

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480644

<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>
Carrier Corporation		06/22/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carrier Commercial Refrigeration, Inc.		
<b>Street Address:</b>	1 Carrier Place		
<b>City:</b>	Farmington		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06032		
<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>	3841999	EQUIFLEX	
<b>Registration Number:</b>	3765433	SLUSHOSITY	
<b>Registration Number:</b>	3636395	RED CAPE	
<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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	usassignments@brinksgilson.com, aaskuvich@brinksgilson.com, sfrohling@brinksgilson.com, ekappers@brinksgilson.com		
<b>Correspondent Name:</b>	Brinks Gilson & Lione		
<b>Address Line 1:</b>	P.O. Box 10395		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60610		
<b>ATTORNEY DOCKET NUMBER:</b>	16005-1018		
<b>NAME OF SUBMITTER:</b>	Susan H. Frohling		
<b>SIGNATURE:</b>	/Susan H. Frohling/		
<b>DATE SIGNED:</b>	07/05/2018		
<b>Total Attachments: 6</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Assignment") dated as of June 22, 2018 (the "Effective Date"), is made by and between Carrier Corporation, a Delaware corporation ("Assignor") and Carrier Commercial Refrigeration, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Middleby Marshall, Inc. and Assignor, together with certain of their respective affiliates, entered into a certain Stock Purchase Agreement, dated as of May 18, 2018 (the "Acquisition Agreement"); and

WHEREAS, pursuant to the Acquisition Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks listed in Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Acquisition Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

Section 1.1 Assignment. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, including the right to sue and recover for past, present and future infringement thereof.

Section 1.2 Cooperation. Assignor shall, at Assignee's sole cost and expense, provide all cooperation reasonably requested by Assignee in order to effectuate the transactions contemplated by this Assignment, including its recordation in relevant state and national trademark offices.

Section 1.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE ACQUISITION AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.4 General Provisions. This Assignment and the Acquisition Agreement constitute the entire agreement between the parties with respect to the subject matter of this Assignment and supersede any prior discussion, correspondence, negotiation, proposed term sheet, letter of intent, agreement, understanding or arrangement, and there are no agreements, understandings, representations or warranties, express or implied, written or oral, between the parties with respect to the subject matter of this Assignment other than those set forth or referred to in this Assignment. In the event of any conflict between the terms of this Assignment and the terms of the Acquisition Agreement, the terms of the Acquisition Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Purchaser's rights with respect to the

Trademarks beyond those rights provided in the Acquisition Agreement. This Assignment may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns.

Section 1.5 Governing Law; Jurisdiction and Venue; Specific Performance. This Assignment will be construed and governed in accordance with Sections 11.3 and 11.11 of the Acquisition Agreement as though set out in full herein, mutadis mutandis.

Section 1.6 Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or other electronic method shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page left intentionally blank]

**Assignor**

Carrier Corporation

By: M/R. Davis

Name (printed): Michael R. Davis

Title: Authorized Representative

**Assignee**

Carrier Commercial Refrigeration, Inc.

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

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

*[Trademark Assignment Agreement Signature Page]*

**Assignor**

Carrier Corporation

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

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

**Assignee**

Carrier Commercial Refrigeration, Inc.

By: Erin L. Marney

Name (printed): Erin L. Marney



Title: Authorized Signatory

*[Trademark Assignment Agreement Signature Page]*

**SCHEDULE A  
TRADEMARKS**

**[Attachment 3.16(a)(ii) Part 1 to the Seller Disclosure Schedules to be  
Attached]**

Attachment 3.16(a)(ii) Part 1

Reference ID	Mark Name	Mark Image	Country	Application Number	Registration Number	Status	Owner	Class Description
<a href="#">81525401</a>	ATLAS		European Union IPO	013979976	013979976	Registered	Carrier Corporation	35 - Providing a secured-access, members only website featuring technology that gives users the ability to access business environment and equipment performance information in the field of 11 - Apparatus for refrigerating, freezing, cooling cooking, heating and ventilation, non-vending freezers for commercial use for making and dispensing semi-frozen related point-of-sale material sold as a unit
<a href="#">81513230</a>	CROWN (1999 Design)		New Zealand	1058660		Application	Carrier Corporation	
<a href="#">81513230</a>	RAZZLE (Whirling Spoon Design)		Puerto Rico	31390	47114	Registered	Carrier Corporation	7 - Class 7: Mixing machines for heavy-bodied confections and related point-of-sale material sold as a unit
<a href="#">81513830</a>	RAZZLE (Whirling Spoon Design)		Puerto Rico	31329	47113	Registered	Carrier Corporation	21 - Class 21: Paper cups
<a href="#">81514534</a>	RAZZLE (Whirling Spoon Design)		South Africa	98/04179	199804179	Registered	Carrier Corporation	7 - MIXING MACHINES FOR HEAVY-BODIED CONFECTIONS AND RELATED POINT-OF-SALE MATERIAL SOLD AS A UNIT
<a href="#">81514616</a>	EQUIFLEX		United States of America	77/406,345	3841999	Registered	Carrier Corporation	36 - Financing of commercial refrigeration and cooking equipment. 43 - Leasing of commercial refrigeration and cooking equipment.
<a href="#">81514420</a>	SLUSHOSITY		United States of America	77/978,745	3765433	Registered	Carrier Corporation	11 - Class 11 - Non-vending freezers for commercial use for making and dispensing frozen food products, namely, slush type soft drinks and frozen confection
<a href="#">81528495</a>	RED CAPE		United States of America	77/423,431	3636395	Registered	Carrier Corporation	35 - Customer service in the field of commercial refrigeration and cooking equipment
<a href="#">81513000</a>	TAYLOR FREEZER		Kenya	30238	30238	Registered	Carrier Corporation	37 - Installation, maintenance, repair of commercial refrigeration and 11 - CLASS 11: FREEZER FOR USE IN STORING, MAKING AND DISPENSING SEMI-FROZEN PRODUCTS NAMELY MILK SHAKES, MALTED MILK, BEVERAGES AND ICE-CREAM