

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silver King Refrigeration, Inc.		06/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Prince Castle, Inc.
Street Address:	355 East Kehoe Boulevard
City:	Carol Stream
State/Country:	ILLINOIS
Postal Code:	60188
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2566178	
Registration Number:	2334432	SILVER KING
Registration Number:	2104252	MILK KRATE
Registration Number:	1413245	SILVER KING
Registration Number:	1089592	SILVER KING
Registration Number:	1043985	KUTLETT
Registration Number:	1033672	SILVER KING KUTLETT
Registration Number:	0633169	NORRIS

CORRESPONDENCE DATA

Fax Number: (312)236-7516
 Phone: 312-368-4000
 Email: ch.tm@dlapiper.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Nicole Chaudhari

900205510

**TRADEMARK
 REEL: 004648 FRAME: 0206**

CH \$215.00 2566178

Address Line 1: P. O. Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	251444-002001
NAME OF SUBMITTER:	Nicole Chaudhari
Signature:	/Nicole Chaudhari/
Date:	10/25/2011

Total Attachments: 4
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into between Silver King Refrigeration, Inc. ("Seller"), a Delaware corporation, and Prince Castle, Inc. ("Buyer"), a Delaware corporation, as of June 30, 2009.

Recitals

The parties hereby wish to ratify and confirm the sale by Seller to Buyer of all of the assets of Seller, effective as of the closing of business on June 30, 2009.

Agreement

Seller and Buyer hereby agree as follows:

1. Purchase and Sale. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of Seller's right, title and interest, as of close of business on June 30, 2009 ("Closing Date"), in and to the following assets of Seller:
 - (a) all vehicles, machinery, equipment, tools, supplies, office equipment, computer hardware and software and peripheral equipment, furniture, fixtures and furnishings, leasehold improvements and other tangible personal property, and all leasehold interests in personal property;
 - (b) all inventory of raw materials, work in process and finished goods (including goods in transit and goods held on consignment by others);
 - (c) all cash, cash equivalents and marketable securities;
 - (d) all accounts receivable, notes receivable, prepayments and deposits;
 - (e) all contracts entered into and orders received by Seller;
 - (f) all patents, trademarks, trade names, service marks, copyrights, logos, know-how, trade secrets and other intellectual property, including all registrations and applications for registration relating thereto and all goodwill associated therewith;
 - (g) all books of account, records, studies, plans, files, invoices, customer lists and information, supplier lists and information, catalogs, pricing sheets, advertising and display materials and brochures and other similar documents; and
 - (h) all actions and causes of actions against third parties,

(all of which are hereinafter referred to as the "Assets").

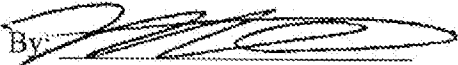
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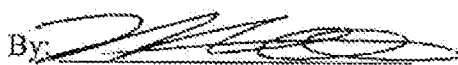
REDACTED

15. Section Headings. The section headings contained herein are not part of this Agreement and are included solely for the convenience of the parties.

PRINCE CASTLE, INC.
"Buyer"

By: 

SILVER KING REFRIGERATION, INC.
"Seller"

By: 

7500-SilverKing