

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
Advantage Refrigeration, Inc.		01/31/2008	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Advantage Refrigeration, LLC		
Street Address:	300 Park Blvd., Ste. 290		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3304816	SMART PARTS CONNECTION	
CORRESPONDENCE DATA			
Fax Number:	(630)221-1756		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	630-221-1755		
Email:	dosullivan@huckbouma.com		
Correspondent Name:	David D. O'Sullivan		
Address Line 1:	1755 S. Naperville Road, Suite 200		
Address Line 4:	Wheaton, ILLINOIS 60187		
ATTORNEY DOCKET NUMBER:	14938-1		
NAME OF SUBMITTER:	David D. O'Sullivan		
Signature:	/David D. O'Sullivan/		
Date:	02/21/2008		

OP \$40.00 3304816

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 31st day of January, 2008 (the "Effective Date"), by and between ADVANTAGE REFRIGERATION, INC., a Wisconsin corporation ("Assignor"), and ADVANTAGE REFRIGERATION, LLC, an Illinois limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party."

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of January 31, 2008 between Assignor, Advantage Refrigeration North, Inc., a Wisconsin corporation ("North"), Advantage Refrigeration Industrial, Inc., a Wisconsin corporation ("Industrial"), Assignee, John Gnas, individually and as Shareholder Representative, Stephen J. Gnas, Jeff Korneli, Richard Adkins and Mark Heinert (the "Asset Purchase Agreement"), Assignee has agreed to purchase substantially all of the assets of Assignor, North and Industrial. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

B. Assignor is the owner of that certain Assigned Trademark (as defined below).

C. Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademark to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademark. The term "Assigned Trademark" shall mean that trademark listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) to the extent they exist, all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademark. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademark. To the extent any such rights exist, North and Industrial hereby sell, assign and transfer to Assignee, its successors and assigns any right, title and interest in and to the Assigned Trademark that they may possess. The assignment of the Assigned Trademark granted by this Assignment is granted free and clear of all security interests, liens and encumbrances.

3. Further Assurances. Upon reasonable request by Assignee, Assignor shall, and shall cause any of its affiliates or subsidiaries, if necessary, to take or cause to be taken, all

actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademark and to otherwise effectuate the transactions contemplated by this Assignment.

4. Representations and Warranties. Assignor expressly represents and warrants that (a) Assignor has taken no actions which adversely affect Assignee's rights under this Assignment; (b) Assignor has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that effect the Assigned Trademark; and (c) Assignor has the right to execute and enter into this Assignment, to perform its obligations hereunder, and to assign the Assigned Trademark and all other rights transferred hereunder. Assignee represents and warrants that it has the power to enter into this Assignment and perform the obligations assumed hereunder.

5. General Provisions.

5.1 Merger and Integration. This Assignment together with the Asset Purchase Agreement represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Except as set out in the Asset Purchase Agreement, each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein.

5.2 Conflict. This Assignment has been delivered by Assignor to Assignee pursuant to the Asset Purchase Agreement and nothing herein contained is intended to modify the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

5.3 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable to any extent, then such provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining terms and provisions of this Assignment shall be enforced to the greatest extent permitted by law.

5.4 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

5.5 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

5.6 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.7 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.8 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

5.9 Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of laws principles. Any proceeding seeking to enforce any provision of, or based on any right arising out of, this Assignment may be brought against any of the Parties in the courts of the State of Illinois, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such proceeding and waives any objection to venue laid therein. Process in any proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

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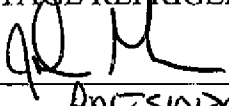
IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the Parties hereto as of the date first written above.

ASSIGNOR:

ASSIGNEE:

ADVANTAGE REFRIGERATION, INC.

ADVANTAGE REFRIGERATION, LLC

BY 
Its PRESIDENT

By its sole Manager, The Freedom Group, LLC

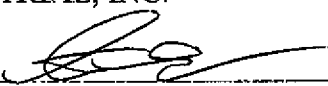
The undersigned hereby acknowledge the assignment contemplated herein and, specifically, Section 2 of this Assignment.

By: _____
George A. Smith, Manager of
The Freedom Group, LLC

ADVANTAGE REFRIGERATION
NORTH, INC.

BY 
Its PRESIDENT

ADVANTAGE REFRIGERATION
INDUSTRIAL, INC.

BY 
Its President

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the Parties hereto as of the date first written above.

ASSIGNOR:

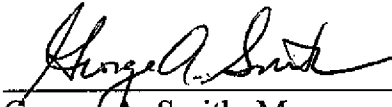
ASSIGNEE:

ADVANTAGE REFRIGERATION, INC.

ADVANTAGE REFRIGERATION, LLC

By its sole Manager, The Freedom Group, LLC

BY _____
Its _____

By: 
George A. Smith, Manager of
The Freedom Group, LLC

The undersigned hereby acknowledge the assignment contemplated herein and, specifically, Section 2 of this Assignment.

ADVANTAGE REFRIGERATION
NORTH, INC.

BY _____
Its _____

ADVANTAGE REFRIGERATION
INDUSTRIAL, INC.

BY _____
Its _____

APPENDIX A

ASSIGNED TRADEMARK

Word Mark: SMART PARTS CONNECTION
Serial Number: 78953856
Filing Date: August 16, 2006
Registration Number: 3304816
Registration Date: October 2, 2007