

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299906

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Servicemarks and Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FEI Refrigerated Services, LLC		03/29/2013	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SCS LL, LLC		
<b>Street Address:</b>	21700 Barton Road		
<b>City:</b>	Colton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92324		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2136568	SCS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	053552-0000		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	04/01/2014		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (“Trademark Assignment”) is made effective as of March ~~20~~<sup>29</sup>, 2013 by and between **FEI Refrigerated Services, LLC** a Washington limited liability company (“Assignor”) and **SCS LL, LLC**, a Delaware limited liability company (“Assignee”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement (defined below).

### RECITALS

A. Assignee and certain Affiliates of Assignor, SCS, LLC and SCS Holdings, LLC (together, the “Sellers”), have entered into that certain Purchase Agreement dated March 13, 2013 (“Purchase Agreement”) pursuant to which Sellers have agreed to sell to Assignee, and Assignee has agreed to buy from Sellers, the Assets and Property, including without limitation the servicemarks, trademarks, and trade names owned by the Assignor and relating to the Business.

B. Pursuant to Section 6.17 the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assume or confirm to the Assignee and its successors and assigns, or aid and assist the collection of or reducing to possession by the Assignee of, all of such Assets.

C. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in and to the servicemarks, trademarks, trademark applications and trade names listed in Schedule A hereto and incorporated herein by reference (all of the foregoing being referred to herein as the “Marks”).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, and all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Trademark Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Trademark Assignment not been made.

2. Terms of the Purchase Agreement. 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 or constitute a waiver or release by any party of any rights, liabilities, duties or obligations granted to or imposed upon any of them by the terms of the Purchase

Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Further Actions. Each of the parties hereto covenants and agrees to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the transfers and assignments contemplated by this Trademark Assignment.

4. Successors in Interest. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, and any reference to a party shall also be a reference to the successors and permitted assigns thereof.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered herein, this Assignment shall be governed by and construed and enforced according to the laws of the State of Washington without reference to its choice of law rules.

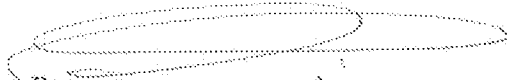
6. Miscellaneous. This Assignment (i) may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and (ii) may be modified or amended only by written agreement executed by each of the parties hereto.

*[signature pages follows]*

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute this Assignment on the date first written above.

ASSIGNOR:

**FEI Refrigerated Services, LLC**

By:   
Name: Adam Forste  
Its: Bay Grove Management Company, LLC

ASSIGNEE:

**SCS LL, LLC**

By: Bay Grove Management Company, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: Adam Forste  
Its: Manager

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute this Assignment on the date first written above.

ASSIGNOR:

**FEI Refrigerated Services, LLC**

By: \_\_\_\_\_

Name:

Its:

ASSIGNEE:

**SCS LL, LLC**

By: Bay Grove Management Company, LLC

Its: Manager

By:  \_\_\_\_\_

Name: Adam Forste

Its: Manager

**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Registered Owner</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Expiration</u></b>
SCS	FEI Refrigerated Services, LLC	75 / 045703	02/17/1998	2136568	09/22/2022 (USPTO)
SCS	FEI Refrigerated Services, LLC	n/a	unknown	24841	02/20/2018 (WA)

SCHEDULE A

RECORDED: 04/01/2014

**TRADEMARK**  
REEL: 005248 FRAME: 0817