

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CNA International, Inc. d/b/a MC Appliance Corporation		11/24/2010	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Maytag Corporation
Street Address:	2000 North M-63
City:	Benton Harbor
State/Country:	MICHIGAN
Postal Code:	49022
Entity Type:	CORPORATION: DELAWARE

Name:	Whirlpool Corporation
Street Address:	2000 North M-63
City:	Benton Harbor
State/Country:	MICHIGAN
Postal Code:	49022
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	0720904	MAGIC CHEF
Registration Number:	1055942	MAGIC CHEF
Serial Number:	77115752	MAGIC CHEF
Registration Number:	0741630	MAGIC CHEF
Registration Number:	0900133	MAGIC CHEF
Registration Number:	0900241	MAGIC CHEF
Registration Number:	1059131	MAGIC CHEF
Registration Number:	1188375	MAGIC CHEF

CH \$290.00 0720904

Registration Number:	2236948	MAGIC CHEF
Registration Number:	3379669	MAGIC CHEF
Registration Number:	1055941	

**CORRESPONDENCE DATA**

Fax Number: (312)616-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-616-5600  
Email: bumansky@leydig.com  
Correspondent Name: Boris Umansky  
Address Line 1: 180 N. Stetson, Ste. 4900  
Address Line 2: Two Prudential Plaza  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	270442
NAME OF SUBMITTER:	Boris Umansky
Signature:	/Boris Umansky/
Date:	12/27/2010

**Total Attachments: 15**  
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**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (hereafter "License Agreement") is entered into and effective as of November 24, 2010 (hereafter "Effective Date") between CNA INTERNATIONAL, INC. d/b/a MC Appliance Corporation, an Illinois corporation with an address of 777 Mark Street, Wood Dale, Illinois 60191 (hereinafter "CNA"), (hereinafter "LICENSOR"), and Maytag Corporation, a Delaware corporation with an address of 2000 North M-63, Benton Harbor, Michigan 49022 together with its parent company Whirlpool Corporation, a Delaware corporation with an address of 2000 North M-63, Benton Harbor, Michigan 49022 (Maytag Corporation and Whirlpool Corporation collectively referred to hereafter as "LICENSEE").

WHEREAS, LICENSOR is the owner of the Marks (defined below); and

WHEREAS, LICENSEE desires to obtain a license from LICENSOR to utilize the Marks on the Licensed Products (defined below); and

WHEREAS, LICENSOR is willing to grant such a license on the terms and conditions more fully set forth below:

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**DEFINITIONS**

- a. The term "Marks" shall mean the trademark and service mark MAGIC CHEF, together with such other registered or unregistered trademarks, service marks, logos and designs that include or are used with the words "Magic Chef" or the "Magic Chef" logo including the mark SO RIGHT AT HOME, and including but not limited to the trademarks set forth in Exhibit A.
- b. The term "Exclusive Licensed Goods" shall mean those products set forth on Exhibit B.
- c. The term "Licensed Products" shall refer to the Exclusive Licensed Goods and shall also refer to the services related to such goods, such as online or brick and mortar appliance advisory, retail, installation, repair and warranty services.
- d. The term "Territory" shall mean Canada, Mexico, and the United States and its possessions and territories.
- e. The term "Trademark-related Claims" shall mean any claim(s) arising from use of the Marks, including but not limited to trademark infringement, false designation of origin, false designation of sponsorship, dilution, unfair competition, deceptive trade practices, cybersquatting, and/or ICANN proceedings.

ARTICLE I  
GRANT OF LICENSE

1.1 License of Marks. LICENSOR grants to LICENSEE a limited royalty free, exclusive license to use the Marks for the manufacture, marketing, promotion, sale, distribution, and servicing of the Licensed Products in the Territory.

1.1.1 LICENSEE may exercise its license rights hereunder directly or through any U.S. or foreign entities in which Whirlpool Corporation, now or in the future, has at least a fifty-percent direct or indirect ownership interest; provided, however, that Whirlpool Corporation shall be fully and completely responsible for the actions taken by such entities pursuant to this License Agreement and, provided further, that such entities shall cease to have any rights under this Agreement if Whirlpool Corporation ceases to have at least a fifty-percent direct or indirect ownership interest therein.

1.1.2 The license granted herein is exclusive. LICENSOR shall not use the Marks, or any confusingly similar trademark, for the manufacture, promotion, marketing, sale, distribution, or servicing of any of the Exclusive Licensed Goods in the Territory. LICENSOR shall not use the Marks, or any confusingly similar trademark, for the manufacture, promotion, marketing, sale, distribution, or servicing of any of the Exclusive Licensed Goods outside the Territory in any manner that would permit or facilitate sales of such products inside the Territory. LICENSOR shall not license the Marks, or any confusingly similar mark, to a third party (or otherwise permit or facilitate a third party whether directly or indirectly) for the manufacture, promotion, marketing, sale, distribution, or servicing of any of the Exclusive Licensed Goods in the Territory. LICENSOR shall further take commercially reasonable steps to prevent any third party from using the Marks or any confusingly similar trademarks for the manufacture, promotion, marketing, sale, distribution, or servicing of any of the Exclusive Licensed Goods in the Territory.

1.1.3 The parties understand and agree that the exclusive right granted above is an essential element of this License Agreement.

1.1.4 The right granted to LICENSEE above shall not extend to the use of the Marks as part of an internet domain name.

1.2 Manufacture of Licensed Products Outside the Territory Allowed and Third Party Manufacture Allowed. LICENSEE may manufacture the Licensed Products at its own factories or at the factories of its suppliers who sell the Licensed Products to LICENSEE or to LICENSEE's designees. Such manufacture may occur outside the Territory as long as such products are manufactured solely for the purpose of sale or other use or distribution inside the Territory, without rights of further sale, distribution or use outside the Territory. LICENSEE is not required to obtain consent from LICENSOR to have the Licensed Products made by third

party suppliers of LICENSEE. LICENSEE agrees that any such supply agreement shall provide that the supplier shall sell the Licensed Products only to the LICENSEE or LICENSEE's designees. If a supplier fails to comply with the agreement and sells the Licensed Products to an unauthorized third party, LICENSOR and LICENSEE shall work together in good faith to resolve the problem.

1.3 **Recordal of License Agreement.** LICENSEE, at its expense, may record this License Agreement with various governmental authorities, which may include the United States Trademark Office. LICENSOR shall cooperate with and assist LICENSEE, at LICENSEE's expense, in recording this License Agreement.

1.4

**REDACTED**

1.5 **No Other Right to Licensed Marks or Third Party Marks.** Other than the rights granted in this License Agreement, LICENSOR conveys to LICENSEE no other rights to the Marks or other intellectual property of LICENSOR or of any other third party.

1.6

**REDACTED**

1.7 **Protection of LICENSEE's Exclusive Rights.** LICENSOR understands and agrees that LICENSEE's exclusive rights granted to LICENSEE pursuant to this License Agreement are a material provision of this transaction. In order to preserve LICENSEE's exclusive rights, the parties have agreed to the following:

- a. If during the term of this License Agreement LICENSOR desires to sell, or otherwise transfer, the Marks to a third party, LICENSOR shall first provide 45 days prior written notice to LICENSEE ("Notice of Sale") together with a signed offer by the third party setting forth the terms of such transfer ("Third Party Offer"). During such notice period, LICENSEE shall have the right to purchase from LICENSOR all right, title and interest in the Marks for the same price and under the same or substantially the same terms as the price and terms set forth in the Third Party Offer.

(1) In the event LICENSEE elects to exercise its right to purchase, it shall provide written notice to LICENSOR during the 45-day notice period. The Parties shall thereafter promptly execute such agreements as are necessary to consummate the transaction on substantially the same terms as the Third Party Offer. At the closing for such transaction, the parties shall simultaneously exchange the purchase price from LICENSEE to LICENSOR and the written assignment of the Marks from LICENSOR to LICENSEE, which assignment shall be in a form satisfactory to

LICENSEE.

(2) In the event that LICENSEE chooses not to exercise its right to repurchase the Marks, LICENSOR shall, before selling the Marks, first obtain from the prospective purchaser a written undertaking in a form reasonably acceptable to LICENSEE that the purchaser of the Marks shall be bound by all the terms and conditions of this License Agreement.

b. LICENSEE's right of first refusal set forth in this Section 1.7 shall not apply with respect to:

(1) the pledge or collateral assignment of any of the Marks in connection with a financing or substantially similar transaction with a bank or other financial institution; provided, however, that such pledge or collateral assignment (a) shall on its face specifically state that it is subject to all terms and conditions of this License Agreement, and (b) shall not in any way inhibit LICENSEE's rights hereunder. LICENSOR shall notify LICENSEE in writing within five (5) business days of making such pledge or collateral assignment and shall provide written evidence that the financing bank acknowledges LICENSEE's rights under this License Agreement;

(2) the transfer or sale of all of the Marks (together with this Agreement) to a majority-owned subsidiary of CNA, provided that CNA gives LICENSEE a written guarantee that CNA will remain responsible for the performance of all obligations and duties under this Agreement; or

(3) the transfer or sale of all the Marks (together with this Agreement) to an unrelated third party as part of a sale of substantially the entire business of CNA and substantially all of CNA's assets to such party, or the merger of substantially the entire business of CNA and substantially all of CNA's assets into an unrelated third party.

c. Both parties agree that inestimable harm will occur to LICENSEE if LICENSOR engages in the following conduct: (1) LICENSOR sells on its own, or licenses or permits or facilitates (whether directly or indirectly) a third party to sell, any of the Exclusive Licensed Goods bearing the Marks in the Territory; or (2) LICENSOR in any other manner breaches the exclusivity provisions of this License Agreement. In the event of such conduct by LICENSOR, LICENSOR shall pay as liquidated damages to LICENSEE five hundred United States Dollars (US\$ 500) for each individual product unit sold as a result of such conduct by LICENSOR. By way of example, if LICENSOR authorizes a third party to sell 20 cubic foot Magic Chef refrigerators and 100 units of such refrigerators are sold in the United States (either directly or indirectly), LICENSOR shall pay to LICENSEE \$50,000 as liquidated damages. Such payment shall not in any way limit any equitable rights or remedies otherwise available to the LICENSEE.

**ARTICLE 2**  
**ENFORCEMENT AND PROTECTION OF THE MARKS**

2.1 Maintenance and Enforcement. LICENSOR shall use commercially reasonable efforts to diligently maintain and defend the Marks in the Territory and the registrations therefor. LICENSOR is responsible for costs of maintaining the Marks, including: trademark application, registration, renewal and registered user fees. LICENSOR is responsible for the costs associated with legal actions against alleged infringers, and costs incurred in other enforcement proceedings, including non-court enforcement such as the sending of cease and desist letters, oppositions, cancellations and the like. LICENSOR shall inform LICENSEE in writing prior to initiating any judicial proceedings claiming infringement of the Marks in the Territory, or prior to initiating any oppositions, cancellations, or other administrative proceedings relating to the Marks in the Territory, regardless of whether the goods or services at issue in such proceeding(s) are the Licensed Products or other goods or services. LICENSOR shall not settle any judicial proceeding, opposition, cancellation, or other administrative proceeding with respect to the Marks in the Territory without first consulting with the LICENSEE, regardless of whether the goods or services at issue in such proceeding(s) are the Licensed Products or other goods or services.

2.1.1 Maintenance and Enforcement Relating to the Licensed Products. Any settlement agreement or coexistence/consent agreement entered into by LICENSOR during the Term of this Agreement and relating to the Licensed Products and the Marks in the Territory requires the prior written consent of LICENSEE, which consent shall not be unreasonably withheld. If LICENSOR does not initiate judicial proceedings to enjoin a known infringement in the Territory relating to the Licensed Products within ninety (90) days after the later of (a) first obtaining knowledge of any infringement by a third party of Marks, or (b) the date set forth for response in the initial cease and desist letter sent by LICENSOR to any infringer, then LICENSEE shall have the right to request that LICENSOR initiate such judicial proceedings in LICENSOR's own name and at LICENSOR's sole expense. LICENSOR shall accommodate such request. In any such action, LICENSOR shall control the prosecution, but any settlement thereof requires the prior written consent of LICENSEE, which consent shall not be unreasonably withheld. LICENSEE shall be entitled to the full amount of settlement payments, damages, monetary awards and other compensations recovered that are related to actions by infringers in the Territory with respect to the Licensed Products, less any legal fees and costs incurred by LICENSOR in connection with the prosecution and/or settlement of such action. In the event of an enforcement action involving both the Licensed Products and non-licensed goods or services, any amount of settlement payments, damages, monetary awards or other compensations shall be divided as follows: first, LICENSOR shall deduct an amount equal to any legal fees and costs incurred by LICENSOR in connection with the prosecution and/or settlement of such action; then, any remaining amount shall be allocated between the LICENSEE and the LICENSOR proportionally in accordance with the amount of damage suffered by the LICENSEE as to the Licensed Products on the one hand and the amount of damage suffered by the LICENSOR as to all other goods or services on the other.

**2.1.2 LICENSEE's Right to Take Action Against Alleged Infringers with Respect to the Exclusive Licensed Goods.** In the event LICENSOR fails to promptly take action against any third party infringer of the Marks in the Territory after LICENSEE asks LICENSOR to do so, and at least (90) days have passed since the later of (a) LICENSOR's first obtaining knowledge of any infringement by a third party of the Marks, or (b) the date set forth for response in the initial cease and desist letter sent by LICENSOR to any infringer, provided a cease and desist letter was promptly sent by LICENSOR upon learning of the infringement, then without waiving any rights or remedies LICENSEE may have in any claim or action for breach against LICENSOR based on any such failure by LICENSOR, LICENSEE may in its own name directly initiate enforcement steps or legal or judicial proceedings against such third parties that are infringing the Marks with respect to the Licensed Products or otherwise selling the Licensed Products without LICENSEE's express permission and approval. LICENSEE shall be entitled to control the settlement of any such claims, and shall be entitled to all settlement payments, damages, monetary awards and other compensations related to such actions.

### ARTICLE 3 QUALITY CONTROL OF GOODS AND SERVICES

**3.1 LICENSOR's Right to Inspect the Licensed Products and Ensure Quality.** LICENSOR is familiar with and has approved the current quality level of LICENSEE's goods. In the event LICENSEE wishes to implement updated or alternative quality control standards, such standards shall be submitted to LICENSOR for approval, which approval shall not be unreasonably withheld. Once each calendar year upon reasonable notice and without disrupting LICENSEE's business, LICENSOR shall have the right to inspect production samples of the Licensed Products for the purpose of ensuring that the Licensed Products are manufactured in accordance with the quality control standards currently in place and in accordance with applicable government standards, regulations and laws (collectively referred to as "Quality Standards"). In the event that LICENSOR's inspection reveals that the Licensed Products have not been manufactured according to the Quality Standards, LICENSOR will provide a written report of its findings to LICENSEE. Within forty-five (45) days of receiving LICENSOR's report, LICENSEE shall respond to LICENSOR's report and the parties shall meet to agree in good faith on a plan of action to correct the problem for Licensed Products manufactured in the future.

**3.2 Quality of Services.** LICENSOR has approved the current quality level of LICENSEE's services relating to the Exclusive Licensed Goods, such as the handling of product warranty and consumer service issues relating to the Exclusive Licensed Goods. In the event LICENSEE wishes to implement updated or alternative quality control standards, such standards shall be submitted to LICENSOR for approval, which approval shall not be unreasonably withheld. Once each calendar year upon reasonable notice and without disrupting LICENSEE's business, LICENSOR shall have the right to request the call data from LICENSEE's 800-number service center for customers who have purchased the Licensed Products. In the event that



LICENSOR's inspection of such data reveals a serious drop in response times by LICENSEE's call center staff, LICENSOR will notify LICENSEE in writing of its concerns. Within forty-five (45) days of receiving LICENSOR's written notice, LICENSEE shall respond to LICENSOR's concerns and the parties shall meet to agree in good faith on a plan of action to correct the problem.

3.3 **Product Recall.** LICENSEE shall bear all costs related to any recalls of the Exclusive Licensed Goods produced or sold by LICENSEE under this License Agreement. LICENSEE agrees to notify LICENSOR prior to any public announcement of a recall of the Exclusive Licensed Goods.

#### ARTICLE 4 USE OF THE MARKS

4.1 **Use in Approved Manner.** Both parties acknowledge and agree that LICENSOR is familiar with and has approved LICENSEE's current use of the Marks. LICENSEE may continue to use the Marks in the current or a substantially similar manner on Licensed Products and on all marketing, sales, promotional and other materials related to the Licensed Products.

4.2 **Right to Review Manner of Use.** Once each year, LICENSOR may request samples of materials displaying the Marks for review by LICENSOR to evaluate compliance with Section 4.1 above. If LICENSEE is not in compliance with the applicable standards for use of the Marks, LICENSOR shall provide LICENSEE with written notice describing such noncompliance. After receiving such notice, LICENSEE shall promptly take steps to begin changing and correcting its use of the Marks and shall have: (a) nine (9) months to complete changing or correcting any use of the Marks on future Licensed Products or packaging therefor; and (b) three (3) months to complete changing or correcting any use of the Marks on marketing, sales, promotional and other materials related to the Licensed Products.

4.3 **Goodwill Generated from Use of the Marks.** LICENSEE agrees that its use of the Marks shall not result in any ownership right to the Marks. All public recognition and goodwill connected with the Marks shall inure to the benefit of LICENSOR.

#### ARTICLE 5 LICENSE FEES

5.1 **Royalty Free License.** LICENSEE shall have no obligation to pay royalties for the Licensed Products during the ten (10) year term of this License Agreement.

#### ARTICLE 6 TERM

6.1 **Term.** This Agreement shall become effective on the Effective Date indicated above.

and unless sooner terminated as provided herein, shall run for ten (10) years from the Effective Date.

6.2 Early Termination By LICENSEE and Phase-Out. LICENSEE may terminate this License Agreement without cause at any time upon notice to LICENSOR. Upon such early termination, LICENSEE shall have the right to a six (6) month phase-out period; provided, however, that such phase out shall not extend beyond the term of this License Agreement. More specifically, LICENSEE may continue to distribute, sell, and promote the Licensed Products and offer warranties during the six (6) month phase-out period.

6.3 Early termination by LICENSOR with cause and Phase-Out. LICENSOR may only terminate this License Agreement early if a court of competent jurisdiction pursuant to Section 10.5 hereof determines that LICENSOR provided LICENSEE with written notice of a material breach of this License Agreement and that LICENSEE failed to cure such material breach within three (3) months of receiving such notice. In the event of such a court determination, LICENSEE shall then have the right to a three (3) month phase-out period after the court's final decision. More specifically, LICENSEE may continue to manufacture, distribute, sell, and promote the Licensed Products and offer warranties during the three (3) month phase-out period. The parties agree that after the three-month phase-out period has ended, LICENSEE shall not be required to recall any Licensed Product already in the stream of distribution.

6.4 LICENSEE's Rights Extinguished After Phase-Out. Following the expiration or termination of this Agreement and any phase-out period provided for herein, LICENSEE shall cease to have the right to use the Marks.

#### ARTICLE 7 UNFORESEEN CIRCUMSTANCES

Except with respect to circumstances specifically described in other Articles of this Agreement, no party to this Agreement shall be liable for delay or failure to perform under this Agreement which results from any occurrence or event which could not have been reasonably avoided, including, but not limited to, accident; action of the elements; Act of God; civil commotion; enemy action; epidemic; explosion; fire; flood; insurrection; strike; lock-out or other labor trouble or shortage; war; act, or demand or requirement of the law of the government within the Territory or any other competent governmental authority, if the party in default makes reasonable efforts to remove or overcome the effects of such occurrence or event.

#### ARTICLE 8 INDEMNIFICATION

##### 8.1 Indemnification of LICENSOR.

**REDACTED**

**REDACTED**

8.2 Indemnification of LICENSEE.

**REDACTED**

**ARTICLE 9  
CONFIDENTIALITY**

The parties acknowledge and agree that information exchanged between the parties pertaining to this Agreement, including information regarding technology, developments, and the like, constitutes confidential information of the party disclosing the information, regardless of the medium of expression of the information ("Confidential Information"). Such information is and shall be held in confidence between the parties. The purpose of the exchange of the information is to allow the parties to meet their obligations and responsibilities under this Agreement and such Confidential Information shall be solely used for such purpose. During the term of this Agreement and for a period of three (3) years following its termination or expiration, the party receiving any Confidential Information, and its employees, shall not, except with the prior consent of the disclosing party, use, divulge, disclose or communicate, or cause or permit any other person or entity to use, divulge, disclose or communicate, to any person, firm, corporation or entity, in any manner whatsoever, any confidential information of the disclosing party. Each party further agrees to use the same degree of care to avoid publication or dissemination of the confidential information disclosed to such party under this Agreement as it employs with respect to its own confidential information, but at all times shall use at least reasonable care to protect against disclosure. Confidential information does not and shall not include information that:

- (a) Was already lawfully known to the receiving party at the time such information is disclosed by the other party hereto;
- (b) Was or became publicly known through no wrongful act of the receiving party;
- (c) Was rightfully received from a third party without restriction;
- (d) Was independently developed by the receiving party;
- (e) Was approved for release by the receiving party pursuant to the written authorization of the party disclosing such information under this Agreement;  
or
- (f) Was required by legal or financial reporting requirement to be disclosed.

Notwithstanding the foregoing, the above obligation of confidentiality shall not prevent LICENSEE from recording this License Agreement and other similar documents with the appropriate government authorities.

#### ARTICLE 10 GENERAL PROVISIONS

10.1 Costs Incident to Agreement. Except as otherwise set forth herein, each party shall pay its own legal, accounting and other expenses incident to this Agreement and the consummation of the transactions contemplated thereby.

10.2 Assignability. Subject to the exceptions identified in Section 1.7(b), neither this Agreement nor any right or obligation hereunder is assignable, in whole or in part, by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10.3 Survivability. Upon termination of the rights granted to LICENSEE hereunder, all obligations and responsibilities of the parties which by their nature continue shall continue, including, but not limited to, those obligations set forth in Articles 8, 9, and 10.

10.4 Notices. Unless otherwise specified, all notices and statements to be given pursuant to this Agreement shall be mailed by courier or First Class Mail, if to LICENSEE to:

Whirlpool Properties, Inc.  
500 Renaissance Dr., Suite 101  
St. Joseph, Michigan 49085  
Attn.:

**REDACTED**

With copy to:

Whirlpool Corporation  
Attn: General Counsel  
2000 North Highway 63  
Benton Harbor, MI 49022

and if to LICENSOR to:

CNA International, Inc.  
777 Mark Street  
Wood Dale, Illinois 60191  
Attn.: President

With copy to:

CNA International, Inc.  
777 Mark Street  
Wood Dale, Illinois 60191  
Attn.: General Counsel

10.5 **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Michigan, United States of America. The parties agree that the federal or state court with general jurisdiction for Berrien County, Michigan shall be the forum for resolution of any dispute arising out of or related to the License Agreement.

10.6 **Non-Exclusive Remedy.** Other than as limited in this Agreement, each Party reserves the right to pursue any and all remedies provided at law, in equity, or by this Agreement, and all such remedies are cumulative.

10.7 **Injunctive Relief.** It is expressly agreed that either Party (the "Aggrieved Party") would suffer irreparable harm from a breach by the other Party (the "Breaching Party") of any of the covenants contained in this Agreement and that remedies other than injunctive relief cannot fully compensate or adequately protect such Aggrieved Party for such violation. Therefore, without limiting the right of the Aggrieved Party to pursue all other legal and equitable remedies available for violation of this Agreement, in the event of actual or threatened breach by the Breaching Party of any of the provisions of this Agreement, such Breaching Party agrees that the Aggrieved Party shall be entitled to seek both provisional and permanent injunctive and other relief in order to enforce or prevent any such violation or continuing violation thereof without necessity of posting bond or other security, any requirements therefor being expressly waived by the Breaching Party. The Breaching Party agrees not to raise the defense of adequate remedy at law in such proceeding. The Breaching Party acknowledges and agrees that the provisions of this paragraph are reasonably necessary and commensurate with the need to protect the Aggrieved Party against irreparable harm and to protect its legitimate and proprietary business interests and property.

10.8 **Successors and Assigns.** This agreement shall be binding on the parties hereto and their respective successors and assigns. In particular, the parties agree that in the event LICENSOR is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or similar arrangement pursuant to any bankruptcy law, or if LICENSOR discontinues its business, or a receiver is appointed for the LICENSOR or for LICENSOR's business and such receiver is not discharged within forty-five (45) days, then any successor in interest to the Marks shall be bound by all the terms and conditions of this Agreement.

ARTICLE 11  
CONSTRUCTION OF AGREEMENT

11.1 **Headings.** The paragraph headings of this Agreement are for convenience only and shall not be deemed to affect in any way the meaning of the provisions to which they refer.

11.2 **No Agency Created.** Nothing in this Agreement shall make one party the agent of the other, and no party has power or authority to bind the other in respect of any of the rights or duties hereunder.

11.3 **Severance of Terms.** This License Agreement shall be construed in a manner to avoid violation of, or invalidity under, any applicable law. Should any provision of this License Agreement nevertheless be or become invalid, illegal or unenforceable under any applicable law, the other provisions of this License Agreement shall not be affected and, to the extent permissible, the parties will negotiate and agree upon a lawful alternative which as nearly as possible secures the same commercial result as the invalid, illegal or unenforceable provision.

11.4 **Waiver.** No failure or delay on the part of any party in the exercise of any power, right, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

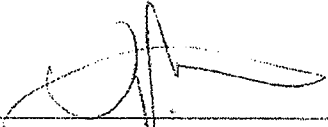
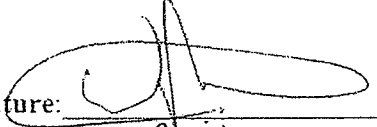

11.5 **No Third Party Beneficiaries.** Nothing in this Agreement is intended or shall be construed to give any Person, other than the Parties, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

11.6 **Entire Agreement.** This Agreement must be construed together with the Confidential Trademark Purchase and Sale Agreement and the Assignment entered into by and between Maytag Corporation and its subsidiary Maytag International, Inc. on the one hand and CNA International, Inc. d/b/a MC Appliance Corporation on the other, of even date herewith. Such agreements, construed together and with all their attendant exhibits, set forth the entire agreement and understanding between the parties as to the subject matter hereof and merge all prior discussions and negotiations between them. No modification or amendment of this Agreement shall be valid or binding unless made in writing and signed on behalf of the parties by their duly authorized officers or representatives.

11.7 **Execution.** This Agreement may be executed simultaneously with any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this Agreement to be duly executed on their behalf in the manner legally binding upon them.

<p><b>WHIRLPOOL CORPORATION</b></p> <p><b>LICENSEE</b></p> <p>Signature: </p> <p>By: <i>William Pringle</i></p> <p>Title: <i>Vice President</i></p>	<p><b>MAYTAG CORPORATION</b></p> <p><b>LICENSEE</b></p> <p>Signature: </p> <p>By: <i>William Pringle</i></p> <p>Title: <i>Vice President</i></p>
<p><b>CNA INTERNATIONAL</b></p> <p><b>LICENSOR</b></p> <p>Signature: </p> <p>By: <i>Steve CPO</i></p> <p>Title: <i>SR DIRECTOR</i></p>	

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EXHIBIT A

MARKS

As used in this Agreement, the term "Marks" shall mean:

1. All versions of the MAGIC CHEF trademark in the Territory including, but not limited to, the versions shown below.

MAGIC CHEF (block letters)

Magic Chef Design with the words "Magic Chef" As Shown Below



Magic Chef Design (standing alone) As Shown Below



2. All versions of the mark "SO RIGHT AT HOME".



EXHIBIT B

EXCLUSIVE LICENSED GOODS

- Refrigerators that are larger than 15 cubic feet (including combination refrigerator/freezers)
- Freezers that are larger than 15 cubic feet
- Ranges that are larger than 4 cubic feet
- Cooktops that are 30 inches or larger
- Washers that are larger than 3 cubic feet
- Dryers that are larger than 6.5 cubic feet
- Dishwashers other than countertop dishwashers
- Services related to the above products
- Replacement parts and accessories for the above goods