

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
Jackson MSC LLC		01/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Jackson MSC, Inc.
Street Address:	PO Box 1060
City:	Barbourville
State/Country:	KENTUCKY
Postal Code:	40906
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77131802	AVENGER
Serial Number:	85030486	CLEAN THE FIRST TIME
Serial Number:	77556032	CLEANWARE
Serial Number:	77131807	CONSERVER
Serial Number:	85175534	CONSERVER EXTREME
Serial Number:	77880536	CREW
Serial Number:	77658365	DELTA
Serial Number:	73068386	JACKSON
Serial Number:	85632135	LOH2O
Serial Number:	77131805	TEMPSTAR
Serial Number:	77556013	WAREFORCE
Serial Number:	77949724	WISR

CORRESPONDENCE DATA

Fax Number: 8032559831

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

Phone: 803-799-2000

Email: ip@nelsonmullins.com

Correspondent Name: Nelson Mullins Riley & Scarborough LLP

Address Line 1: 100 North Tryon Street

Address Line 2: 42nd Floor, IP Department

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	40707/09001
NAME OF SUBMITTER:	Charles G. Zug
Signature:	/Charles G. Zug/
Date:	03/04/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "IP Assignment"), dated as of January 28, 2013, is made by Jackson MSC LLC, a Delaware limited liability company (the "Company"), in favor of Jackson MSC, Inc., a Georgia corporation ("Buyer"), pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated even herewith (as amended from time to time, the "Purchase Agreement"), among The Manitowoc Company, Inc., a Wisconsin corporation and ultimate parent company of the Company ("Parent"), Buyer and Hoshizaki USA Holdings, Inc., a Georgia corporation and parent company of Buyer.

Under the terms of the Purchase Agreement, Parent has agreed to cause the Company to sell, convey, assign, transfer and deliver to Buyer, among other assets, certain intellectual property of the Company, and has agreed to cause the Company to execute and deliver this IP Assignment, for recording with national, federal and state government authorities including, but not limited to, with respect to individual patents, registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby sells, conveys, assigns and transfers to Buyer all of the Company's right, title and interest throughout the world in and to the following (collectively, the "IP Assets"):

- (a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
- (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");
- (c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");
- (d) the domain name *www.jacksonmsc.com*,
- (e) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- (g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

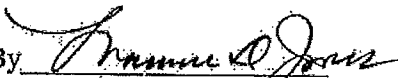
The Company authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state government officials to record and register this IP Assignment upon request by Buyer.

The provisions of this IP Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

THE COMPANY:

JACKSON MSC LLC, a Delaware limited liability company

By 

Name: Maurice D. Jones

Title: Vice President and Secretary

Address for Notices:

c/o The Manitowoc Company, Inc.

2400 South 44th Street

Manitowoc, Wisconsin 54220

AGREED TO AND ACCEPTED:

BUYER:

JACKSON MSC, INC., a Georgia corporation

By _____

Name:

Title:

Address for Notices:

c/o Hoshizaki USA Holdings, Inc.

818 Highway 74 South

Peachtree City, Georgia 30269

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 004974 FRAME: 0201

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

THE COMPANY:

JACKSON MSC LLC, a Delaware limited liability company

By _____
Name: Maurice D. Jones
Title: Vice President and Secretary
Address for Notices:
c/o The Manitowoc Company, Inc.
2400 South 44th Street
Manitowoc, Wisconsin 54220

AGREED TO AND ACCEPTED:

BUYER:

JACKSON MSC, INC., a Georgia corporation

By: 恒松 孝一
Name: Keichi TSUNEMATSU
Title: President and Treasurer
Address for Notices:
c/o Hoshizaki USA Holdings, Inc.
818 Highway 74 South
Peachtree City, Georgia 30269

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 004974 FRAME: 0202

SCHEDULE 1

Patents

REDACTED

SCHEDULE 2

Trademarks

Jackson MSC LLC
 Trademark Chart: Sorted by Owner, Mark and Country

Mark	Country	Owner	Status	Classes	Goods/Services	App. No.	Reg. No.	Reg. Date	Renewal Deadline
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AVENGER	United States	Jackson MSC LLC	Registered	7	dishwashers	77131802	3392650	3/4/2008	3/4/2018
CLEAN THE FIRST TIME	United States	Jackson MSC LLC	Registered	7	commercial dishwashers	85/030,486	3,959,648	5/10/2011	5/10/2021
CLEANWARE	United States	Jackson MSC LLC	Registered	7	commercial dishwashers	77/556,032	3,598,359	3/31/2009	3/31/2019
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CONSERVER	United States	Jackson MSC LLC	Registered	7	dishwashers	77/131,807	3,347,420	12/4/2007	12/4/2017
CONSERVER EXTREME	United States	Jackson MSC LLC	Registered	7	dishwashers	85/175,534	4,050,661	11/1/2011	11/1/2017
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CREW	United States	Jackson MSC LLC	Registered	7	commercial dishwashers	77/880,536	3,909,127	1/18/2011	1/18/2021
DELTA	United States	Jackson MSC LLC	Registered	7	commercial dishwashers	77/658,365	3,759,991	3/16/2010	3/16/2020
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Mark	Country	Owner	Status	Classes	Goods/Services	App. No.	Reg. No.	Reg. Date	Renewal Deadline
JACKSON	United States	Jackson MSC LLC	Registered	7	commercial dishwashers; combination commercial dishwashers and dish tables; and conveyors for use in food service establishments	73/068,386	1,051,714	11/2/1976	11/2/2016
LOH20	United States	Jackson MSC LLC	Pending	7	dishwashers	85/632,135			
[REDACTED]									
TEMPSTAR	United States	Jackson MSC LLC	Registered	7	commercial dishwashers for use in food service establishments	77/13,1805	3,555,852	1/6/2009	1/6/2019
WAREFORCE	United States	Jackson MSC LLC	Registered	7	commercial dishwashers	77/556,013	3,700,094	10/20/2009	10/20/2019
WISR	United States	Jackson MSC LLC	Registered	7	dishwasher feature sold as a functioning component of the machines	77/949,724	4,067,941	12/6/2011	12/6/2017