

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
Carrier Commercial Refrigeration, Inc.		05/07/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hill Phoenix, Inc.		
Street Address:	1003 Sigman Road		
City:	Conyers		
State/Country:	GEORGIA		
Postal Code:	30013		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3037974	AIREWAVE	
Registration Number:	0719653	TYLER	
Registration Number:	3076307	TYLER	
CORRESPONDENCE DATA			
Fax Number:	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-1341		
Email:	matm@nixonpeabody.com		
Correspondent Name:	Michelle A. Massicotte		
Address Line 1:	100 Summer Street		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	036838-14		
NAME OF SUBMITTER:	Michelle A. Massicotte		

CH \$90.00 3037974

Signature:	/Michelle A. Massicotte/
Date:	05/11/2009
Total Attachments: 6 source=CarrierCorpHillPhoenixTMAssign#page1.tif source=CarrierCorpHillPhoenixTMAssign#page2.tif source=CarrierCorpHillPhoenixTMAssign#page3.tif source=CarrierCorpHillPhoenixTMAssign#page4.tif source=CarrierCorpHillPhoenixTMAssign#page5.tif source=CarrierCorpHillPhoenixTMAssign#page6.tif	

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment Agreement (this “**Assignment**”) is effective as of the 7th day of May, 2009, by and between Carrier Commercial Refrigeration, Inc., a Delaware corporation (“**CCR**”) and Carrier Corporation, a Delaware corporation (“**Carrier**” and together with CCR, “**Assignors**”), as assignors, and Hill Phoenix, Inc., a Delaware corporation (“**Assignee**”), as assignee.

WHEREAS, Assignors and Assignee have entered into a certain Asset Purchase Agreement dated as of May 7, 2009 (“**Purchase Agreement**”), pursuant to the terms of which Assignors agreed to assign the Acquired Intellectual Property (as defined in the Purchase Agreement) to Assignee;

WHEREAS, the Acquired Intellectual Property includes the trademarks and service marks listed on *Schedule A* attached hereto (such trademarks and service marks being referred to herein as the “**Marks**”); and

WHEREAS, Assignors 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 Assignors do 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 Assignors 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 Assignors 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.

Assignors authorize and request 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 and service marks thereon to Assignee, as assignee of Assignor’s 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.

Assignors shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance upon Assignee's reasonable request and at Assignee's 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, cancellation, infringement, concurrent use proceeding or other proceedings that may arise in connection with any of the trademark and service mark rights assigned herein, including, but not limited to, testifying as to any facts relating to the trademark and service mark 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.

Assignors hereby appoint Assignee and its successors and assigns as Assignors' true and lawful attorneys with full power of substitution, in Assignors' names and stead but on behalf and for the benefit of Assignee and its successors and assigns, for the limited purpose of prosecuting and maintaining the Marks before any trademark office worldwide, at the expense of and for the benefit of Assignee and its successors and assigns, or executing such documents, which Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Marks. The dissolution of Assignors will not work a revocation of the foregoing powers.

The execution and delivery of this Assignment shall not, in any way, affect or limit the rights and obligations of Assignors and Assignee under, or enlarge, restrict or otherwise modify the terms of the Purchase Agreement.

This Assignment shall be governed by, and construed and interpreted in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.

This Agreement may be executed in counterpart copies and receipt by facsimile transmission of executed copies will be legally binding.

[Signature Page Follows]

IN TESTIMONY WHEREOF, Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this ___ day of May, 2009.

CARRIER COMMERCIAL REFRIGERATION, INC.

By: Paul Frazier
Name: Paul Frazier
Its: Authorized Signatory

CARRIER CORPORATION

By: Paul Frazier
Name: Paul Frazier
Its: Authorized Signatory

HILL PHOENIX, INC.

By: _____
Name: Alan D. Alden
Its: Treasurer and Chief Financial Officer

[Signature Page to Trademark Assignment]

IN TESTIMONY WHEREOF, Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this ____ day of May, 2009.

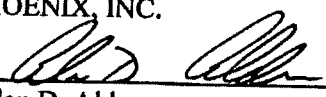
CARRIER COMMERCIAL REFRIGERATION,
INC.

By: _____
Name: _____
Its: _____

CARRIER CORPORATION

By: _____
Name: _____
Its: _____

HILL PHOENIX, INC.

By:  _____
Name: Alan D. Alden
Its: Treasurer and Chief Financial Officer

[Signature Page to Trademark Assignment]

Schedule A

Trademark Registrations

TM-103.0715-US	AIREWAVE	United States	78,514,310	3037974
TM-103.0001-AR	TYLER	Argentina	674487	2083724
TM-103.0001-AU	TYLER	Australia	163681	163681
TM-103.0001-BO	TYLER	Bolivia	28252	62790-A
TM-103.0001-BO-01	TYLER	Bolivia	28252	62791-A
TM-103.0001-BR	TYLER	Brazil	905347	7188005
		Benelux		
TM-103.0001-BX	TYLER	Trademark/Design Office (BBM/BBDM)	16157	24629
TM-103.0001-CA	TYLER	Canada	216,043	UCA043373
TM-103.0001-CL	TYLER	Chile	109008	773715
TM-103.0001-CN	TYLER	China	30729	259909
TM-103.0001-CO	TYLER	Colombia	92372688	31362
TM-103.0001-CZ	TYLER	Czech Republic	40342	157955
TM-103.0001-DE	TYLER	Germany	C21545/11	901,737
TM-103.0001-DK-01	TYLER	Denmark	1413/69	
TM-103.0001-EC	TYLER	Ecuador	406	651
TM-103.0001-EM	TYLER	Office of Harmonization in the Markets (OHIM)	431783	431783
TM-103.0001-FI	TYLER	Finland	Abandoned	944/1971
TM-103.0001-FR	TYLER	France	INPI206682	1590115
TM-103.0001-GB	TYLER	United Kingdom	902951	B902951
TM-103.0001-HN	TYLER	Honduras	12232	12232
TM-103.0001-IT	TYLER	Italy	3728 95 RM	203.117

TM-103.0001-JP	TYLER	Japan	31108/1963	877598
TM-103.0001-JP-01	TYLER	Japan	S43-004889	667764
TM-103.0001-MX	TYLER	Mexico	298259	298259
TM-103.0001-MX-01	TYLER	Mexico	Abandoned	
TM-103.0001-NI	TYLER	Nicaragua	14296	14296
TM-103.0001-NO	TYLER	Norway	19557841	47445
TM-103.0001-NZ	TYLER	New Zealand	96947	96947
TM-103.0001-NZ-01	TYLER	New Zealand	97467	97467
TM-103.0001-PA	TYLER	Panama	11052	11052
TM-103.0001-PY	TYLER	Paraguay	10492	317816
TM-103.0001-PY-01	TYLER	Paraguay	10493	317815
TM-103.0001-SA-AA	TYLER	Saudi Arabia	119745	
TM-103.0001-SK	TYLER	Slovakia	40342	157955
TM-103.0001-SV	TYLER	El Salvador		12003
TM-103.0001-US	TYLER	United States of America	72/111,936	719653
TM-103.0001-US-01	TYLER	United States of America	78/583,228	3076307
TM-103.0001-UY	TYLER	Uruguay	295790	295790
TM-103.0001-VE	TYLER	Venezuela	6828/86	24376
TM-103.0001-VE-01	TYLER	Venezuela	6827-86	134886
TM-103.0001-VE-02	TYLER (Scroll)	Venezuela	27600	27600
TM-103.0001-ZA	TYLER	South Africa	2876/55	287655
	TYLER	Italy	TO/2006/332	common law
	TC COIL	common law	common law	common law
	ENVIROGUARD	common law	common law	common law