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form PTO-1594 (Rev. 07/05) 04 - 14 -	2000 U.S. DEPARTMENT OF COMMERCE
DMB Collection 0651-0027 (exp. 6/3)	
To the Director of the U. S. Patent and 103556	
1. Name of conveying party(ies): Manitowoc Foodservice Companies, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: JPMorgan Chase Bank, N.A., as agent
Individual(s) Association General Partnership Limited Partnership Corporation- State: Nevada Other	Internal Address: Street Address: 10 S. Dearborn City: Chicago
Citizenship (see guidelines)	State: IL Country: USA Zip: 60603 Association Citizenship
3. Nature of conveyance yExecution Date(s): Execution Date(s) April 14, 2008	General Partnership Citizenship Limited Partnership Citizenship
Assignment Merger Security Agreement Change of Name Other	Corporation Citizenship Other National Association United States (l'assignee is not domiciled in the United States, a domestic representative designation is attached: Yes X No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) as A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filling)	Additional sheet(s) attached? Yes No
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Laura Konrath	e 6. Total number of applications and registrations involved:
Internal Address: Winston & Strawn LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 815 Authorized to be charged by credit card
Street Address: 35 W. Wacker Dr.	Authorized to be charged to deposit account Enclosed
City: Chicago	8. Payment Information:
State: IL Zip: 60601 Phone Number: 312-558-6352 Fax Number: 312-558-5700	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number 232428 Authorized User Name Laura Konrath
Email Address: 1konra#h@winston.com 9. Signature: CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC	13/16/09
Signature Laura Konrath Nama of Person Signing	Potal number of pages including cover sheet, altachments, and cocument

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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SCHEDULE A

<u>MARK</u>	REG. NO.	REG. DATE
ARCTIC PURE	2936846	03/29/2005
AUCS (Stylized)	1832102	04/19/1994
BRUSH UP PAD	2277671	09/14/1999
CHILLZ	3390376	02/26/2008
CVD TECHNOLOGY	2528210	01/08/2002
EKWIC	2757637	08/26/2003
EKWIC CONFIGURATOR	2757638	08/26/2003
EXPRESS BY KOLPAK	2464109	06/26/2001
FLAV'R PIC	77-434678 (App.)	03/28/2008
FŁOMATIC	2313404	02/01/2000
GUARDIAN	2749629	08/12/2003
HARFORD DURACOOL	2423754	01/23/2001
HARFORD DURACOOL & Design	2327994	03/14/2000
HYDRO-CHIL	1857605	10/11/1994
ICEPIC	3350042	12/04/2007
KOLPAK	2270415	08/17/1999
KOOLAIRE	2515940	12/04/2001
M Design	2697599	03/18/2003
MANITOWOC & Snowflake Design	1292069	08/28/1984
MCCALL & Design	1460760	10/13/1987
MULTIPLEX	858783	10/22/1968
POINT OF USE	2283733	10/05/1999
POLAR-CHILL	2154027	04/28/1998
POLAR-PAK	1804321	11/16/1993

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<u>MARK</u>	REG. NO.	REG. DATE
QUICKDRAW	3421581	05/06/2008
QUIETQUBE	2458492	06/05/2001
RDI	1992851	08/13/1996
RELYCO	2277881	09/14/1999
SERVEND (Stylized)	2277880	09/14/1999
Snowflake Logo	2816336	02/24/2004
SOFT QUBE	3072160	03/21/2006
SURROUNDVIEW	2277871	09/14/1999

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USPTO

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TO: LAURA KONRATH COMPANY: WINSTON & STRAWN LLP

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onn P1'U-1594 (Rev. 07/05) NB Collection 0851-0027 (exp. 6/30/2006)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademaris-Office			
RECORDATION FOR	IM COVER SHEET (16)			
TRADEMARKS ONLY 18 103 - 325				
To the Director of the U. S. Patent and Trademark Office; Pleas	se record the attached documents or the new address(es) below.			
1. Name of conveying party(les):	2. Name and address of receiving party(les)			
Manitowoc Foodservice Companies, Inc.	Additional names, addresses, or citizenship attached? X No			
	Name: JPMorgan Chase Bank, N.A., as agent			
Individual(s) Association	Internal Address:			
General Partnership Limited Partnership	Sinest Address: 10 S. Dearborn			
Corporation-State: Nevada				
Other	City: Chicago			
Citizenship (sae guidelines)	State: IL			
Additional names of conveying parties attached? Yes W No	Country: USA Zip: 60603			
CONDOCT COLUMN OF COLUMN AND DESCRIPCE TO A SERVICE DE LES IN NO				
3. Nature of conveyance l'Execution Dete(s) :	General Partnership Ottoreship			
Execution Oate(s) April 14, 2008	Limited Partnership Critizenship			
Assignment Merger	Corporation Citizenship			
	Other National Association			
	trassignee is not domicited in the United States, a dorgestic representative designation is situated: Yes No			
Other	(Dasignations must be a separate document from assignment)			
 Application number(s) or registration number(s) and A. Trademark Application No.(s). 	d Identification or description of the Trademark. B. Trademark Registration No.(s)			
	Additional sheet(s) attached? Yos No			
C. Identification or Description of Trademark(s) (and Filing	Dats If Application or Registration Numbér is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed:	1 de 1 de la compansa del compansa de la compansa del compansa de la compansa del la compansa de la compansa de la compansa de la compansa del la compansa de la compansa del la compansa de la compansa del compansa de la compansa de la compansa de			
Name: Laura Konrath	registrations involved:			
Internal Address: Winston & Strawn LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 615			
(Figure Accident)	Authorized to be charged by credit card			
Street Address: 35 N. Macker Dr.	Authorized to be charged to deposit account			
Street Address: 33 Ma Macket 17.	☐ Enclosed			
Chi	8. Payment Information;			
City: Chicago	a. Credit Card Lest 4 Numbers			
State: Zip:	Expiration Date			
Phone Number, 312-558-6352	b. Deposit Account Number 232428			
Fax Number: 312-558-5700	Authorized User Name Laura Konrath			
Email Address lkonrathevinaton.com				
9. Signature: Laura Ta	reful 3/16/09			
Signature				
Librara Kongath Total number of pages including tower sheet, attachments, and documents				
Name of Parson Signing				

Documents to be recarded (including cover almost) should be faxed to (671) 273-8140, or malest to: Mail Stop Assignment Recordation Services, Director of the USPTO, 7 (J. Box 1480, Alexandria, VA 11313-1466

SCHEDULE A

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KOOLAIRE	2515940	12/04/2001
M Design	2697599	03/18/2003
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POINT OF USE	2283733	10/05/1999
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RELYCO	2277881	09/14/1999
SERVEND (Stylized)	2277880	09/14/1999
Snowflake Logo	2816336	02/24/2004
SOFT QUBE	3072160	03/21/2006
SURROUNDVIEW	2277871	09/14/1999

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Winston & Strawn

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Manitowoc Foodservice Companies, Inc., a Nevada corporation (the "Grantor") with principal offices at 50 West Liberty Street, Suite 550, Reno, NV 89501, hereby assigns and grants to JPMorgan Chase Bank, N.A., as Collateral Agent, with offices at 10 South Dearborn Street, Floor 07, Chicago, Illinois 60603-2003 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 14, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and

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provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 14 day of April, 2008.

Winston & Strawn

MANITOWOC FOODSERVICE COMPANIES, INC., as Grantor

STANLEY C

JPMORGAN CHASE BANK, N.A., as Collateral Agent and Grantee

Ву: __ Name:

Title:

Title:

On this // day of April 2008, before me personally came STANLEY ST. Toth N being by me duly swom, did state as follows: that [s]he is Presiden+ Foodservice Companies, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of Manitowoc Foodservice Companies, Inc. and that [s]he did so by authority of the Board of Directors of Manitowoc Foodservice Companies, Inc.

Carol a. Carode Notary Public

Winston & Strawn. 4/13/2009 4:00:41 PM PAGE 012/015 Fax Server

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the H day of April., 2008.

MANITOWOC FOODSERVICE COMPANIES, INC., as Grantor

By:

Name:
Title:

JPMORGAN CHASE BANK, N.A.,

as Collateral Agent and Grantee

Name:

Title:

Michael B. Kelly Vice President