

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645726

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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 |
| Kold Draft International, LLC | | 03/31/2021 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Scotsman Group LLC | | |
| Street Address: | 101 Corporate Woods Parkway | | |
| City: | Vernon Hills | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60061 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1405723 | KOLD-DRAFT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3367338473 | | |
| <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: | 3367213737 | | |
| Email: | Trademarkswinston@wbd-us.com | | |
| Correspondent Name: | Randel S. Springer | | |
| Address Line 1: | Womble Bond Dickinson (US) LLP | | |
| Address Line 2: | One West Fourth Street | | |
| Address Line 4: | Winston-Salem, NORTH CAROLINA 27101 | | |
| ATTORNEY DOCKET NUMBER: | 62519.0001.7 | | |
| NAME OF SUBMITTER: | Randel S. Springer | | |
| SIGNATURE: | /Randel S. Springer/ | | |
| DATE SIGNED: | 05/11/2021 | | |
| Total Attachments: 5 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of March 31, 2021, is made by and between Kold Draft International, LLC, a Florida limited liability company (“**Assignor**”), in favor of Scotsman Group LLC, Delaware limited liability company (“**Assignee**”), pursuant to that certain Asset Purchase Agreement between Assignee (as Buyer thereunder), Assignor (as Seller thereunder) and the other parties named therein, dated as of even date herewith (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark 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, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 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, together with all goodwill appurtenant thereto;

(b) the domain name “kold-draft.com”, including the current registration thereof with DomainSpot LLC and any other rights (including but not limited to trademark rights in any jurisdiction) Assignor may have in the domain name “kold-draft.com”, including any goodwill associated therewith;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.

Within 30 days following the execution of the Asset Purchase Agreement, Assignor shall execute all documents, papers, form and authorization, and take such other actions as necessary to effectuate the transfer of ownership and control of the domain name "kold-draft.com" to Assignee, and enable Assignee to register the domain name in the name of Assignee with the domain name registry of Assignee's choosing.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase 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 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, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

Kold Draft International, LLC

By: _____
Neal Asbury, Manager

ASSIGNEE:

SCOTSMAN GROUP LLC

DocuSigned by:
Bradford D. Willis
By: _____
C4CB3A3DB65E4E0
Bradford D. Willis
Vice President/Secretary/Treasurer

SCHEDULE 1**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

| <u>Country</u> | <u>Trademark</u> | <u>App. No.</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|----------------|------------------|-----------------|-----------------|------------------|
| Canada | KOLD-DRAFT | 416818 | TMA232497 | March 30, 1979 |
| China | KOLD-DRAFT | 8686491 | 8686491 | October 7, 2011 |
| Europe | KOLD-DRAFT | 18189957 | 18189957 | June 4, 2020 |
| France | KOLD-DRAFT | INPI 187190 | N 1575014 | February 2, 1990 |
| Great Britain | KOLD-DRAFT | 3462435 | UK00003462435 | August 8, 2020 |
| Great Britain | KOLD-DRAFT | 3462435 | UK00918189957 | June 4, 2020 |
| Malaysia | KOLD-DRAFT | 84000656 | 84000656 | January 27, 1998 |
| Mexico | KOLD-DRAFT | 149011 | 525381 | October 7, 1996 |
| South Africa | KOLD-DRAFT | 1980/01413 | 1980/01413 | October 9, 1981 |
| US | KOLD-DRAFT | 73/576,381 | 1,405,723 | August 19, 1986 |
| Venezuela | KOLD-DRAFT | 10745-2016 | P361788 | July 26, 2017 |