

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHAMPION INDUSTRIES, INC.		07/31/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ALI GROUP NORTH AMERICA CORPORATION		
Street Address:	775 CORPORATE WOODS PARKWAY		
City:	VERNON HILLS		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86493674	DUALRINSE	
Registration Number:	3555553	DUALRINSE	
Registration Number:	4388847	STEMSURE	
Registration Number:	4388837	WASH REFRESH	
Registration Number:	3045879	FRIGINOX	
Registration Number:	3041429	LAINOX	
Registration Number:	2780644	VALU-CLEAN	
Registration Number:	2452933	MOYER DIEBEL	
Registration Number:	2020622	CHAMPION	
Registration Number:	1623515	LAINOX	
CORRESPONDENCE DATA			
Fax Number:	3365744519		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3367213730		
Email:	TMDocketing@wcsr.com		
Correspondent Name:	Jeffrey R. McFadden		
Address Line 1:	PO Box 7037		
Address Line 4:	Atlanta, GEORGIA 30357		

CH \$265.00 86493674

ATTORNEY DOCKET NUMBER:	62519.0001.7
NAME OF SUBMITTER:	Jeffrey R. McFadden
SIGNATURE:	/Jeffrey R. McFadden/
DATE SIGNED:	08/06/2015

Total Attachments: 7

source=TM_Assignment_Champion_AGNAC#page1.tif
source=TM_Assignment_Champion_AGNAC#page2.tif
source=TM_Assignment_Champion_AGNAC#page3.tif
source=TM_Assignment_Champion_AGNAC#page4.tif
source=TM_Assignment_Champion_AGNAC#page5.tif
source=TM_Assignment_Champion_AGNAC#page6.tif
source=TM_Assignment_Champion_AGNAC#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is dated as of July 31, 2015, and is made by Champion Industries, Inc., a North Carolina corporation ("Transferor"), in favor of Ali Group North America Corporation, a Delaware corporation ("Transferee"), the recipient of certain assets of Transferor pursuant to an Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement").

WHEREAS, under the terms of the Merger Agreement, Transferor has conveyed, transferred and assigned to Transferee, among other assets, all intellectual property of Transferor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and/or the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Transferee, and Transferee accepts, all of Transferor's right, title and interest in and to the following (the "Assigned IP"):

a. the patents and patent applications set forth on 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 on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Merger Agreement, the transfer of Transferor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

c. the copyright registrations and applications for registration and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

d. all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without limitation, all rights of priority;

e. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing; and

f. 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, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Acts. Transferor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Offices and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Transferee. Following the date hereof, Transferor shall take such steps and actions, and provide such cooperation and assistance to Transferee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect evidence or perfect the assignment of the Assigned IP to Transferee, or any assignee or successor thereto.

3. Terms of the Merger Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Merger Agreement to which reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Merger Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Merger Agreement and the terms hereof, the terms of the Merger Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

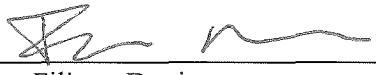
IN WITNESS WHEREOF, the Transferor has duly executed and delivered this IP Assignment as of the date first above written.

CHAMPION INDUSTRIES, INC.

By: _____
Name: Lin Sensenig
Title: President

Agreed to and Accepted:

ALI GROUP NORTH AMERICA CORPORATION

By:  _____
Name: Filippo Berti
Title: Chief Executive Officer/President

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

CHAMPION INDUSTRIES, INC.

By: 
Name: Lin Sensenig
Title: President

Agreed to and Accepted:

ALI GROUP NORTH AMERICA CORPORATION

By: _____
Name: Filippo Berti
Title: Chief Executive Officer/President

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

- A. U.S. Patent No. 8,623,150, entitled "Batch Dishware Washing Machine With Steam Venting," issued 7 January 2014.
- B. U.S. Patent No. 8,770,154, entitled "Heat Exchanger Water Heating System For Commercial Dishwasher," issued 8 July 2014.
- C. U.S. Patent Application No. 14/100,352, entitled "Batch Dishware Washing Machine With Steam Venting," and filed 9 December 2013.
- D. U.S. Patent Application No. 62/131,605, entitled "Food Service Waste Handling System," filed 11 March 2015.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Trademark/ Service Mark	Reg. No. / (App. No.)	Registration Date/ (Filing Date)	Goods/Services	Status/Notes
US	DUALRINSE	(86/493,674)	(12/31/2014)	Dish washing machines for industrial purposes (IC 7)	Pending
US	DUALRINSE	3555553	12/30/2008	Commercial dishwashing machines (IC 7)	Registered
US	STEMSURE	4388847	8/20/13	Dish washing machine feature in the nature of a rack that protects glasses and dishes from chipping and breaking sold as a component part of dish washing machines(IC 7)	Registered
US	WASH REFRESH	4388837	8/20/13	Dish washing machine feature in the nature of a drain that automatically drains soiled water to have clean fresh water for the next cycle sold as a component part of dish washing machines (IC 7)	Registered
US	FRIGINOX	3045879	1/17/2006	Commercial blast chillers and blast freezers (IC 11)	Registered
US	LAINOX	3041429	1/10/2006	Commercial combination oven/steamer cooking systems for commercial food preparation (IC 11)	Registered
US	VALU-CLEAN	2780644	11/4/2003	Dishwashing and glass washing machines and parts and components for dishwashing and glass washing machines (IC 7)	Registered
US	MOYER-DIEBEL	2452933	5/22/01	Dishwashing and glasswashing machines and structural parts therefor (IC 7)	Registered
US	CHAMPION	2020622	12/3/1996	Dish washing machines (IC 7)	Registered
US	LAINOX	1623515	11/20/1990	Combination steam/convection ovens for commercial food preparation (IC 11)	Cancelled

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Registration/Document No.	Date	Title	Notes
Txu001674656	8/5/2010	Warewash Sizing and Application Tool, Healthcare.	
TXu001674654	7/29/2010	Corporate Dining Disposables vs. Permanent Ware Analysis Tool.	