

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heatcraft Refrigeration Products LLC		03/29/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kysor Warren EPTA US Corporation		
Street Address:	5201 Transport Boulevard		
City:	Columbus		
State/Country:	GEORGIA		
Postal Code:	31907		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1590738	KYSOR/WARREN	
Registration Number:	1372317	LIQUICATOR	
Serial Number:	87750754	KW	
CORRESPONDENCE DATA			
Fax Number:	4042520970		
<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:	404-252-0900		
Email:	jeff@sladlaw.com		
Correspondent Name:	Jeffrey B. Sladkus, Esq.		
Address Line 1:	1397 Carroll Drive		
Address Line 4:	Atlanta, GEORGIA 30318		
NAME OF SUBMITTER:	Jeffrey B. Sladkus		
SIGNATURE:	/Jeffrey B. Sladkus/		
DATE SIGNED:	10/31/2019		
Total Attachments: 5			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is entered into as of March 29, 2019, between Heatcraft Refrigeration Products LLC, a Delaware limited liability company with offices at 2140 Lake Park Boulevard, Richardson, Texas 75080 ("Assignor"), and Kysor Warren EPTA US Corporation, a Delaware corporation, with offices at 5201, Transport Boulevard, Columbus, Georgia 31907 ("Assignee").

WHEREAS, Assignor owns certain trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Exhibit A attached hereto and expressly incorporated herein ("Marks");

WHEREAS, Assignee desires to acquire all of the right, title and interest of Assignor in, to and under the Marks, together with the goodwill of the business symbolized by the Marks;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of on or about the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in and to certain assets of Assignor, and Assignee has agreed to assume from Assignor certain liabilities of Assignor, and pursuant to which Assignee is a successor to a portion of the business of Assignor to which the Marks pertain; and

WHEREAS, the execution and delivery of this Assignment by Assignor and Assignee is required by Sections 8.01(h)(ii) and 8.02(g)(ii) of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver to Assignee and its successors and assigns, and Assignee does hereby purchase and acquire from Assignor, Assignor's entire right, title and interest in and to the Marks, and to the applications and/or registrations and renewals for the Marks, together with the goodwill of the business associated with and symbolized by the Marks and all other corresponding rights at common law or otherwise that may be secured under the laws of the United States or any foreign jurisdiction, now or hereinafter in effect. This assignment includes the right to sue and recover for any past infringement thereof, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.


At Assignee's sole cost and expense, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks assigned herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNOR

**Heatcraft Refrigeration
Products LLC**

By: 

Name: John Torres

Title: Chief Legal Officer

[Signature page to the Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNEE

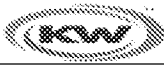
**KYSOR WARREN EPTA
US CORPORATION**

By: Marco Nocivelli
Name: MARCO NOCIVELLI
Title: PRESIDENT
CHIEF EXECUTIVE
OFFICER AND TREASURER

[Signature page to the Trademark Assignment Agreement]

EXHIBIT A

MARKS

MARK / TITLE	COUNTRY NAME	STATUS	DATE FILED	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	NEXT RENEWAL	Owners
DUAL JET	Australia	Registered	13-Jul-65	195882	6-Apr-71	195882	12-Jul-20	Heatcraft Refrigeration Products LLC
DUAL JET	Germany	Registered	27-Dec-69	D24122	6-Apr-71	DE879979	31-Dec-19	Kysor Industrial Corporation
KYSOR/WARREN	Australia	Registered	26-Jun-96	711527	26-Jun-96	711527	26-Jun-26	Heatcraft Refrigeration Products LLC
KYSOR/WARREN	Brazil	Registered		819631868	3-Aug-99	819631868	Aug 3, 2019	Heatcraft Refrigeration Products LLC
KYSOR/WARREN	Canada	Registered	9-Nov-88	619,215	16-Feb-90	TMA365536	16-Feb-20	Kysor Industrial Corporation
KYSOR/WARREN	China	Registered	28-Sep-96	960110162	14-Dec-97	1135679	13-Dec-27	Heatcraft Refrigeration Products LLC
KYSOR/WARREN	Mexico	Registered		135535	15-Feb-93	431024	19-Mar-22	Heatcraft Refrigeration Products LLC
KYSOR/WARREN	New Zealand	Registered	28-Nov-88	153170	28-Nov-88	189247	28-Nov-19	Heatcraft Refrigeration Products LLC
KYSOR/WARREN	United States of America	Registered	11-May-89	73/799,223	10-Apr-90	1590738	10-Apr-20	Heatcraft Refrigeration Products LLC
KW & Design 	United States of America	Allowed	10-Jan-18	87750754				Heatcraft Refrigeration Products LLC
LIQUICATOR	United States of America	Registered	28-May-85	73/539,906	26-Nov-85	1,372,317	26-Nov-25	Heatcraft Refrigeration Products LLC

STRATUS	Canada	Registered	7-Jan-09	1,423,769	16-Nov-11	811841	16-Nov-26	Heatcraft Refrigeration Products LLC
STRATUS	Mexico	Registered		982888	16-Jul-09	1110823	8-Jan-29	Heatcraft Refrigeration Products LLC