

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Industrial Commercial Equipment Manufacturing Ltd.		12/02/2011	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Frost Fighter Inc.
Street Address:	100-1500 Notre Dame Avenue
City:	Winnipeg, Manitoba
State/Country:	CANADA
Postal Code:	R3E0P9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1174064	FROSTFIGHTER
Registration Number:	2424487	FROSTFIGHTER ICE

CORRESPONDENCE DATA

Fax Number: (617)526-5000
 Phone: 617-526-6448
 Email: huelinh.tran@wilmerhale.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Michael J. Bevilacqua, Esq.
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street
 Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	2207191.120
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DOMESTIC REPRESENTATIVE

OP \$65.00 1174064

Name: Michael J. Bevilacqua, Esq.
Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	12/20/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT made as of the 2nd day of December, 2011,

B E T W E E N:

**INDUSTRIAL COMMERCIAL EQUIPMENT
MANUFACTURING LTD.,**

a corporation existing under the laws of
the Province of Manitoba, having its registered
office located at 51 Aikins St., Winnipeg, Manitoba,
R2W 4E3,

(hereinafter referred to as the "Assignor")

- and -

FROST FIGHTER INC.,

a corporation existing under the laws of
the Province of Manitoba, having its registered
office located at 100-1500 Notre Dame Avenue,
Winnipeg, Manitoba, R3E 0P9,

(hereinafter referred to as the "Assignee" and, together with the Assignor,
the "Parties").

WHEREAS the Assignor is the proprietor and registered owner of the trademarks
and trademark registrations set forth in Schedule 1 annexed hereto (the "Trademarks");

AND WHEREAS the Assignor has transferred and assigned all rights, title and
interest in and to the Trademarks, and the goodwill and business related thereto, to the Assignee
who accepted such transfer, the whole pursuant to that certain Asset Purchase Agreement (the
"Agreement") dated December 2, 2011 between the Assignor and the Assignee, in accordance
with which the Assignor sold, transferred and assigned, and the Assignee purchased and
accepted the assets and property of the Assignor described therein, including the Trademarks,
and the goodwill and business related thereto;

NOW THEREFORE THIS ASSIGNMENT WITNESSES THAT in consideration
of the respective covenants and agreements of the parties herein contained and in consideration
of the representations, warranties and covenants of the Agreement, the Parties agree as follows:

1. Pursuant to this Agreement and for good and valuable consideration, the receipt
and sufficiency of which are hereby acknowledged, the Assignor hereby sells, transfers and
assigns unto the Assignee all property, rights, benefits, title and interest in and to the
Trademarks together with the goodwill and business related therein to hold the same unto the
Assignee absolutely;

2. The Assignor further assigns to the Assignee the right to take part in any opposition or litigation related to the Trademarks, whether already commenced or not, and to sue for past, present or future infringement and to recover and retain all damages and profits arising therefrom;

3. The Assignor further assigns to the Assignee all rights and benefits it holds in any contracts, agreements, licenses or engagements in any form whatsoever relating to the Trademarks;

4. The Assignor covenants and agrees not to contest or oppose the validity of this sale, assignment and transfer nor the validity or ownership of the Assignee to any Trademarks described hereunder;

5. The Assignor represents and warrants that:

- (a) it has not granted any rights or licenses to use or in any way exploit the Trademarks to any person;
- (b) the Trademarks are in full force and effect and have not been used or enforced or failed to be used or enforced in a manner that would result in their abandonment, cancellation or unenforceability;
- (c) to the best of Assignor's knowledge, there is no claim of adverse ownership or invalidity or other opposition to or conflict with any of the Trademarks nor of any claim against the Assignor relating to the Trademarks; and
- (d) it has no knowledge that the use of any of the Trademarks breaches, violates, infringes or interferes with any rights of any person.

6. The Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of the Assignee which may be required to transfer all of the Assignor's rights, title and interest in and to the said Trademarks and/or the rights thereto to the Assignee, its successors and assigns;

7. This Agreement and the assignment effected pursuant hereto shall be binding upon the Assignor, its successors and/or assigns, and all others acting by, through, with or under its direction, and all those in privity therewith; and

8. This Agreement may be executed by the parties in separate counterparts (by original or facsimile signature) each of which when so executed and delivered shall be an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

**INDUSTRIAL COMMERCIAL
EQUIPMENT MANUFACTURING
LTD.**

by Valerie J. Clancy
Name: Valerie Clancy
Title: President

FROST FIGHTER INC.

by _____
Name:
Title:

Signature page to Confirmatory Trademark Assignment

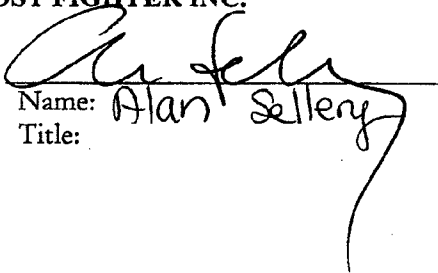
**TRADEMARK
REEL: 004683 FRAME: 0426**

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

**INDUSTRIAL COMMERCIAL
EQUIPMENT MANUFACTURING
LTD.**

by _____
Name:
Title:

FROST FIGHTER INC.

by 
Name: Alan Selteny
Title:

Signature page to Confirmatory Trademark Assignment

**SCHEDULE 1
TRADEMARKS**

Trademarks	Jurisdiction	Registration No.
FROSTFIGHTER	CANADA	TMA517491
FROST FIGHTER & DESIGN	CANADA	TMA743236
ICEFIGHTER	CANADA	TMA743237
ARCTIC MASTER	CANADA	TMA744282
FROSTFIGHTER	UNITED STATES	1174064
FROST FIGHTER ICE & DESIGN	UNITED STATES	2424487
ICE FIGHTER		UNREGISTERED
ICE FIGHTER & DESIGN		UNREGISTERED
ICE AIR		UNREGISTERED
ICE AIR & DESIGN		UNREGISTERED

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