

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357311

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AFE Victory Inc.		08/31/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beverage-Air Corporation		
<b>Street Address:</b>	3779 Champion Blvd.		
<b>City:</b>	Winston-Salem		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27105		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4398818	VICTORY	
<b>Registration Number:</b>	4223329	ULTRASPEC	
<b>Serial Number:</b>	85774486	V-SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	336-721-3730		
<b>Email:</b>	TMDocketing@wcsr.com		
<b>Correspondent Name:</b>	Jeffrey R. McFadden		
<b>Address Line 1:</b>	PO Box 7037		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30357		
<b>ATTORNEY DOCKET NUMBER:</b>	60431.0002.3		
<b>NAME OF SUBMITTER:</b>	Jeffrey R. McFadden		
<b>SIGNATURE:</b>	/Jeffrey R. McFadden/		
<b>DATE SIGNED:</b>	10/02/2015		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is dated as of August 31, 2015, and is made by AFE Victory Inc., a Delaware corporation ("Transferor"), in favor of Beverage-Air 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;

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.

**AFE VICTORY INC.**

By:   
Name: Filippo Berti  
Title: President

Agreed to and Accepted:

**BEVERAGE-AIR CORPORATION**

By: \_\_\_\_\_  
Name: Robert August  
Title: President

[Signature Page to IP Assignment  
(AFE Victory Inc./Beverage-Air Corporation Merger)]

**TRADEMARK**  
**REEL: 005636 FRAME: 0982**

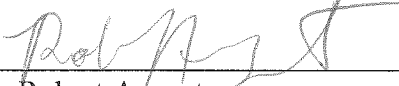
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**AFE VICTORY INC.**

By: \_\_\_\_\_  
Name: Filippo Berti  
Title: President

Agreed to and Accepted:

**BEVERAGE-AIR CORPORATION**

By:   
Name: Robert August  
Title: President

[Signature Page to IP Assignment  
(AFE Victory Inc./Beverage-Air Corporation Merger)]

**TRADEMARK**  
**REEL: 005636 FRAME: 0983**


**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**NONE.**

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

COUNTRY	MARK	REG. NO. / (APP. NO.)	REG. DATE / (FILING DATE)	GOODS/SERVICES	STATUS/NOTES
US		4398818	9/10/2013	BLAST CHILLERS FOR COMMERCIAL FOOD PREPARATION AND STORAGE; FREEZERS; REFRIGERATORS; WARMING CABINETS FOR FOOD (IC 11)	REGISTERED (SECURITY AGREEMENT RECORDED TO BA.)
US	ULTRASPEC	4223329	10/9/2012	FREEZERS; REFRIGERATORS; WARMING CABINETS FOR FOOD (IC 11)	REGISTERED (SECURITY AGREEMENT RECORDED TO BA.)
US	V-SERIES	(8577448 6)	(10/8/2012)	FREEZERS; REFRIGERATORS (IC 11)	ABANDONED

TRADEMARK



**SCHEDULE 3**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**NONE.**