

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PW Acquisition, L.L.C.		05/17/2012	LIMITED LIABILITY COMPANY: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	1525 West W.T. Harris Blvd
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	85476814	POLAR WARE SINCE 1907
Serial Number:	85389162	EDGEPRO
Registration Number:	0324540	
Registration Number:	2358317	POLAR WARE
Registration Number:	3676944	THE EDGE
Registration Number:	3676945	ONE PAN YOU CAN HANDLE
Registration Number:	3676949	THE EDGE
Registration Number:	3680233	GRIP-N-LIFT
Registration Number:	3715591	ADVANTEDGE

**CORRESPONDENCE DATA**

Fax Number: 4149788675  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 414 277 5675

CH \$240.00 85476814

Email: marta.levine@quarles.com  
Correspondent Name: Marta S. Levine  
Address Line 1: Quarles & Brady LLP  
Address Line 2: 411 East Wisconsin Avenue  
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	943000.00809
NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	05/23/2012

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of May 21, 2012 by and between PW Acquisition, L.L.C., a Wisconsin limited liability company (the "Grantor"), having its chief executive office at 1236 North 18<sup>th</sup> Street, Sheboygan, Wisconsin 53082, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of May 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor and The Vollrath Company, L.L.C., a Wisconsin limited liability company, as the borrowers, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of May 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties (including, without limitation, the Grantor) in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under Applicable Law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

Provided, however, that the security interests granted herein shall not extend to any Trademark License or any rights thereunder where Grantor is a licensee to the extent that the granting of a security interest therein would, under the express terms of such license, be prohibited or

restricted or result in a breach of the terms of, constitute a default under, or result in a termination of any such license or any related agreement.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

PW ACQUISITION, L.L.C., as Grantor

By: *Steve R. Heun*  
Name: Steve Heun  
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF Sheboygan

I, Kathleen A. Anderson, a Notary Public for said County and State, do hereby certify that Steve Heun personally appeared before me this day and stated that he is the Chief Financial Officer of PW Acquisition, L.L.C. and acknowledged, on behalf of PW Acquisition, L.L.C. the due execution of the foregoing instrument.

Witness my hand and official seal, this 17th day of May, 2012.

*Kathleen A. Anderson*

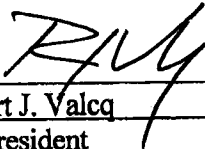
Notary Public

My commission expires:

April 6, 2014

Agreed and Accepted as of the 21st day of  
May, 2012.

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Robert J. Valcq  
Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Applicant</u>	<u>Filing Date</u>	<u>Date of First Use</u>

**ADDITIONAL INFORMATION EFFECTIVE UPON CONSUMMATION OF THE ACQUISITION:**

**PW ACQUISITION, L.L.C. (AS SUCCESSOR-IN-INTEREST TO POLAR WARE COMPANY)**

**Patents**

1. Steam-Table Pan – U.S. Patent No. 7,866,503
2. Serving Utensil – Canada Design Patent No. 137922
3. Handle for a Serving Utensil – U.S. Patent No. D655,979 & Mexico Patent No. 34027
4. Serving Utensil Having Pan Lifting Element – Canada Patent App. 2744441, Mexico Patent App. MX/A/2011/006817 & U.S. Patent App. 12/821,795
5. Food Pan – U.S. Patent No. D656778, U.S. Patent Application No. 13/437,258
6. Disher – U.S. Patent Application to be filed in the near term.

**Trademarks**

**1. Trademark Registrations**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Affidavit/ Renewal Due</b>	<b>Affidavit/ Renewal Filed</b>
POLAR WARE & Design	Canada	TMA632186	6/27/2000	2/07/2005	2/07/2020	No
YUKON	Canada	TMA564360	7/24/2000	7/05/2002	2/07/2017	No
POLAR	Mexico	93978	7/21/1958	07/21/2003	07/21/2013	Yes
ADVANTED GE	United States of America	3715591	9/14/2007	11/24/2009	11/24/2015	No
GRIP-N-LIFT	United States of America	3680233	4/4/2007	9/08/2009	9/08/2015	No
ONE PAN YOU CAN HANDLE	United States of America	3676945	4/5/2007	9/01/2009	9/01/2015	No
POLAR BREW MASTER & Design	United States of America	0324540	12/24/1934	5/21/1955	N/A*	N/A



POLAR WARE & Design	United States of America	2358317	3/30/1998	6/13/2000	6/13/2020	No
THE EDGE	United States of America	3676944	4/4/2007	9/01/2009	9/01/2015	No
THE EDGE	United States of America	3676949	4/10/2007	9/01/2009	9/01/2015	No

## 2. Trademark Applications

Trademark	Country	Application Number	Owner	Filing Date
EDGEPRO & Design	Canada	1563290	Polar Ware Company	2/01/2012
EDGEPRO & Design	Mexico	1247009	Polar Ware Company	2/07/2012
EDGEPRO & Design	United States of America	85/389,162	Polar Ware Company	8/04/2011
POLAR WARE SINCE 1907 & Design	United States of America	85/476,814	Polar Ware**	11/18/2011

\*USPTO records are incomplete – may be expired/canceled

\*\*applicant name in USPTO is Polar Ware

### Domain Names

1. polarware.com
2. artisanmetalworks.biz

**PROPERTY OF STOELTING, LLC, WHICH BECOMES COLLATERAL WHEN STOELTING, LLC IS MERGED WITH PW ACQUISITION, L.L.C.:**

### Patents


1. Sanitary Wear Button – U.S. Patent No. 5,630,361
2. Method & Apparatus for Cheese Block Forming with Vacuum Separated Tower Sections – U.S. Patent No. 6,180,153BI
3. Food Product Portioning – U.S. Patent No. 6,797,296
4. Ice Cream Machine Having an Auxiliary Evaporation Tank – U.S. Patent No. 5,755,106

5. Ice Cream Machine Having an Evaporator Tank Which Evenly Freezes Ice Cream – U.S. Patent No. 6,101,834
6. Ice Cream Machine Optimized to Efficiently and Evenly Freeze Ice Cream – U.S. Patent No. 6,119,472
7. Bath Process & Apparatus Optimized to Efficiently & Evenly Freeze Ice Cream – U.S. Patent No. 6,370,892
8. Ice Cream Machine Including a Controlled Input to the Freezing Chamber – U.S. Patent No. 6,651,448
9. Ice Cream Machine Including a Secondary Cooling Loop – U.S. Patent No. 6,662,592
10. Method of Using an Ice Cream Machine – U.S. Patent No. 6,935,123
11. Ice Cream Machine Including a Controlled Input to the Freezing Chamber – U.S. Patent No. 6,988,372
12. Dispensing System for Ice Cream Machine – U.S. Patent No. 7,017,784
13. Ice Cream Machine with Specialized Motor – U.S. Patent No. 7,047,758
14. Ice Cream Machine Including a Controlled Input to the Freezing Chamber – U.S. Patent No. 7,266,952
15. Token/Coupon Activated Automatic Soft Serve/Yogurt Machine - U.S. Application to be filed in the near term.

**Trademarks**

**1. Trademark Registrations**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Affidavit/ Renewal Due</b>	<b>Affidavit/ Renewal Filed</b>
STOELTING	Canada	TMA372924	12/22/1987	9/07/1990	9/07/2020	No
AQUAFORCE	United States of America	2078031	10/16/1995	7/08/1997	7/08/2017	No
HORIZON	United States of America	2441290	4/9/1998	4/03/2001	4/03/2021	No
LIQUID LOCK	United States of America	3830497	7/9/2009	8/10/2010	8/10/2016	No

OMNIJET	United States of America	1730643	2/8/1991	11/10/1992	11/10/2012	No
STOELTING	United States of America	1456170	2/17/1987	9/08/1987	9/08/2017	No
STOELTING	United States of America	0823348	1/25/1965	1/31/1967	1/31/2017	No
Design (Swirl) 	United States of America	1209616	9/23/1981	9/21/1982	9/21/2012	No
VERSAFORCE	United States of America	2464365	3/15/1999	6/26/2001	6/26/2021	No

## 2. Trademark Applications

Trademark	Country	Application Number	Filing Date
NEARFIELD	United States of America	85/573,226	3/19/2012

### Copyrights

1. Ross Frozen Custard Workshop – U.S. Registration No. TX 5-928-266
2. Smooth Talk – U.S. Registration No. TX 4-938-048

### Domain Names

1. stoelting.com
2. trekindustries.com
3. rossmanufacturing.com
4. frozencustard.com
5. stoeltingfoodservice.com
6. stoeltingcleaning.com
7. stoeltingprocess.com
8. frozendessertinstitute.com

9. lewissonics.com

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None