

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hussmann Corporation		09/30/2011	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, Administrative Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	514992	HUSSMANN	
Registration Number:	647473	HUSSMANN	
Registration Number:	851921	HUSSMANN	
Registration Number:	1961129	IMPACT	
Registration Number:	880877	KRACK	
Registration Number:	1958400	PROTOCOL	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		

CH \$165.00 514992

ATTORNEY DOCKET NUMBER:	039112-0056
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	10/13/2011
Total Attachments: 5 source=Hussmann TSA#page1.tif source=Hussmann TSA#page2.tif source=Hussmann TSA#page3.tif source=Hussmann TSA#page4.tif source=Hussmann TSA#page5.tif	

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 30, 2011, (this "Agreement"), by Hussmann Corporation (the "Grantor"), in favor of General Electric Capital Corporation, as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of September 30, 2011 (together with all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Hussmann Acquisition Inc. (the "Borrower"), Hussmann Midco Inc., the Lenders and other financial institutions party thereto, the Issuers party thereto and the Administrative Agent, as administrative agent for the Lenders and the Issuers, the Lenders and Issuers have severally agreed to make Loans and other extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a Pledge and Security Agreement dated as of September 30, 2011 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Notice and Confirmation of Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby confirms the grant to the Administrative Agent for the benefit of the Secured Parties, of a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, but not limited to, those set forth on *Schedule I* hereto;

(b) all rights to sue at law or in equity for any past, present and/or future infringement, dilution or impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom; and

(c) all Proceeds with respect to any of the foregoing, including claims, license fees, royalties and any other fees or payments.

Section 3. Security Agreement

This Agreement confirms the security interest granted to the Administrative Agent pursuant to the Security Agreement, and has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Section 5. Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the United States, in respect of trademark issues and, in all other respects, including as to validity, interpretation and effect, by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.


[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

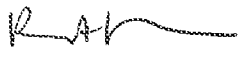
Grantor

HUSSMANN CORPORATION

By:  _____
Name: Eileen Petito
Title: Assistant Secretary

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Kimberly Massa
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN
TRADEMARKS]

TRADEMARK
REEL: 004641 FRAME: 0156

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

A. U.S. REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date
HUSSMANN	514992	September 13, 1949
HUSSMANN	647473	June 25, 1957
HUSSMANN	851921	July 2, 1968
IMPACT	1961129	March 5, 1996
KRACK	880877	November 18, 1969
PROTOCOL	1958400	February 27, 1996

B. U.S. TRADEMARK APPLICATIONS

None.