

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		GRANT OF A SECURITY INTEREST - TRADEMARKS	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norcold, Inc.		07/12/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CorePointe Capital Finance LLC, as collateral agent		
Street Address:	780 Third Avenue		
Internal Address:	34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1457331	NORCOLD	
Registration Number:	3549569	ULTRALINE	
Registration Number:	3586925	POLARMAXRF	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	015061-0010		
NAME OF SUBMITTER:	Scott Kareff (015061-0010)		

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 REEL: 004582 FRAME: 0764

Signature:	/kc for sk/
Date:	07/13/2011
Total Attachments: 4 source=Trademark Grant of Security Interest for Norcold, Inc#page1.tif source=Trademark Grant of Security Interest for Norcold, Inc#page2.tif source=Trademark Grant of Security Interest for Norcold, Inc#page3.tif source=Trademark Grant of Security Interest for Norcold, Inc#page4.tif	

GRANT OF A SECURITY INTEREST - TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of July, 2011, by Norcold, Inc. ("Grantor"), in favor of CorePointe Capital Finance LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 12, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

NORCOLD, INC.

By: 
Name: Michael J. Harris
Title: President

STATE OF New York ss.:
COUNTY OF New York

On this 7th day of July, 2010, before me personally came Michael J. Harris, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of Norcold, Inc., a Delaware Corporation and that s/he executed the foregoing instrument in the firm name of Norcold, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]

DAWN E. ROBERTS
Notary Public, State of New York
No. 01RO5046850
Qualified in New York County
Commission Expires July 17, 2011

SCHEDULE A



Tuesday, July 05, 2011

Trademark List (by Client)

Norcold, Inc.

HDP Ref. No.	Client Ref. No.	Country	Class(es)	Case Staff	Case Type	Application No.	Filing Date	Publication No.	Publication Date	Registration No.	Registration Date	Status	Next Renewal
4623N-200009JUS		United States of America	11 Int.	STO	Ordinary Trademark Filing	73/646803	27-Feb-1987	23-Jun-1987	23-Jun-1987	1457331	15-Sep-1987	Registered	15-Sep-2017
		Client: Norcold, Inc.											
		Owner: Norcold, Inc.											
		Mark: NORCOLD											
		Goods: 11 Int.: Refrigerators											
4623N-200014JUS/01		United States of America	11 Int.	STO	Priority Trademark Filing	77/459170	28-Apr-2008	07-Oct-2008	07-Oct-2008	3549569	23-Dec-2008	Registered	23-Dec-2018
		Client: Norcold, Inc.											
		Owner: Norcold, Inc.											
		Mark: ULTRALINE											
		Goods: 11 Int.: Refrigerators											
4623N-200030JUS		United States of America	11 Int.	STO/ISS	Priority Trademark Filing	77/540125	06-Aug-2008	23-Dec-2008	23-Dec-2008	3586925	10-Mar-2009	Registered	10-Mar-2019
		Client: Norcold, Inc.											
		Owner: Norcold, Inc.											
		Mark: POLARMAXRF											
		Goods: 11 Int.: Refrigerators											