

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank, N.A.		05/15/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Scotsman Group LLC
Street Address:	775 Corporate Woods Parkway
City:	Vernon Hills
State/Country:	ILLINOIS
Postal Code:	60061
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Mile High Equipment LLC
Street Address:	775 Corporate Woods Parkway
City:	Vernon Hills
State/Country:	ILLINOIS
Postal Code:	60061
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

Name:	Scotsman Ice Systems Shanghai Co. Ltd.
Street Address:	775 Corporate Woods Parkway
City:	Vernon Hills
State/Country:	ILLINOIS
Postal Code:	60061
Entity Type:	COMPANY: CHINA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2926038	AQUA DEFENSE SYSTEM
Registration Number:	2933831	AQUA PATROL

OP \$515.00 2926038

900160482

**TRADEMARK
 REEL: 004192 FRAME: 0216**

Registration Number:	3114618	AQUABULLET
Registration Number:	2386146	AUTOIQ
Serial Number:	77490439	BRILLIANCE
Registration Number:	2184891	CM CUBED
Registration Number:	2125444	CM3
Registration Number:	2184892	CUBER PERFORMANCE RAISED TO A HIGHER POWER
Registration Number:	2684682	ECLIPSE
Serial Number:	77627523	ICE FOR THE PURIST
Registration Number:	2929460	ICE VALET
Registration Number:	1890674	ICE-CARE
Registration Number:	3390163	PRODIGY
Registration Number:	2470818	RELIACLEAN
Registration Number:	3118885	SCOTSMAN
Registration Number:	1095456	SCOTSMAN
Registration Number:	2985957	SCOTSMAN NUGGET ICE
Registration Number:	2406750	SUREFLOW
Registration Number:	3189784	THE ICE OF CHOICE
Registration Number:	1970438	TOUCHFREE

CORRESPONDENCE DATA

Fax Number: (212)225-3999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-225-2418
Email: atalsma@cgsh.com
Correspondent Name: Alexander Talsma
Address Line 1: 1 Liberty Plaza
Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER:	Alexander Talsma
Signature:	/AJT/
Date:	04/26/2010

Total Attachments: 13
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RELEASE AND TERMINATION

This Release and Termination, dated as of May 15, 2009 (this "Release and Termination"), is made by JPMorgan Chase Bank, N.A., as collateral agent under the Security Documents (in such capacity, the "Collateral Agent"), and as administrative agent for the Lenders (in such capacity, the "Administrative Agent") under that certain Amended and Restated Credit Agreement dated as of August 25, 2008 (as amended, the "Credit Agreement"), by and among The Manitowoc Company, Inc. (the "Company"), the Subsidiary Borrowers party thereto, the financial institutions signatory thereto (the "Lenders") and the Administrative Agent. Terms used in this Release and Termination and noted as defined terms, but not specifically defined in this Release and Termination, have the meanings set forth in the Credit Agreement.

WHEREAS, the Company wishes to cause its subsidiary Kysor Nevada Holding Corp. ("Holdco") to consummate the sale of all of the Equity Interests of each of Scotsman Group LLC ("Scotsman"), Mile High Equipment LLC ("Mile High") and Scotsman Ice Systems Shanghai Co. Ltd. (together with Scotsman and Mile High, the "Scotsman Entities") to Braveheart Acquisition, Inc. pursuant to the terms set forth in that certain Master Purchase Agreement dated as of March 26, 2009 (such sale, the "Sale Transaction");

WHEREAS, pursuant to the Subsidiary Guaranty, Scotsman and certain other Subsidiary Guarantors have guaranteed the Liabilities (as defined in the Subsidiary Guaranty) of the Borrowers under the Facility Documents (as defined in the Subsidiary Guaranty);

WHEREAS, pursuant to the US Security Agreement, Scotsman and certain other Subsidiary Guarantors have granted to the Collateral Agent for the benefit of the Secured Creditors (as defined in the US Security Agreement) a security interest in certain Collateral (as defined in the US Security Agreement) to secure the Obligations;

WHEREAS, pursuant to the US Pledge Agreement, the Equity Interests of the Scotsman Entities have been pledged to the Collateral Agent for the benefit of the Secured Creditors (as defined in the US Pledge Agreement) to secure the Obligations;

WHEREAS, pursuant to Section 6.03(a)(xx) of the Credit Agreement, the Sale Transaction is authorized so long as it is consummated prior to the Term X Maturity Date;

WHEREAS, pursuant to Section 8.01 of the Credit Agreement, if any Collateral or any Subsidiary Guarantor is sold in a transaction permitted under the Credit Agreement, such Subsidiary Guarantor and its Subsidiaries shall be released from the Subsidiary Guaranty and, in each case, the Administrative Agent, the Collateral Agent and the UK Security Trustee shall be authorized to take any actions deemed appropriate in order to effect the foregoing; and

WHEREAS, the Company, Scotsman and Holdco have certified to the Administrative Agent and the Collateral Agent that the release contemplated hereby is permitted by the US Security Agreement and the US Pledge Agreement.

NOW THEREFORE, contemporaneously with the consummation of the Sale

Transaction (so long as the Sale Transaction is consummated prior to the Term X Maturity Date), the undersigned hereby agrees as follows:

1. The Administrative Agent and the Collateral Agent hereby unconditionally, irrevocably and with immediate effect, release the Scotsman Entities from the Security Documents and all obligations thereunder and the Subsidiary Guaranty and all obligations thereunder, and acknowledge and agree that the Security Documents and the Subsidiary Guaranty shall be of no further force or effect with respect to the Scotsman Entities.

2. The Administrative Agent and the Collateral Agent hereby release and discharge the security interests and Liens in and to the Collateral and Equity Interests of the Scotsman Entities granted, assigned or conveyed by or with respect to the Scotsman Entities to the Collateral Agent, the Administrative Agent and/or the Lenders pursuant to the Security Documents, including, but not limited to, the security interests and Liens on and in the intellectual property listed on Schedule I hereto, without the need for any further action by any of the parties hereto or by the Scotsman Entities.

3. The Administrative Agent and the Collateral Agent hereby reassign, grant and convey to the Scotsman Entities and Holdco (solely with respect to the Equity Interests of Scotsman), without recourse and without representation or warranty of any kind, all right, title and interest of any kind granted, assigned or conveyed by the Scotsman Entities and Holdco (solely with respect to the Equity Interests of Scotsman) to the Collateral Agent, the Administrative Agent and/or the Lenders pursuant to the Security Documents in and to the Collateral and the Equity Interests of the Scotsman Entities without the need for any further action by any of the parties hereto or by the Scotsman Entities.

4. At the expense of the Company, the Collateral Agent shall deliver to Scotsman (or any person that Collateral Agent believes in good faith represents Scotsman) any physical collateral held by it under the Security Documents.

5. The Company shall bear the costs associated with the documentation of this Release and Termination.

6. Attached as Exhibit A hereto is a UCC-3 termination statement (the "Termination Statement") pertaining to the security interests and liens described in paragraph 2 above. The Administrative Agent and the Collateral Agent hereby authorize Scotsman and its designees, from and after the date hereof, to file the Termination Statement. The Administrative Agent and the Collateral Agent will, at the expense of the Borrower (as defined in the Credit Agreement), deliver such other termination statements and other documentation as Scotsman may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such security interests and liens.

7. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK.

8. This Release shall be binding upon the Lenders, the Collateral Agent and the Administrative Agent and their respective successors and assigns, as set out under the Credit Agreement and the Security Documents.

[signature page follows]

**ADMINISTRATIVE AGENT and
COLLATERAL AGENT:**

JPMORGAN CHASE BANK, N.A., solely as
Administrative Agent and Collateral Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED

THE MANITOWOC COMPANY, INC.

By: *Maurice D. Jones*
Name: Maurice D. Jones
Title: Senior Vice President, General Counsel and Secretary

Exhibit A

[see attached]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
 2711 Centerville Road, Suite 400
 Wilmington, DE 19808



T E R M I N A T I O N S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 20084254627 Date: 12/22/2008

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
 Scotsman Group LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 JPMorgan Chase Bank, N.A., as Collateral Agent

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

DE-Secretary Of State

Schedule I

[Schedule of IP to be provided.]

TRADEMARK SCHEDULE

Trademark	Registration No.
AQUA DEFENSE SYSTEM	2,926,038
AQUA PATROL	2,933,831
AQUABULLET	3,114,618
AUTOIQ	2,386,146
BRILLIANCE	77/490439 (App.)
CM CUBED	2,184,891
CM3 (STYLIZED)	2,125,444
CUBER PERFORMANCE RAISED TO A HIGHER POWER	2,184,892
ECLIPSE	2,684,682
ICE FOR THE PURIST	77/627,523 (App.)
ICE VALET	2,929,460
ICE-CARE	1,890,674
PRODIGY	3,390,163
RELIACLEAN	2,470,818
SCOTSMAN	3,118,885
SCOTSMAN	1,095,456
SCOTSMAN NUGGET ICE	2,985,957
SUREFLOW	2,406,750
THE ICE OF CHOICE	3,189,784
TOUCHFREE	1,970,438

Patent Schedule

Patent Title	Patent No.
APPARATUS AND METHOD FOR MAKING ICE PARTICLES AND METHOD OF MAKING SAID APPARATUS	4527401
AUGER CONSTRUCTION FOR ICE MAKING APPARATUS	4932223
AUGER-TYPE ICE MAKING APPARATUS FOR PRODUCING HIGH QUALITY ICE	4497184
BEVERAGE DISPENSING SYSTEM	7036326
COMBINED COUNTERTOP ICE AND BEVERAGE DISPENSER	D 335062
COUNTERTOP ICE DISPENSER	07/618822 (App.)
COUNTERTOP MACHINE FOR STORING AND DISPENSING ICE	D335498
DEVICE FOR DISPENSING LIQUIDS IN A DESIRED RATIO	5868279
EVAPORATOR DEVICE FOR ICE-MAKING APPARATUS	4903504
EVAPORATOR DEVICE FOR ICE-MAKING APPARATUS	4986088
EVAPORATOR PLATE ASSEMBLY FOR USE IN A MACHINE FOR PRODUCING ICE	6161396
FAULT RESTART METHOD	5901561
HOT GAS BYPASS SYSTEM FOR AN ICEMAKER	5794452
ICE AND BEVERAGE DISPENSING APPARATUS	6321802
ICE BODY DISPENSER	4386640
ICE BODY SUPPLY DELIVERY CONTROL	4458960
ICE CUBE MACHINE	4375756
ICE DISPENSER CONTROL	4496087
ICE MACHINE AND METHOD FOR CONTROL THEREOF	6581392
ICE MACHINE WATER DISTRIBUTION AND CLEANING SYSTEM	6311501

Patent Title	Patent No.
ICE MACHINE WITH REMOTE MONITORING	7310957
ICE MACHINE WITH REMOTE MONITORING	11/983266 (App.)
ICE MACHINE WITH SLIDE-OUT BIN (USP) // ICE MACHINE WITH DRAIN (USP1) // ICE MACHINE WITH REMOVABLE LINER (USP2) (USU2) (WOU2) // ICE MACHINE WITH BOTTOM GLIDE ASSEMBLIES (USP3) // ICE MACHINE WITH DRAIN (USU) (WOU)	12/1488876 (App.)
ICE MACHINE WITH SLIDE-OUT BIN (USP) // ICE MACHINE WITH DRAIN (USP1) // ICE MACHINE WITH REMOVABLE LINER (USP2) (USU2) (WOU2) // ICE MACHINE WITH BOTTOM GLIDE ASSEMBLIES (USP3) // ICE MACHINE WITH DRAIN (USU) (WOU)	12/148855 (App.)
ICE MAKER CABINET	D314579
ICE MAKING APPARATUS	4576016
ICE MAKING APPARATUS	4574593
ICE PRODUCING MACHINE AND METHOD WITH GEAR MOTOR MONITORING	6463746
ICE PRODUCT AND METHOD AND APPARATUS FOR MAKING SAME	4452049
ICE PRODUCT AND METHOD AND APPARATUS FOR MAKING SAME	4458503
ICE-MAKING MACHINERY WITH LOCKOUT AND METHOD	11/436755 (App.)
ICY BODY DISPENSER	4386640
MACHINE FOR PRODUCING ICE	12/223240 (App.)
MACHINE FOR THE PRODUCTION AND DISTRIBUTION OF ICE PARTICLES	12/288177 (App.)
MAINTENANCE AND CLEANING FOR AN ICE MACHINE	7204091
METHOD AND SYSTEM FOR LOGGING CYCLE HISTORY OF AN [CE-MAKING MACHINE THAT IS ACCESSIBLE TO THE USER FOR SERVICE DIAGNOSIS	11/975523 (App.)

Patent Title	Patent No.
METHOD AND SYSTEM FOR REGULATING THE OPERATION ON AN ICE MAKING MACHINE BASED TO OPTIMIZE THE RUN TIME BASED ON VARIABLE POWER RATES (USP)	11/975113 (App.)
METHOD FOR CONTROLLING AN ICE MAKING MACHINE AND APPARATUS THEREFOR	5477694
METHOD FOR PREVENTING FORMATION OF ICE SLUSH IN AN ICE MAKER	5582018
METHOD OF FABRICATING FLAKER EVAPORATORS BY SIMULTANEOUSLY DEFORMING WHILE COILING TUBE	4984360
MODULAR INSULATED CABINET CONSTRUCTION	334748 (App.)
QUIET ICE MAKING APPARATUS / (USQ 1) INTEGRATED BEVERAGE DISPENSER AND ICE MAKER SYSTEM // (USQ2) INTEGRATED ICE AND BEVERAGE DISPENSER	6691528
QUIET ICE MAKING APPARATUS / (USQ1) INTEGRATED BEVERAGE DISPENSER AND ICE MAKER SYSTEM // (USQ2) INTEGRATED ICE AND BEVERAGE DISPENSER	7017353
QUIET ICE MAKING APPARATUS / (USQ1) INTEGRATED BEVERAGE DISPENSER AND ICE MAKER SYSTEM II (USQ2) INTEGRATED ICE AND BEVERAGE DISPENSER	7275387
QUIET ICE MAKING APPARATUS / (USQ1) INTEGRATED BEVERAGE DISPENSER AND ICE MAKER SYSTEM // (USQ2) INTEGRATED ICE AND BEVERAGE DISPENSER	6637227
QUIET ICE MAKING APPARATUS / (USQ1) INTEGRATED BEVERAGE DISPENSER AND ICE MAKER SYSTEM // (USQ2) INTEGRATED ICE AND BEVERAGE DISPENSER	6668575
QUIET ICE MAKING APPARATUS I (USQ1) INTEGRATED BEVERAGE DISPENSER AND ICE MAKER SYSTEM // (USQ2) INTEGRATED ICE AND BEVERAGE DISPENSER	6711910
QUIET ICE MAKING APPARATUS I (USQ1) INTEGRATED BEVERAGE DISPENSER AND ICE MAKER SYSTEM // (USQ2) INTEGRATED ICE AND BEVERAGE DISPENSER	6854277
SIPHON PURGE SYSTEM	4896800

Patent Title	Patent No.
SLAB-TYPE ICE MAKER CONTROL	395360 (App.)
SPLASH PANEL FOR ICE/BEVERAGE DISPENSER	D 367585
TEXTUAL DISPLAY ON ICE MAKING MACHINE TO ASSIST WITH ICE MACHINE DIAGNOSIS AND METHOD	11/975177 (App.)
UNDERCOUNTER ICE MAKING MACHINE	5245841
USP/USPI - ICE MACHINE EVAPORATOR ASSEMBLY WITH IMPROVED HEAT TRANSFER AND METHOD FOR MAKING SAME//USP2 - A DIE CAST EVAPORATOR WITH AN EMBEDDED COPPER TUBE; USP3 - A DIE CAST EVAPORATOR; USU//ICE MACHINE EVAPORATOR ASSEMBLIES WITH IMPROVED HEAT TRANS	7017355
WATER QUALITY MONITORING AND CONTROL SYSTEM FOR AN ICE MAKER	5527470