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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	
UTC POWER CORPORATION		08/13/2009	CORPORATION: DELAWARE	

RECEIVING PARTY DATA

Name:	CARRIER CORPORATION	
Street Address:	ne Carrier Place	
City:	Farmington	
State/Country:	CONNECTICUT	
Postal Code:	06034-4015	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3098851	PURE THERMAL	
Registration Number:	3098850	PURE COMFORT	

CORRESPONDENCE DATA

Fax Number: (612)339-6580

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6123379356

Email: jmfairbairn@kinney.com

Correspondent Name: Jo M. Fairbairn

Address Line 1: 312 South Third Street
Address Line 2: Kinney & Lange, P.A.

Address Line 4: Minneapolis, MINNESOTA 55415

ATTORNEY DOCKET NUMBER:	TM-0012441-US U75.22-670		
NAME OF SUBMITTER:	Jo M. Fairbairn		
Signature:	/jfairbairn/		
	TRADEMARK		

TRADEMARK REEL: 004054 FRAME: 0617

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Date:	08/31/2009
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TRADEMARK
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into as of the 13th day of 2009, by and between UTC POWER CORPORATION, a Delaware corporation ("Assignor"), and CARRIER CORPORATION, a Delaware corporation ("Assignee").

WITNESSETH

Assignor and Assignee are affiliated companies under the common control of United Technologies Corporation ("UTC"). In connection with the reorganization of the energy business of UTC, Assignor desires to assign and transfer to Assignee, and Assignee is willing to assume from Assignor, in whole part and pursuant to the terms herein, the trademarks, applications and registrations ("Trademarks") as set forth on <u>Schedule A</u> hereto.

NOW, THEREFORE, In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

- 1. <u>Assignment.</u> Assignor, for itself and its successors and assigns, hereby assigns to Assignee, all of Assignor's rights, title and interests in and to the Trademarks, together with the good will of the business in connection with which the marks are used, and to all causes of action and the right to sue for and collect damages for past infringement of said Trademarks.
- 2. <u>Document Execution.</u> Assignor agrees to execute and cause to be executed, at the request of Assignee, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable Assignee to obtain or maintain the Trademarks.
- 3. <u>Successors</u>. This instrument and the covenants and agreements herein set forth shall inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns and shall be binding upon Assignee and Assignor and their respective successors and permitted assigns.
- 4. <u>Governing Law</u>. This instrument shall be governed by and construed in accordance with the laws of the State of Connecticut; without giving effect to the conflict of laws principles thereof.

ASSIGNOR:	ASSIGNEE:
UTC POWER CORPORATION	CARRIER CORPORATION
Signed:	Signed: O'C Common
Name: Manuel D. Band	Name: Donald K. Cawley
Title: Phor Amas But Course	Title: Vice President and
· · · · · · · · · · · · · · · · · · ·	Jonard Counsel

SCHEDULE A

TITLE	COUNTRY	CLASS CODE	REGISTRATION NUMBER	SERIAL NUMBER	DATE FILED
PURE COMFORT	Office of Harmonization in the Markets (OHIM)	7	5703871	5703871	21-Feb-07
PURE COMFORT	United States of America	7	3098850	78/300,923	16-Sep-03
PURE COMFORT (CHINESE)	China	7	:	5925665	27-Feb-07
PURE COMFORT (ENGLISH)	China	7		5924856	25-Feb-07
PURE THERMAL	United States of America	7	3098851	78/300,933	16-Sep-03
PURESOLAR	United States of America	9, 37,42, 11		78/630,082	13-May-05

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