

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388328

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|---|--|-------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Service Solutions Group, LLC | | 10/31/2015 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Commercial Foodservice Repair, Inc. | | |
| Doing Business As: | TECH-24 | | |
| Street Address: | 410 East Washington Street | | |
| City: | Greenville | | |
| State/Country: | SOUTH CAROLINA | | |
| Postal Code: | 29601 | | |
| Entity Type: | Corporation: SOUTH CAROLINA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3254956 | SERVICE SOLUTIONS GROUP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8642322925 | | |
| <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: | 919-329-3831 | | |
| Email: | nichole.hayden@nelsonmullins.com | | |
| Correspondent Name: | Nichole Hayden | | |
| Address Line 1: | 100 North Tryon Street, 42nd floor | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| NAME OF SUBMITTER: | Nichole Hayden | | |
| SIGNATURE: | /Nichole Hayden/ | | |
| DATE SIGNED: | 06/17/2016 | | |
| Total Attachments: 7 | | | |
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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Instrument") is made, executed and delivered as of October 31, 2015, by Service Solutions Group, LLC, a Delaware limited liability company ("Grantor") to Commercial Foodservice Repair, Inc., a South Carolina corporation ("Grantee"). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement (as defined below).

RECITALS

WHEREAS, Grantor and Grantee are parties to that certain Asset Purchase Agreement, dated as of September 8, 2015 (the "Agreement");

WHEREAS, the Agreement provides for, among other things, the transfer and sale to Grantee of the Purchased Assets and the assumption by Grantee of the Assumed Liabilities, all as more fully described in the Agreement, for consideration in the amount and on the terms and conditions provided in the Agreement; and

WHEREAS, this Instrument is the document whereby Grantor conveys to Grantee title to the Purchased Assets, and Grantor assigns to Grantee, and Grantee assumes, the Assumed Liabilities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Transfer of Purchased Assets. Grantor hereby sells, assigns, conveys, sets over, transfers and delivers to Grantee, to have and to hold, free and clear of all Encumbrances (other than Permitted Encumbrances), all of their respective right, title and interest in, to and under the Purchased Assets.

Section 2. Assumption of Assumed Liabilities. Grantor hereby assigns to Grantee, and Grantee hereby accepts, assumes and agrees to pay, all of the Assumed Liabilities.

Section 3. Further Assurances, Etc. Grantor hereby covenants that, from time to time after the delivery of this Instrument, at Grantee's request and without further consideration, Grantor will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required more effectively to convey, transfer to and vest in Grantee, and to put Grantee in possession of, any of the Purchased Assets. Grantee hereby covenants that, from time to time after the delivery of this Instrument, at Grantor's request and without further consideration, Grantee will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all

and every such further acceptances, assumptions and assurances as reasonably may be required more effectively to assume all of the Assumed Liabilities.

Section 4. Excluded Assets. Notwithstanding the foregoing, this Instrument shall not operate to sell, assign, convey, set over, transfer or deliver any of the Excluded Assets.

Section 5. Excluded Liabilities. Notwithstanding the foregoing, this Instrument shall not operate to assign to Grantee, and Grantee does not accept, assume or agree to pay any of the Excluded Liabilities.

Section 6. Successors and Assigns. This Instrument will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 7. No Third Party Beneficiaries. Nothing in this Instrument, express or implied, is intended or shall be construed to confer upon, or give to, any Person other than the parties and their respective successors and assigns, any remedy or claim under or by reason of this Instrument or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this Instrument shall be for the sole and exclusive benefit of the parties and their respective successors and assigns.

Section 8. Governing Law; Jurisdiction. THIS INSTRUMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

Section 9. Amendments. This Instrument may be changed, modified or terminated only by an instrument in writing signed by each of the parties hereto.

Section 10. Counterparts. This Instrument may be signed in counterparts and all signed copies of this Agreement will together constitute one original of this Instrument.

Section 11. Severability. If any provision of this Instrument shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Instrument shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

Section 12. Headings. The headings of the various sections of this Instrument have been inserted only for purposes of convenience, are not part of this Instrument and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Instrument.


[SIGNATURE PAGE FOLLOWS]

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

IN WITNESS WHEREOF, Grantors and Grantee have executed this Instrument as of the day and year first above written.

GRANTOR:

SERVICE SOLUTIONS GROUP, LLC

By: 

Name: Tom Muellenbach

Title: Authorized Representative

GRANTEE:

COMMERCIAL FOODSERVICE REPAIR, INC.

By: 

Name: Kurt A. Herwald

Title: Chief Executive Officer

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

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TRADEMARK
REEL: 005815 FRAME: 0803

“*TriNet*” means TriNet HR Corporation.

ARTICLE II SALE AND PURCHASE OF ASSETS

2.1 Sale and Purchase of Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase, acquire and accept from Seller, free and clear of all Encumbrances other than Permitted Encumbrances, all of Seller’s assets of every kind and description (other than the Excluded Assets) (the “*Purchased Assets*”), including the following assets of Seller (other than the Excluded Assets):

(a) All machinery, equipment, parts, tools, fixtures, furniture, office equipment, computer hardware, supplies, motor vehicles, trucks and other rolling stock and all other items of tangible personal property (other than Inventory) (the “*Tangible Personal Property*”);

(b) All trade and other accounts receivable of the Business and other Indebtedness owing to Seller, including the benefit of all collateral, security, guaranties, and similar undertakings received or held in connection therewith and any claim, remedy or other right related to the foregoing (the “*Accounts Receivable*”);

(c) All inventory wherever located, including raw materials, goods consigned to vendors or subcontractors, works in process, finished goods, spare parts, goods in transit, products under research and development, demonstration equipment and inventory on consignment (the “*Inventory*”);

(d) All leases and subleases of real property as to which Seller is the lessor or sublessor and all leases and subleases of real property as to which Seller is the lessee or sublessee which are listed on Schedule 3.12(a), together with any options to purchase the underlying property and leasehold improvements thereon, and in each case all other rights, subleases, licenses, permits, deposits and profits appurtenant to or related to such leases and subleases;

(e) All rights and interests in and to the Contracts listed on Schedule 2.1(e) (the “*Assumed Contracts*”);

(f) All Intellectual Property Assets;

(g) originals, or where not available, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material

“Indemnifying Party” is defined in Section 8.3.

“Insurance Policies” is defined in Section 2.1.

“Intellectual Property” means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (b) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations and combinations thereof and including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (c) copyrightable works, copyrights, and applications, registrations and renewals in connection therewith; (d) mask works and applications, registrations and renewals in connection therewith; (e) trade secrets and Confidential Information; (f) computer software, in object and source code format (including data and related documentation); (g) plans, drawings, architectural plans and specifications; (h) websites; (i) other proprietary rights; and (j) copies and tangible embodiments and expressions thereof (in whatever form or medium), all improvements and modifications thereto and derivative works thereof.

“Intellectual Property Assets” is defined in Section 3.14.

“Intellectual Property Registrations” means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Body or authorized private registrar in any jurisdiction, including registered trademarks, domain names, and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“Inventory” is defined in Section 2.1.

“IRS” means the U.S. Internal Revenue Service.

“Knowledge” means (a) actual knowledge of Keith Burke, Don Roenigk, Chris Mills or Doug Hargadon and (b) such knowledge that any of such individuals would reasonably be expected to obtain in the course and scope of diligently performing his or her job responsibilities.

“Law” means any federal, state, local, foreign or other law, statute, ordinance, regulation, rule, Order, constitution, treaty, common law or other restriction of any Governmental Body.

“Lease” is defined in Section 3.12.

“Leased Real Property” is defined in Section 3.12.

“Liability” means any liability, obligation or commitment of any kind or nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due; provided, however, that solely with respect

Schedule 3.14

Intellectual Property

United States Patent and Trademark Office Registration Number 3,254,956 - Service Mark for Service Solutions Group.

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