

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
Refrigerator Manufacturers, LLC		11/16/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Refrigerator Manufacturers, Inc.		
Street Address:	1000 Winter Street, Suite 4300		
Internal Address:	c/o J.W. Childs Equity Parties III, L.P.		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3383708	CLARK DOOR	
Registration Number:	2575604	ECON/O/COLD	
Registration Number:	2550128	ECON/O/GLIDE	
Registration Number:	2676871	RMI	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-372-2000		
Email:	kwalsh@mwe.com, jbisbikis@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	046068-0033		

CH \$115.00 3383708

NAME OF SUBMITTER:	John G. Bisbikis
Signature:	/John G. Bisbikis/
Date:	11/29/2012
Total Attachments: 4 source=refrigerator trademark security agreement#page1.tif source=refrigerator trademark security agreement#page2.tif source=refrigerator trademark security agreement#page3.tif source=refrigerator trademark security agreement#page4.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

November 16, 2012

WHEREAS, REFRIGERATOR MANUFACTURERS, LLC, a California limited liability company (the "Debtor"), having its chief executive office at ARJ Industries, Inc., 1304 E. Valencia Drive, Fullerton CA 92831, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Refrigerator Manufacturing, Inc., c/o J.W. Childs Equity Parties III, L.P., 1000 Winter Street, Suite 4300, Waltham, MA 02451 ("Secured Party"), desires to acquire a security interest in the Debtor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Debtor is willing to grant to Secured Party a security interest in and lien upon the Debtor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of the date hereof, by and among the Debtor and Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Debtor hereby grants Secured Party a continuing security interest in all of the Debtor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license

referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS GRANT OF SECURITY INTEREST (this "Agreement") is made to secure the performance and payment of all Obligations (as defined in the Security Agreement). Upon request of the Debtor when all Obligations have been finally paid in full and all commitments of Secured Party and the Lenders have been terminated, Secured Party shall execute, acknowledge and deliver to the Debtor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Secured Party to any such obligation is or must be rescinded or returned by Secured Party for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Debtor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Secured Party, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Secured Party had not been made and such release had not been executed.

This Agreement has been delivered in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[remainder of page intentionally left blank; signature page follows]

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

REFRIGERATOR MANUFACTURERS, LLC

By: [Signature]
Name: L. Todd Beal
Title: President

REFRIGERATOR MANUFACTURERS, INC.

By: [Signature]
Name: Doug Gibbs
Title: President

Signature Page to Notice of Security Interest in Trademark

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TRADEMARK
REEL: 004909 FRAME: 0345

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Trademark Number</u>	<u>Issue Date</u>	<u>Application Date</u>
CLARK DOOR	3383708	02/19/2008	07/21/2006
ECON/O/COLD	2575604	06/04/2002	11/06/2000
ECON/O/GLIDE	2550128	03/19/2002	08/23/2001
RMI	2676871	01/21/2003	08/23/2001

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