

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.		12/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bottle Company LLC		
Street Address:	87 East Washington Street		
City:	Chagrin Falls		
State/Country:	OHIO		
Postal Code:	44022		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3304189	MIRACOOOL	
Registration Number:	2160895	THE BREEZE	
Registration Number:	0843195	MARKETEER	
CORRESPONDENCE DATA			
Fax Number:	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.954.0200		
Email:	trademark@ssd.com		
Correspondent Name:	Francesca E. Crisera, Esq.		
Address Line 1:	Squire, Sanders & Dempsey L.L.P.		
Address Line 2:	One Maritime Plaza, Suite 300		
Address Line 4:	San Francisco, CALIFORNIA 94111-3492		
ATTORNEY DOCKET NUMBER:	104038.00001		
NAME OF SUBMITTER:	Francesca E. Crisera		

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**TRADEMARK
 REEL: 004104 FRAME: 0128**

Signature:	/Francesca Crisera/
Date:	11/25/2009
Total Attachments: 5 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”) is entered into as of December 1, 2008 (the “**Effective Date**”), by and between **CARRIER COMMERCIAL REFRIGERATION, INC.**, a Delaware corporation having a business address of One Carrier Place, Farmington, Connecticut, 06034 (“**CCR**”), and **NATIONAL BOTTLE COMPANY LLC**, an Ohio limited liability company having a business address of 87 East Washington Street, Chagrin Falls, OH 44022 (“**Assignee**”).

RECITALS

WHEREAS, CCR and National Bottle Corporation, an Ohio corporation (“**National Corporation**”) have entered into that certain Bottle Cooler Assets Purchase and Sale Agreement (“**APA**”);

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated November 25, 2008, between National Corporation and Assignee, National Corporation assigned all its right, title and interest in and to the APA to Assignee;

WHEREAS, pursuant to the APA, as assigned, CCR is obligated to sell its CCR Bottle Cooler Assets, as such term is defined in the APA, for good and valuable consideration, to Assignee;

WHEREAS, CCR’s Bottle Cooler Assets include the trademarks set forth in Exhibit A (“**Trademarks**”);

WHEREAS, CCR has previously granted certain rights in the Trademarks to others, as described more fully herein; and

WHEREAS, CCR desires to transfer the Trademarks to Assignee and Assignee desires to acquire the Trademarks from CCR, all subject to such third party rights.

NOW, THEREFORE, in exchange for the consideration provided under the APA, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

1. **Assignment.** As of the Effective Date, CCR hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, CCR’s entire worldwide right, title, and interest in and to the Trademarks, together with all the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.
2. **Licensed Rights.** Assignee acknowledges that CCR has previously granted to BA Acquisition, Inc. certain rights to the Trademarks, pursuant to the Trademark License Agreement, which is identified in the APA, and that the rights Assignee acquires hereunder are subject to these pre-existing rights.
3. **Further Assurances.** CCR further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, CCR further agrees, at the request of Assignee or its successors in interest, to do all lawful acts

which may be required for obtaining and enforcing Assignee's intellectual property rights in the Trademarks, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in the Trademarks, all at the expense of Assignee or its successors in interest.

4. **Power of Attorney.** 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 the Assignee and its successors and assigns, to prosecute and maintain the Trademarks before any trademark office worldwide, at the expense of and for the benefit of the Assignee and its successors and assigns, or to execute such documents, which the 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 Trademarks. The dissolution of Assignors will not work a revocation of the foregoing powers.
5. **Governing Law.** This Agreement 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.
6. **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, CCR and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CARRIER COMMERCIAL
REFRIGERATION, INC.**

By: Paul H. Ferrer
Name: Paul H. Ferrer
Title: Authorized Signatory

NATIONAL BOTTLE COMPANY LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, CCR and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CARRIER COMMERCIAL
REFRIGERATION, INC.**

By: _____
Name: _____
Title: _____

NATIONAL BOTTLE COMPANY LLC

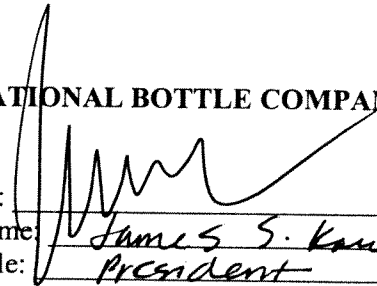
By: 
Name: James S. Kautman
Title: President

EXHIBIT A
LICENSED MARKS

Mark	Country	App. No.	Reg. No.	Reg. Date
MIRACOOOL	US	78/763761	3304189	10/2/2007
THE BREEZE*	US	75/141226	2160895	5/26/1998
MARKETEER	US		843,195	1/30/1968
MAXI-MARKETEER				Unregistered

*An Opposition has been filed against Iowa Rotocast Plastics, Inc.'s, application to register Breezer I, II, and III in the USPTO. Carrier is negotiating a co-existence agreement with Iowa to settle the dispute, but an agreement has not yet been reached.