

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Grant of Security Interest (Trademarks)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coldmatic Refrigeration Products Limited, an affiliate of Refrigerator Manufacturers, Inc.		08/07/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	RMI Holdco, Inc.		
Street Address:	111 Huntington Avenue		
Internal Address:	Suite 2900		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2575604	ECON/O/COLD	
Registration Number:	2676871	RMI	
Registration Number:	2550128	ECON/O/GLIDE	
CORRESPONDENCE DATA			
Fax Number:	(212)836-8689		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	stobias@kayescholer.com		
Correspondent Name:	Stanley Tobias c/o Kaye Scholer LLP		
Address Line 1:	425 Park Avenue		
Address Line 2:	Room 16-68		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	32109-0097		

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NAME OF SUBMITTER:	Stanley Tobias
Signature:	/Stanley Tobias/
Date:	08/21/2008
Total Attachments: 3 source=Trademarks#page1.tif source=Trademarks#page2.tif source=Trademarks#page3.tif	

ASSIGNMENT OF GRANT OF SECURITY INTEREST (TRADEMARKS)

WHEREAS, Coldmatic Refrigeration Products Limited ("Coldmatic"), an affiliate of Refrigerator Manufacturers, Inc., a California corporation ("Grantor"), is party to a certain Credit Agreement, dated July 29, 2005 (as amended, supplemented, modified or restated from time to time, the "Credit Agreement"), among Coldmatic, the lenders party thereto (the "Lenders") and Royal Bank of Canada, as agent (in such capacity, the "Agent");

WHEREAS, in connection with the Credit Agreement, Grantor entered into a Guarantee and Postponement of Claim dated May 11, 2007 (as amended, supplemented, modified or restated from time to time, the "Guaranty") made in favor of the Agent, and a U.S. Security Agreement, dated May 11, 2007 (as amended, supplemented, modified or restated from time to time, the "Security Agreement"), by Grantor in favor of the Agent;

WHEREAS, pursuant to the Security Agreement Grantor has granted to the Agent, for its benefit and the benefit of the Lenders, a security interest in, among other things, all right, title and interest of Grantor in and to the trademarks listed on Schedule 1 annexed hereto (collectively, the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof (collectively, the "Trademark Collateral") to secure the payment and performance of the Liabilities (as defined in the Guaranty);

WHEREAS, in connection with the aforesaid grant of a security interest, Grantor executed an Intellectual Property Security Agreement, dated May 11, 2007 (as amended, supplemented, modified or restated from time to time, the "IP Security Agreement" and, together with the Security Agreement, the "Security Documents"), in favor of the Agent, which IP Security Agreement was recorded with the United States Patent and Trademark Office on February 23, 2007 on reel 003602 frame 0592;

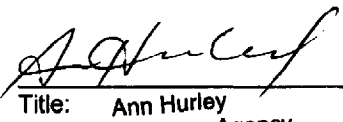
WHEREAS, RMI Holdco, Inc. ("Holdings") has purchased from the Agent and the Lenders all of the Agent's and the Lenders' right, title and interest in and to \$3,000,000 of the principal Obligations (as defined in the Credit Agreement) arising under the Credit Agreement, together with, among other things, the entirety of the Guaranty, the Security Documents, including all of the Agent's and Lenders' right, title and interest in and to the Trademark Collateral, all pursuant to a certain Debt and Security Assignment Agreement, dated as of the date hereof (the "Assignment Agreement"), among Holdings, the Lenders, the Agent, Grantor and certain affiliates of Grantor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Agent, on behalf of itself and the Lenders, does hereby sell, assign and transfer on an "as is, where is" basis, without recourse, representation or warranty of any kind (except as expressly provided in Sections 2.1 of the Assignment Agreement), to Holdings all right, title and interest of the

Agent and the Lenders in, to and under the Security Documents including any such right, title and interest in and to the Trademark Collateral arising under the Security Documents.

IN WITNESS WHEREOF, the Agent has caused this Assignment of Grant of Security Interest (Trademarks) to be duly executed by its officer thereunto duly authorized as of the 7th day of August, 2008.

ROYAL BANK OF CANADA, as Agent

By: 
Title: Ann Hurley
Manager, Agency

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TRADEMARK
REEL: 003838 FRAME: 0845

SCHEDULE 1

TRADEMARKS

Trademark	Registration Number
ECON/O/COLD	2575604
RMI	2676871
ECON/O/GLIDE	2550128