Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

18103-325 (9)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Delfield Company LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other Delaware Limited Liability Company

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A., as agent

Internal Address:

Street Address: 10 S. Dearborn

City: Chicago

State: IL

Country: USA Zip: 60603

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other National Association Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) December 17, 2008

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 690

☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Signature 3/18/09 Date

Laura Konrath
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $690.00 232428 77471449

Continuation Item 4

SCHEDULE A

U.S. MARKS

Mark	Registration Number	Registration Date
6000 SERIES	2,571,233	5/21/2002
6000XL	3,401,056	3/25/2008
COLDPRO	3,291,345	9/11/2007
DELFIELD	2,982,655	8/9/2005
DELFIELD and Design	974,598	12/11/1973
DELFIELD WALK-INS	2,573,380	5/28/2002
DELRITE	2,563,590	4/23/2002
DUAL VIEW	2,610,657	8/20/2002
E-CHEF	3,442,963	6/3/2008
FLEXISHIELD	77/471,449 (App.)	5/12/2008 (App.)
LIQUITEC	2,637,051	10/15/2002
MARK 7 CUSTOM SYSTEMS	2,573,485	5/28/2002
MERIDIAN SERIES	2,599,390	7/23/2002
NORDIC ZONE	2,618,882	9/10/2002
SAFE CHILL	2,703,116	4/1/2003
SECO	443,023	7/5/1949
SECONOMY LINE QUALITY SL & Design	443,022	7/5/1949
SHELLEYBASIC	3,426,228	5/13/2008
SHELLEYBASIC BY DELFIELD	2,994,044	9/13/2005

SHELLEYGLAS	1,619,918	10/30/1990
SHELLEYMATIC	839,534	11/28/1967
SHELLEYSPEED	3,426,229	5/13/2008
SHELLEYSTEEL	2,569,829	5/14/2002
SPECIFICATION LINE	1,639,355	3/26/1991
SUPREMACY SERIES	2,640,924	10/22/2002
VANTAGE 6000	2,599,389	7/23/2002
VERSA DRAWER	3,325,470	10/30/2007

EXECUTION VERSION

9

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The Delfield Company LLC, a Delaware limited liability company (the "Grantor") with principal offices at 2400 South 44th Street, Manitowoc, Wisconsin 54220, hereby assigns and grants to JPMorgan Chase Bank, N.A., as Collateral Agent, with offices at 10 South Dearborn Street, Floor 07, Chicago, Illinois 60603-2003 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 14, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 17th day of December, 2008.

THE DELFIELD COMPANY LLC, as Grantor

By: _____
Name: Kevin Clark
Title: President

JPMORGAN CHASE BANK, N.A., as Collateral Agent and Grantee

By: _____
Name:
Title:

STATE OF [illegible])
) ss:
COUNTY OF [illegible])

On this [illegible] day of December 2008, before me personally came Kevin Clark, who, being by me duly sworn, did state as follows: that he is President of The Delfield Company LLC, that he is authorized to execute the foregoing Grant on behalf of The Delfield Company LLC and that he did so by authority of the Board of Managers of The Delfield Company LLC.

Notary Public

[illegible] Phillips, Notary Public
[illegible]chigan, County of Isabella
[illegible]ommission Expires 5/6/2011
[illegible]ing in the County of [illegible]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 17 day of December, 2008.

THE DELFIELD COMPANY LLC, as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Collateral Agent and Grantee

By: _____
Name: Michael B. Kelly
Title: Vice President

SCHEDULE A

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