

**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>    |
| Carrier Commercial Refrigeration, Inc. |  | 08/03/2007            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>            |  |                       |                       |
| <b>Name:</b>                           | Wells Bloomfield, LLC  |                       |                       |
| <b>Street Address:</b>                 | 10 Sunnen Drive  |                       |                       |
| <b>City:</b>                           | St. Louis  |                       |                       |
| <b>State/Country:</b>                  | MISSOURI   |                       |                       |
| <b>Postal Code:</b>                    | 63143-3800   |                       |                       |
| <b>Entity Type:</b>                    | LIMITED LIABILITY COMPANY: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b>       |  |                       |                       |
| <b>Property Type</b>                   | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:                   | 3087422  | COFFEE-ON-TAP         |                       |
| Registration Number:                   | 1627987  | BLOOMFIELD            |                       |
| Registration Number:                   | 3092484  | WELLS                 |                       |
| <b>CORRESPONDENCE DATA</b>             |  |                       |                       |
| <b>Fax Number:</b>                     | (312)321-4299  |                       |                       |
|  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                          | 312-321-4200   |                       |                       |
| <b>Email:</b>                          | officeactions@brinkshofer.com  |                       |                       |
| <b>Correspondent Name:</b>             | Scott J. Slavick   |                       |                       |
| <b>Address Line 1:</b>                 | P. O. Box 10395  |                       |                       |
| <b>Address Line 4:</b>                 | Chicago, ILLINOIS 60610  |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>         | 12361/335-337  |                       |                       |
| <b>NAME OF SUBMITTER:</b>              | Scott J. Slavick   |                       |                       |

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**900167777**

**TRADEMARK  
 REEL: 004248 FRAME: 0232**

|  |                    |
|--|--------------------|
| Signature:   | /Scott J. Slavick/ |
| Date:  | 07/26/2010         |
| Total Attachments: 9<br>source=Assignment of CCR_1#page1.tif<br>source=Assignment of CCR_1#page2.tif<br>source=Assignment of CCR_1#page3.tif<br>source=Assignment of CCR_1#page4.tif<br>source=Assignment of CCR_1#page5.tif<br>source=Assignment of CCR_1#page6.tif<br>source=Assignment of CCR_1#page7.tif<br>source=Assignment of CCR_1#page8.tif<br>source=Assignment of CCR_1#page9.tif |                    |

## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment is effective as of the 3<sup>rd</sup> day of August, 2007, by Carrier Commercial Refrigeration, Inc., a Delaware corporation (“CCR”) and Bloomfield Industries Canada Limited, a Canadian company (“WB Canada” and together with CCR the “Assignors”), to Wells Bloomfield, LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS, CCR has adopted and uses in its business and CCR is the owner of the entire right, title and interest in and to the trademarks and service marks applications and registrations listed on *Schedule A* attached hereto and made a part hereof and WB Canada has adopted and uses in its business and WB Canada is the owner of the entire right, title and interest in and to the trademarks and service marks applications and registrations listed on *Schedule B* attached hereto and made a part hereof (such trademarks and service marks being referred to herein as the “Marks”);

WHEREAS, Assignee wishes to acquire from Assignors and Assignors wish to assign to Assignee all right, title and interest in and to the Marks from Assignors;

WHEREAS, Assignors and Assignee have entered into a certain Wells Bloomfield Asset Purchase Agreement dated as of August 3, 2007, pursuant to the terms of which Assignors agreed to and did assign all right, title and interest of Assignors in and to the Marks to Assignee, and pursuant to which Assignors assigned the entire business associated with the Marks to Assignee, and whereby Assignee is successor to the business of the Assignors to which the Marks pertain;

WHEREAS, Assignors have agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee; 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 thereon to Assignee, as assignee of the entire 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 at Assignee's request and 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, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent 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.

*[Signature Page Follows]*

IN TESTIMONY WHEREOF, the Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this \_\_\_ day of August, 2007.

CARRIER COMMERCIAL REFRIGERATION,  
INC.

By: Tracey Heaton  
Name: Tracey Heaton  
Its: Authorized Signatory

BLOOMFIELD INDUSTRIES CANADA LIMITED

By: Tracey Heaton  
Name: Tracey Heaton  
Its: Authorized Signatory

WELLS BLOOMFIELD, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Signature Page for Trademark Assignment

STATE OF Connecticut )  
COUNTY OF Hartford )      ss. Farmington

Tracy Heaton On this 31<sup>st</sup> day of July, 2007, there appeared before me  
~~Caroline A. Borkoski~~ <sup>CM</sup> personally known to me, who acknowledged that he signed the foregoing  
Assignment as his voluntary act and deed on behalf and with full authority of  
Carrier Commercial Refrigeration, Inc.  
and Bloomfield Industries Canada Limited

Caroline A. Borkoski

Notary Public

CAROLINE A. BORKOSKI

Notary Public

My Commission Expires July 31, 2009

Signature Page for Trademark Assignment

STATE OF Connecticut )  
COUNTY OF Hartford ) SS. Farmington

On this 31<sup>st</sup> day of July, 2007, there appeared before me Tracey Henton, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Stonfield Industries Canada Limited and Carrier Commercial Refrigeration, Inc.

Caroline A. Borkoski  
Notary Public

CAROLINE A. BORKOSKI  
Notary Public  
My Commission Expires July 31, 2009

Signature Page for Trademark Assignment

IN TESTIMONY WHEREOF, the Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this \_\_\_ day of August, 2007.

CARRIER COMMERCIAL REFRIGERATION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BLOOMFIELD INDUSTRIES CANADA LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

WELLS BLOOMFIELD, LLC

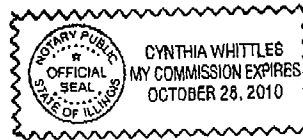
By:   
Name: Timothy J. Ferguson  
Its: CHIEF FINANCIAL OFFICER



STATE OF )  
 )  
COUNTY OF ) SS.

On this 3<sup>RD</sup> day of August, 2007, there appeared before me Timothy F. Cavanaugh personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Wells Bloomfield LLC.

Cynthia Whittles  
Notary Public



Signature Page for Trademark Assignment

Schedule A

| Mark          | Serial No. | Registration No. | Country |
|---------------|------------|------------------|---------|
| COFFEE-ON-TAP | 3,087,422  | 78-603,649       | US      |
| BLOOMFIELD    | 1,627,987  | 73-808211        | US      |
| BLOOMFIELD    | 3,657,963  | 3,657,963        | China   |
| BLOOMFIELD    | 3,657,964  | 3,657,964        | China   |
| WELLS         | 3,092,484  | 78-512,854       | US      |
| WELLS         | 3,592,051  | 3,592,051        | China   |

Schedule B

| Mark          | Registration No. | Serial No. | Country |
|---------------|------------------|------------|---------|
| COFFEE-ON-TAP | TMA409679        | 660564     | Canada  |