

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Luxine, Inc.		01/29/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Vollrath Company, L.L.C.		
<b>Street Address:</b>	1236 North 18th Street		
<b>Internal Address:</b>	P.O. Box 611		
<b>City:</b>	Sheboygan		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53082-0611		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WISCONSIN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78409944	COOLWAVE	
<b>Serial Number:</b>	78409935	COOLHEAT	
<b>Serial Number:</b>	78409907	COOLTOP	
<b>Serial Number:</b>	78409921	COOLRANGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414-297-5581		
<b>Email:</b>	ptomailmilwaukee@foley.com		
<b>Correspondent Name:</b>	Mark J. Diliberti		
<b>Address Line 1:</b>	Foley & Lardner LLP		
<b>Address Line 2:</b>	777 E. Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-5306		
<b>ATTORNEY DOCKET NUMBER:</b>	062103-NEW1 - 4		

OP \$115.00 78409944

NAME OF SUBMITTER:	Jill M. Schenk
Signature:	/Jill M. Schenk/
Date:	03/10/2009
<b>Total Attachments: 5</b> source=Vollrath assignment#page1.tif source=Vollrath assignment#page2.tif source=Vollrath assignment#page3.tif source=Vollrath assignment#page4.tif source=Vollrath assignment#page5.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT**

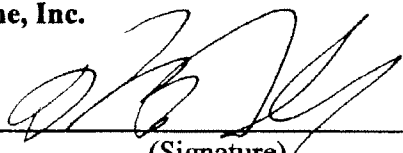
WHEREAS, *Luxine, Inc.*, a California corporation, of 4980 Latigo Canyon Road, Malibu, California 90265 (“*Assignor*”) is the current owner of intellectual property including but not limited to the patents (and any and all divisional, continuation, continuation-in-part, reissues, foreign counterparts, or extensions thereof), trademarks, copyrights, domain names and all associated rights, listed on the attached Schedule (the “*Trade Rights*”); and

WHEREAS, *The Vollrath Company, L.L.C.*, a Wisconsin limited liability company, of 1236 North 18th Street, P.O. Box 611, Sheboygan, WI 53082-0611 (“*Assignee*”) wishes to acquire the Trade Rights together with the goodwill of the business in connection with which the Trade Rights is used.

NOW, THEREFORE, in consideration of and in exchange for \$1.00 and other valuable and legally sufficient consideration, the receipt of which Assignor hereby acknowledges, Assignor hereby agrees to and does sell, assign and transfer to Assignee its entire right, title and interest in and to the Trade Rights together with the goodwill of the business to which the Trade Rights pertains, as well as all rights of enforcement and recovery for past infringement. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this assignment, including performance of any actions, and the execution and delivery of any documents necessary or appropriate to give effect to the intent and terms of the Agreement.

IN WITNESS WHEREOF, a duly authorized officer of Assignor and Assignee has executed this agreement on the date listed below. Notary certification of the signatures follows on page 2 of this document.

**Luxine, Inc.**

By:   
\_\_\_\_\_  
(Signature)

Name: Nick Bassill

Title: President & Secretary

Date: January 29, 2009

**The Vollrath Company, L.L.C.**

By: \_\_\_\_\_  
(Signature)

Name: Thomas G. Belot

Title: President & Chief Executive Officer

Date: January \_\_, 2009

NOTARY CERTIFICATION

State of California )  
 )  
County of Los Angeles )

On January 29, 2009 before me, A. Simons a Notary  
(insert name and title of the officer)

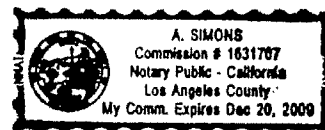
personally appeared NICK BASSILL, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature A. Simons

(Seal)



State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ before me appeared \_\_\_\_\_, known to me personally and in the capacity in which he/she has signed, and after executing this document acknowledged and affirmed that he/she did so freely, and in the capacity indicated, and that he/she has the power and authority to do so in that capacity and on behalf of that entity.

\_\_\_\_\_  
Notary Public

**INTELLECTUAL PROPERTY ASSIGNMENT**

WHEREAS, *Luxine, Inc.*, a California corporation, of 4980 Latigo Canyon Road, Malibu, California 90265 ("*Assignor*") is the current owner of intellectual property including but not limited to the patents (and any and all divisional, continuation, continuation-in-part, reissues, foreign counterparts, or extensions thereof), trademarks, copyrights, domain names and all associated rights, listed on the attached Schedule (the "*Trade Rights*"); and

WHEREAS, *The Vollrath Company, L.L.C.*, a Wisconsin limited liability company, of 1236 North 18th Street, P.O. Box 611, Sheboygan, WI 53082-0611 ("*Assignee*") wishes to acquire the Trade Rights together with the goodwill of the business in connection with which the Trade Rights is used.

NOW, THEREFORE, in consideration of and in exchange for \$1.00 and other valuable and legally sufficient consideration, the receipt of which Assignor hereby acknowledges, Assignor hereby agrees to and does sell, assign and transfer to Assignee its entire right, title and interest in and to the Trade Rights together with the goodwill of the business to which the Trade Rights pertains, as well as all rights of enforcement and recovery for past infringement. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this assignment, including performance of any actions, and the execution and delivery of any documents necessary or appropriate to give effect to the intent and terms of the Agreement.

IN WITNESS WHEREOF, a duly authorized officer of Assignor and Assignee has executed this agreement on the date listed below. Notary certification of the signatures follows on page 2 of this document.

**Luxine, Inc.**

**The Vollrath Company, L.L.C.**

By: \_\_\_\_\_  
(Signature)

By: Thomas G. Belot  
(Signature)

Name: Nick Bassill

Name: Thomas G. Belot

Title: President & Secretary

Title: President & Chief Executive Officer

Date: January \_\_, 2009

Date: January \_\_, 2009

NOTARY CERTIFICATION

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ before me appeared \_\_\_\_\_, known to me personally and in the capacity in which he/she has signed, and after executing this document acknowledged and affirmed that he/she did so freely, and in the capacity indicated, and that he/she has the power and authority to do so in that capacity and on behalf of that entity.

\_\_\_\_\_  
Notary Public

State of Wisconsin )  
 ) SS  
County of Sheboygan )

On this 29<sup>th</sup> day of January before me appeared Thomas G. Belot, known to me personally and in the capacity in which he/she has signed, and after executing this document acknowledged and affirmed that he/she did so freely, and in the capacity indicated, and that he/she has the power and authority to do so in that capacity and on behalf of that entity.

Kathleen A. Anderson  
Notary Public

**Schedule of Intellectual Property**

**Trademarks**

<b>Application No.</b>	<b>Registration No.</b>	<b>Mark</b>
78/409,944	3,463,939	COOLWAVE
78/409,935	3,551,773	COOLHEAT
78/409,907	3,551,772	COOLTOP
78/409,921	3,548,172	COOLRANGE