	TMA242762	4/11/2010
Sahara	TMA533287	9/25/2015
Seasonaire	TMA301160	3/22/2015
Vencold	TMA650895	10/20/2020
Micro Hood	TMA332022	9/18/2017
W & Triangular Design	UCA005804	1/30/2011
EUROPEAN ECONOMIC COMMUNITY		
Wood's	N000713016	12/31/2007
MEXICO		
Vencold	911204	11/30/2015
Wood's	485387	10/08/2014
NEW ZEALAND		
Wood's	716159	07/30/2014
NORWAY		
Wood's	220638	9/11/2013
UNITED STATES		
Sahara	1380272	01/28/2016
Wood's	2620507	09/17/2012
Coldtech	3212170	02/27/2024
Frost Guard	1165436	08/18/2011
Vencold	3093028	05/16/2016
Cold Tech	2319029	2/15/2010

Common Law Trademarks

CANADA

Ace

Custom

BAHAMAS

Wood's

BERMUDA

Wood's

EUROPEAN ECONOMIC COMMUNITY

Desertaire

SURINAM

Custom

Wood's

SWITZERLAND

Wood's

TRINIDAD

Custom

Quickfrez

Wood's

UNITED STATES

Edison

Schedule C: Assigned Domain Names

Name	Expiration	Account	Name Server
vencold.com	01/10/2017	23047200	Worldnic.com
wcwood.com	05/22/2010	23047200	Worldnic.com
freezer-repair.com	08/23/2009	23047200	Worldnic.com
coldtech.ca	03/19/2008	354062	Barkingdogstudios.com

Schedule D: Assigned Agreement

The Licence Agreement effective as of December 1, 2006 between W. C. Wood Company Ltd., as licensor, and Jimex Corporation, as licensee.