

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carrier Commercial Refrigeration, Inc.		06/29/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carter Hoffmann, LLC		
<b>Street Address:</b>	1551 McCormick Blvd.		
<b>City:</b>	Mundelein		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60060		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2554669	CARTER-HOFFMANN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)321-4299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-321-4200		
<b>Email:</b>	officeactions@brinkshofer.com		
<b>Correspondent Name:</b>	Scott J. Slavick		
<b>Address Line 1:</b>	P. O. Box 10395		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60610		
<b>ATTORNEY DOCKET NUMBER:</b>	12361/343		
<b>NAME OF SUBMITTER:</b>	Scott J. Slavick		
<b>Signature:</b>	/Scott J. Slavick/		
<b>Date:</b>	10/06/2008		

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**Total Attachments: 7**

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**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS**

This Assignment is effective as of the 29th day of June, 2007, by Carrier Commercial Refrigeration, Inc., a Delaware corporation (the "Assignor"), to Carter Hoffmann, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor has adopted and uses in its business and is the owner of the entire right, title and interest in and to the trademarks and service marks applications and registrations listed on *Schedule A* attached hereto and made a part hereof (such trademarks and service marks being referred to herein as the "Marks");

WHEREAS, Assignee wishes to acquire from Assignor and Assignor wishes to assign to Assignee all right, title and interest in and to the Marks from Assignor;

WHEREAS, Assignor and Assignee have entered into a certain Carter-Hoffmann Asset Purchase Agreement dated as of June 29, 2007, pursuant to the terms of which Assignor agreed to and did assign all right, title and interest of Assignor in and to the Marks to Assignee, and pursuant to which Assignor assigned the entire business associated with the Marks to Assignee, and whereby Assignee is successor to the business of the Assignor to which the Marks pertain;

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee; and

WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record in the U.S. Patent and Trademark Office and with any other appropriate foreign or international office or registrar.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over to said Assignee, its successors and assigns, and Assignee does hereby accept the entire right, title and interest of Assignor in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the effective date of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, and to register any and all trademarks thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (2) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (3) in the implementation or perfection of this Assignment.

*[Signature Page Follows]*

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 29th day of June, 2007.

CARRIER COMMERCIAL REFRIGERATION,  
INC.

By: Tracy Heaton  
Name: Tracy Heaton  
Its: Authorized Signatory

CARTER HOFFMANN, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF Connecticut )  
COUNTY OF Hartford )

SS. Farmington

On this 29<sup>th</sup> day of June, 2007, there appeared before me Tracey Heaton, personally known to me, who acknowledged that she signed the foregoing Assignment as ~~his~~ voluntary act and deed on behalf and with full authority of Carrier Commercial Refrigeration, Inc.

Caroline A. Borkoski  
Notary Public

CAROLINE A. BORKOSKI  
Notary Public  
My Commission Expires July 31, 2009

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 29th day of June, 2007.

CARRIER COMMERCIAL REFRIGERATION,  
INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

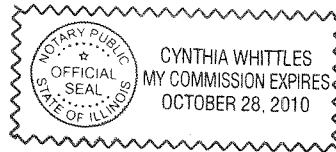
CARTER HOFFMANN, LLC

By:   
Name: Timothy Fitzgerald  
Its: CHIEF FINANCIAL OFFICER

STATE OF )  
 )  
COUNTY OF ) SS.

On this 29<sup>th</sup> day of JUNE, 2007, there appeared before me Timothy F. FERGUSON personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of CARTER HOFFMAN LLC.

Cynthia Whittles  
Notary Public





Schedule A

Mark	Serial No.	Registration No.	Country	Status
CH	75,810,946	2513958	US	Registered
CH	542771	TMA313096	Canada	Registered
Carter-Hoffmann	75,810,945	2,554,669	US	Registered
Accufresh	76,565,748	2,918,625	US	Registered
Carter-Hoffmann	1357961		Community Marks	Registered
CH	1416429		Community Marks	Registered