

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Release of Security Interest														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Cerberus Business Finance, LLC as a successor to Core Pointe Capital Finance LLC, as Collateral Agent</td> <td></td> <td>10/25/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Cerberus Business Finance, LLC as a successor to Core Pointe Capital Finance LLC, as Collateral Agent		10/25/2013	LIMITED LIABILITY COMPANY: DELAWARE				
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Cerberus Business Finance, LLC as a successor to Core Pointe Capital Finance LLC, as Collateral Agent		10/25/2013	LIMITED LIABILITY COMPANY: DELAWARE												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Norcold, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>600 South Kuther Road</td> </tr> <tr> <td>City:</td> <td>Sidney</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>45365</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>				Name:	Norcold, Inc.	Street Address:	600 South Kuther Road	City:	Sidney	State/Country:	OHIO	Postal Code:	45365	Entity Type:	CORPORATION: DELAWARE
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PROPERTY NUMBERS Total: 3															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>1457331</td> <td>NORCOLD</td> </tr> <tr> <td>Registration Number:</td> <td>3549569</td> <td>ULTRALINE</td> </tr> <tr> <td>Registration Number:</td> <td>3586925</td> <td>POLARMAXRF</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	1457331	NORCOLD	Registration Number:	3549569	ULTRALINE	Registration Number:	3586925	POLARMAXRF
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CORRESPONDENCE DATA															
<p>Fax Number:</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Email: michael.barys@thomsonreuters.com</p> <p>Correspondent Name: Michael Violet</p> <p>Address Line 1: CT Lien Solutions</p> <p>Address Line 2: 4400 Easton Commons Way Suite 125</p> <p>Address Line 4: Columbus, OHIO 43219</p>															
NAME OF SUBMITTER:	Michael Violet														
Signature:	/Michael Barys TR/														

OP \$90.00 1457331

Date:

10/30/2013

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Cerberus Business Finance, LLC as successor to CorePointe Capital Finance LLC, as Collateral Agent

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) October 25, 2013

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Security Interest

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Norcold, Inc.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 600 South Kuther Road

City: Sidney

State: Ohio

Country: USA Zip: 45365

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See Schedule A attached

B. Trademark Registration No.(s)  
See Schedule A attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed


**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

October 29, 2013

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RELEASE OF A SECURITY INTEREST - TRADEMARKS**

This Release of Trademark Security Agreement (this "Release of Trademark Security Agreement") is made as of October 25, 2013, by Cerberus Business Finance, LLC as successor to CorePointe Capital Finance LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee"), in favor of Norcold, Inc. ("Grantor").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor had entered into a Pledge and Security Agreement, dated July 11, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor had granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Grantee, without any representation, warranty or recourse of any kind, hereby releases and discharges the security interest in and to the Trademarks granted to the Grantee and granted to the Grantee for the benefit of the Secured Parties.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantee does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral, more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, are hereby released.

This Release of Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

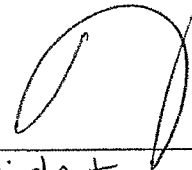
IN WITNESS WHEREOF, the Grantee has caused this Release of Trademark Security Agreement to be duly executed as of the 25th day of October, 2013.

CERBERUS BUSINESS FINANCE,  
LLC

By

Name \_\_\_\_\_

Title President



Accepted and agreed to as of the date and year last above written.

NORCOLD, INC.

By

Name \_\_\_\_\_

Title \_\_\_\_\_

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantee has caused this Release of Trademark Security Agreement to be duly executed as of the 25th day of October, 2013.

CERBERUS BUSINESS FINANCE,  
LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

NORCOLD, INC.



By \_\_\_\_\_  
Name Patrick Leikovich  
Title Vice President

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005142 FRAME: 0193

**SCHEDULE A**





Tuesday, July 05, 2011

Trademark List (by Client)

Norcold, Inc.

Page: 1 of 1

HO# Ref. No.	Client Ref. No.	Country	Class(es)	Case No.	Case Type	Application No.	Application Filing Date	Publication No.	Publication Date	Registration No.	Registration Date	Status	Next Renewal
4623N-200009	US	United States of America	11 Int.	STQ	Ordinary Trademark Filing	73646903	27-Feb-1997	335-Jun-1997	1467331	16-Sep-1997	Registered	10-Sep-2017	
4623N-200014	US/01	United States of America	11 Int.	STQ	Priority Trademark Filing	77459170	28-Apr-2008	07-Oct-2008	3549569	23-Dec-2008	Registered	23-Dec-2018	
4623N-200030	US	United States of America	11 Int.	STQ/US	Priority Trademark Filing	77540725	08-Aug-2008	23-Dec-2008	358825	10-Mar-2009	Registered	10-Mar-2019	
		Client: Norcold, Inc.											
		Owner: Norcold, Inc.											
		Mark: NORCOLD											
		Goods: 11 Int.: Refrigerators											
		Client: Norcold, Inc.											
		Owner: Norcold, Inc.											
		Mark: ULTRALINE											
		Goods: 11 Int.: Refrigerators											
		Client: Norcold, Inc.											
		Owner: Norcold, Inc.											
		Mark: POLARMAXRE											
		Goods: 11 Int.: Refrigerators											