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
URD, Inc.		02/08/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	United Refrigeration, Inc.	
Street Address:	11401 Roosevelt Boulevard	
City:	Philadelphia	
State/Country:	PENNSYLVANIA	
Postal Code:	19154	
Entity Type:	CORPORATION: PENNSYLVANIA	

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	74337451	PAIN NO-PAIN RECLAIM
Serial Number:	75347349	PAMECO
Serial Number:	74441451	PAMECO
Serial Number:	75014771	POWER LINK
Serial Number:	75346406	THERMAL ZONE
Serial Number:	78949647	THERMAL ZONE
Serial Number:	78949599	THERMAL ZONE
Serial Number:	78949622	THERMAL ZONE
Serial Number:	73798409	THERMAL ZONE
Serial Number:	73799130	THERMAL ZONE
Serial Number:	76484819	UNITED REFRIGERATION
Serial Number:	76484820	UR
Serial Number:	76539965	UR

CORRESPONDENCE DATA

TRADEMARK REEL: 003717 FRAME: 0693

900098874

Fax Number: (215)981-4750

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215.981.4401

Email: tilleryk@pepperlaw.com, jensenc@pepperlaw.com

Correspondent Name: M. Kelly Tillery, Esq.
Address Line 1: 3000 Two Logan Square
Address Line 2: 18th and Arch Streets

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	131706.3
NAME OF SUBMITTER:	M. Kelly Tillery, Esq.
Signature:	/mkt/
Date:	02/12/2008

Total Attachments: 2

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TRADEMARK REEL: 003717 FRAME: 0694

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made by URD, Inc., a Delaware Corporation having an address at 818 West Basin Road, New Castle, Delaware 19720 ("Assignor"), and United Refrigeration, Inc., a Pennsylvania Corporation having an address of 11401 Roosevelt Boulevard, Philadelphia, Pennsylvania 19154 ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark(s) as set forth but not limited to those listed below (the "Trademarks"), together with the good will of the business symbolized thereby.

Mark	Serial No.	Reg. No.
NO PAIN RECLAIM and Design	74337451	1789662
PAMECO	75347349	2195697
PAMECO and Design	74441451	1856081
POWER LINK	75014771	2037945
THERMAL ZONE	75346406	2171450
THERMAL ZONE	78949647	3302531
THERMAL ZONE and Design	78949599	3302530
THERMAL ZONE and Design	78949622	3307308
THERMAL ZONE and Design	73798409	1709886
THERMAL ZONE and Design	73799130	1709632
UNITED REFRIGERATION	76484819	2850372
UR	76484820	n/a
UR (Stylized)	76539965	3006930

NOW, THEREFORE, in consideration of the premises set forth herein, and a fee in the amount of \$1.00, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademark, together with the good will of the business symbolized thereby.
- 2. <u>Title</u>. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademark, or in any other way encumbered the same, and that is has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademark.

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TRADEMARK REEL: 003717 FRAME: 0695

- 3. <u>Right to Sue for Past Infringement</u>. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademark, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
- 4. <u>Cooperation</u>. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.
- 5. <u>Binding Effect</u>. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

URD, Inc.

Date: February 8, 2008

ву:

Executive Vice President

#9292339 v1 (131706.3

RECORDED: 02/12/2008

TRADEMARK REEL: 003717 FRAME: 0696