

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Versacold Canada Corporation		01/31/2010	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Versacold Group Services ULC		
<b>Street Address:</b>	2115 Commissioner Street		
<b>City:</b>	Vancouver British Columbia		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V5L 1A6		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1629480	VERSACOLD	
<b>Registration Number:</b>	1651724	FIRST IN COLD	
<b>Registration Number:</b>	1901944	VERSA COLD	
<b>Serial Number:</b>	77621721	VERSACOLD LOGISTICS SERVICES FIRST IN COLD	
<b>Serial Number:</b>	77621747	VERSACOLD LOGISTICS SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)220-2480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	503-294-9584		
<b>Email:</b>	tm-pdx@stoel.com		
<b>Correspondent Name:</b>	Anne W. Glazer		
<b>Address Line 1:</b>	900 SW Fifth Ave		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	076722-035		

**OP \$140.00 1629480**

DOMESTIC REPRESENTATIVE

Name: Anne W. Glazer  
Address Line 1: 900 SW Fifth Ave  
Address Line 2: Suite 2600  
Address Line 4: Portland, OREGON 97204

NAME OF SUBMITTER:	SR Paralegal
Signature:	/Joseph Kong/
Date:	06/03/2010

Total Attachments: 6  
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**TRADE-MARK ASSIGNMENT**

THIS AGREEMENT dated the 31 day of January, 2010.

**B E T W E E N:**

**Versacold Canada Corporation**  
2115 Commissioner Street  
Vancouver, British Columbia V5L 1A6  
Canada  
(the "Assignor")

- and -

**Versacold Group Services ULC**  
2115 Commissioner Street  
Vancouver, British Columbia V5L 1A6  
Canada  
(the "Assignee")

**WHEREAS**, Assignor is the owner of certain trade-marks and registrations, and pending "intent-to-use" applications for registration thereof in the United States Patent and Trademark Office ("USPTO") and the Canadian Intellectual Property Office ("CIPO"), Trade-mark Branch including the registrations and pending applications set forth more fully in Schedules A, and B attached hereto and incorporated by reference herein (the "Trade-marks");

**WHEREAS**, Assignee is desirous of acquiring the entire right, title and interest in and to the Trade-marks and wishes to confirm its ownership of the right, title and interest in and to the Trade-marks, and any registrations and pending applications for registration therefore;

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor confirms that it has sold, assigned and transferred, and by these presents, does hereby assign unto Assignee the entire right, title and interest in and to said Trade-marks and the registrations, and pending "intent-to-use" applications thereof identified as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060, including the common law rights to any confusingly similar registered or unregistered marks which Assignor has acquired through use, and the copyright in any design marks or logos, together with the goodwill of the business symbolized by said Trade-marks, the same to be held and enjoyed by the same Assignee 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 Assignor if this assignment had not been made, together with all claims for damages and reason of past infringement of said Trade-marks and their respective registrations, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns and other legal representatives.

AND Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by Assignee, its successors, assigns or legal representatives, to effect the recordation of the assignment of the Trade-marks, and registration thereof before the proper Office or Agency, and to obtain any and all registrations or renewals for the Trade-marks and to vest the same in Assignee, its successors, assigns or legal representatives;

AND this Assignment shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns, or successors and assigns as the case may be, of the parties hereto;

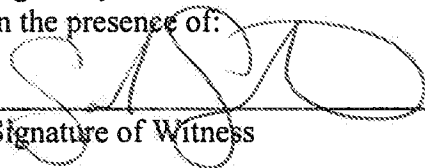
AND this Assignment may be executed in multiple counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same;

AND the appropriate Office or Agency is hereby authorized to deliver to its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment;

AND this Assignment shall be effective as of the 31 day of January, 2010;

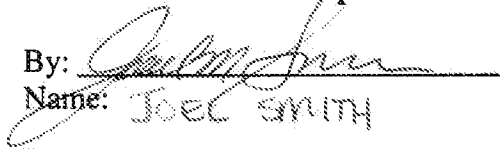
IN WITNESS WHEREOF, the parties have executed this Trade-mark Assignment as of the date first written above.

Signed by  
in the presence of:

  
\_\_\_\_\_  
Signature of Witness

SARAH SIDHU  
\_\_\_\_\_  
Name of Witness

**Versacold Canada Corporation**

By: 

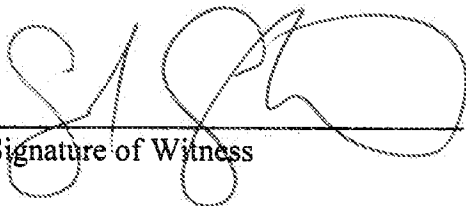
Name: JOEL SMITH

Title: EVP+CFD

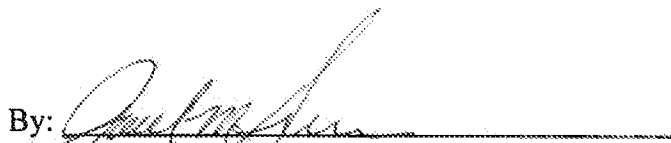
ACKNOWLEDGED AND RECEIVED at Vancouver, B.C.  
this 31 day of January, 2010

Signed by  
in the presence of:

**Versacold Group Services ULC**






  
\_\_\_\_\_  
Signature of Witness

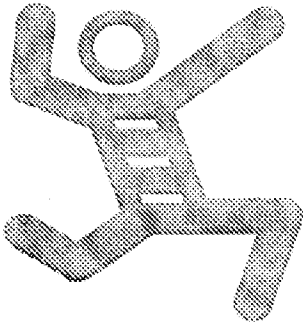

SARAH SIDHU  
\_\_\_\_\_  
Name of Witness

By:   
\_\_\_\_\_  
Name: JOEL SMITH  
Title: EVP + CFO



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**SCHEDULE "A"**  
**TRADE-MARKS – CANADA**

Description of Trade-mark	Reg. No.	Serial No.
VERSACOLD	TMA353,837	587,708
COLD LOGIC & DESIGN 	TMA482,789	821,418
COLD LOGIC DOT DESIGN 	TMA495,455	850,152
COLD LOGIC	TMA472,462	785,988
FRIGO QUEBEC	TMA477,086	787,230
FRIGO QUEBEC & DESIGN 	TMA477,085	787,234
VERSACOLD GROUP	TMA597,837	1,151,233
VERSACOLD DESIGN 	TMA364,774	602,198
FIRST IN COLD	TMA369,185	602,295
VERSACOLD & DESIGN 	TMA433,513	734,650
THERMAL ICON DESIGN	TMA696,115	1,229,889

Description of Trade-mark	Reg. No.	Serial No.
		
VERSACOLD LOGISTICS SERVICES		1,418,470
VERSACOLD LOGISTICS SERVICES & DESIGN 		1,418,476

**SCHEDULE "B"**  
**TRADE-MARKS - UNITED STATES**

Description of Trade-mark	Reg. No.	Serial No.
VERSACOLD	1,629,480	73/832,197
FIRST IN COLD	1,651,724	73/749,659
VERSA COLD DESIGN  	1,901,944	74/517,544
VERSACOLD LOGISTICS SERVICES FIRST IN COLD  		77/621,721
VERSACOLD LOGISTICS SERVICES		77/621,747

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