

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
Traex Company		04/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Vollrath Company, L.L.C.
Street Address:	1236 North 18th Street
City:	Sheboygan
State/Country:	WISCONSIN
Postal Code:	53082
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1657443	BATTER BOSS
Registration Number:	0373123	DRIPCUT
Registration Number:	2286711	CHOICE CUT
Registration Number:	2785074	CLEAN CUT
Registration Number:	1673006	KONDI-KEEPER
Registration Number:	2007086	PLATE CRATE
Registration Number:	2664502	RACK MAX
Registration Number:	1605589	RACK-MASTER
Registration Number:	1642449	SAUCE BOSS
Registration Number:	1651525	STRAW BOSS
Registration Number:	1700599	TRAEX
Registration Number:	1706831	TUFFEX
Registration Number:	3050710	CUPPRO
Registration Number:	3613840	TWISTER

OP \$440.00 1657443

Registration Number:	3341094	SAFETY MATE ICE PORTER
Registration Number:	3172410	SAFETY MATE
Registration Number:	3710112	INSTA CHILL

CORRESPONDENCE DATA

Fax Number: (414)297-4900
Phone: (414) 271-2400
Email: ptomailmilwaukee@foley.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Mark J. Diliberti
Address Line 1: Foley & Lardner LLP
Address Line 2: 777 E. Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202-5306

ATTORNEY DOCKET NUMBER:	062103-0109
NAME OF SUBMITTER:	Jill M. Schenk
Signature:	/Jill M. Schenk/
Date:	01/20/2012

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "**Assignment Agreement**"), dated as of April 28, 2011 ("**Effective Date**"), is made by and between TRAEX COMPANY, a Delaware corporation ("**Assignor**") and THE VOLLRATH COMPANY, L.L.C., a Wisconsin limited liability company ("**Assignee**"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below). Assignor and Assignee are each individually referred to herein as a "**Party**" and collectively, as the "**Parties.**"

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of April 28, 2011 (the "**Purchase Agreement**") pursuant to which Assignee is acquiring substantially all of the assets of Assignor and is assuming all right, title, and interest of Assignor to certain trademarks currently owned by Assignor.

B. Assignor is the owner of all right, title, and interest in and to the trademarks listed in Exhibit A attached hereto (the "**Marks**"); and

C. Assignor wishes to sell and assign to Assignee and Assignee wishes to purchase and assume from Assignor all right, title and interest of Assignor to the Marks.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

1. Assignor does hereby sell and assign unto Assignee, and Assignee does hereby accept, all right, title, and interest in and to 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, now or hereafter in effect, together with the good will of the Business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to enforce and recover for damages and profits for past infringements thereof.

2. Assignor agrees to execute and deliver, at the reasonable request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may reasonably require in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee, to the extent that such evidence is in the possession or control of Assignor.

3. This Assignment Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

4. This Assignment Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin, without regard to the choice or conflicts of law principles of such state.

5. This Assignment Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6. None of the provisions of this Assignment Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by all Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective.

7. If any term or provision of this Assignment Agreement is invalid, illegal or incapable of being enforced by Law or public policy, all other terms and provisions of this Assignment Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment Agreement so as to effect the original intent of the Assignor and Assignee as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

8. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms of the Purchase Agreement shall govern, supersede and prevail.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be duly executed as of the day and year first above written.

TRAEX COMPANY

By: _____

Susan Allene Kovach

Name: Susan Allene Kovach

Title: Vice-President, General Counsel & Secretary

THE VOLLRATH COMPANY, L.L.C.

By: _____

Name: Steve Heun

Title: Chief Financial Officer

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

**TRADEMARK
REEL: 004701 FRAME: 0563**

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be duly executed as of the day and year first above written.

TRAEX COMPANY

By: _____

Name: Susan Allene Kovach

Title: Vice-President, General Counsel & Secretary

THE VOLLRATH COMPANY, L.L.C.

By: Steve Heun _____

Name: Steve Heun

Title: Chief Financial Officer

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 004701 FRAME: 0564

EXHIBIT A

Marks

U.S. Trademarks:

<u>DocketNumber</u>	<u>Reg. #</u>	<u>Trademark</u>	<u>Type</u>	<u>Status</u>	<u>ExpDate</u>
TMT01	1,657,443	BATTER BOSS	TM	REGISTERED	09/17/11
TMT03	0373123	DRIPCUT	TM	REGISTERED	11/28/19
TMT04	2,286,711	CHOICE CUT	TM	REGISTERED	10/12/19
TMT05	2,785,074	CLEAN CUT	TM	REGISTERED	11/18/13
TMT06	1,673,006	KONDI-KEEPER	TM	REGISTERED	01/21/12
TMT09	2,007,086	PLATE CRATE	TM	REGISTERED	10/08/16
TMT11	2,664,502	RACK MAX	TM	REGISTERED	12/17/12
TMT12	1,605,589	RACK-MASTER	TM	REGISTERED	07/10/20
TMT14	1,642,449	SAUCE BOSS	TM	REGISTERED	04/23/11
TMT16	1,651,525	STRAW BOSS	TM	REGISTERED	07/23/11
TMT17	1,700,599	TRAEX	TM	REGISTERED	07/14/12
TMT18	1,706,831	TUFFEX	TM	REGISTERED	08/11/12
TMT19	3,050,710	CUPPRO	TM	REGISTERED	01/24/12
TMT20	3,613,840	TWISTER	TM	REGISTERED	04/28/15
TMT21	3,341,094	SAFETY MATE ICE PORTER	TM	REGISTERED	11/20/17
TMT22	3,172,410	SAFETY MATE	TM	REGISTERED	11/14/16
TMT25	3710112	INSTA CHILL	TM	REGISTERED	11/10/19

Foreign Trademarks:

<u>DocketNumber</u>	<u>Country</u>	<u>Subject</u>	<u>SerialNum</u>	<u>Status</u>	<u>ExpDate</u>
TMT03CAND	CAND	DRIPCUT	UCA12026	REGISTERED	02/13/14