

FORM PTO-1595 (modified)

11-25-2003

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

REC'D

SHEET

Patent and Trademark Office

11/21/03



102608743

To the Director of the United States Patent and Trademark Office: Please return the attached original documents or copies thereof.

1. Name of conveying party(ies):

I.L.L. Limited
Instore Products
Michael B. Davidson
Mark E. Lane

2. Name and address of receiving party(ies):

Hill Phoenix, Inc.
709 Sigman Road
Conyers, Georgia 30013

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

9/15/03

Additional name(s) & address(es) attached?

NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

B. Patent Number(s):

6,185,951

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

John M. Lazarus
FOLEY & LARDNER
777 East Wisconsin Avenue, Suite 3800
Milwaukee, Wisconsin 53202-5306

6. Total number of applications/patents involved: **1**7. Total fee (37 C.F.R. § 3.41): **\$40.00**☒ Check Enclosed

Charge to deposit account

8. Deposit account number: **06-1447**

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

John M. Lazarus**11/17/2003**

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 8

11/24/2003 DBYRNE 00000012 6185951

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I hereby certify that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner for Patents, Alexandria, VA 22313 on this 18th day of November, 20 03.

Foley & Lardner

By

Lori Wilson

001.1526954.1

PATENT

REEL: 014709 FRAME: 0926

**AGREEMENT
PROVIDING FOR ASSIGNMENT AND TRANSFER
OF PATENT AND TRADEMARK RIGHTS**

This is an Agreement between **HILL PHOENIX, INC.**, a Delaware corporation ("Assignee") and **I.L.L. LIMITED**, a Jersey corporation ("ILL"), **INSTORE PRODUCTS, LTD.**, an Ontario corporation ("Instore"), **MICHAEL B. DAVIDSON** ("Davidson") and **MARK E. LANE** ("Lane"). (ILL, Instore, Davidson and Lane are collectively referred to as "Assignor.")

Recitals

WHEREAS Assignor and Assignee acknowledge the existence of certain patent rights, arising from the subject matter listed in Exhibits A and B, including the right, title and interest in and to certain patent applications and each patent that has issued or may be granted from such patent applications, any and all rights of priority, any and all provisional rights, any and all reissues or extensions, and any and all divisional and continuation applications, continuation-in-part applications, continued or continuing applications, and each and every related patent and patent application (whether listed in the Exhibits or not), as well as in the inventions described or otherwise set forth in any such patent applications and patents (or disclosure document), in the United States and in any other country in the world, before the U.S. Patent and Trademark Office and before any other patent or intellectual property office or agency, under the laws and treaties of the United States and of any other country, including all past, present and future rights and claims pertaining to such subject matter (collectively referred to as the "Patent Rights").

WHEREAS Assignor owns or may otherwise hold a claim to or affecting ownership of the right, title and interest in and to the Patent Rights.

WHEREAS, Assignor and Assignee acknowledge the existence of certain trademark rights related to the products that may embody the Patent Rights, including the right, title and interest in the marks listed in Exhibit C, and including any applications, registrations and renewals, as well as any rights under common law, and to any related marks, in the United States and in any other country in the world, before the U.S. Patent and Trademark Office and before any other trademark or intellectual property office or agency, under the laws and treaties of the United States and of any other country, including all past, present and future rights and claims pertaining to such subject matter (collectively referred to as the "Trademark Rights").

WHEREAS Assignor may hold a claim to or affecting ownership of the right, title and interest in the Trademark Rights.

WHEREAS Assignor intends and agrees that Assignee should own the sole, exclusive and entire right, title and interest in and to the Patent Rights and the Trademark Rights, including any right or claim of ownership that Assignor has or could make, now or in the future, in and to the Patent Rights and the Trademark Rights.

NOW THEREFORE Assignor and Assignee hereby agree to the following terms and conditions:

Representations of Assignor

Assignor is authorized to act on behalf of each and every other person and entity in affiliation with Assignor, or otherwise under the direct or indirect control of Assignor, who also shall be bound to the terms and conditions of this Agreement with respect to the Patent Rights and the Trademark Rights.

Assignor has not assigned or transferred any part of the Patent Rights or the Trademark Rights to any third party.

Assignor is not subject to any obligation to any other person or entity relating to the Patent Rights or the Trademark Rights or to any obligation that is otherwise inconsistent with the obligation of Assignor to assign and transfer the entire right, title and interest in and to the Patent Rights and the Trademark Rights to Assignee.

Assignor owns the sole, exclusive and entire right, title and interest in and to the Patent Rights relating to each patent application and patent listed in Exhibit A, having duly obtained by prior assignment the entire right, title and interest held by the inventors and any other persons and entities, or otherwise.

Assignor intends to assign, transfer and relinquish to Assignee the sole, exclusive and entire right, title and interest in and to the Patent Rights relating to each patent and patent application listed in Exhibit A.

Assignor intends to assign, transfer and relinquish to Assignee any claim of ownership that Assignor has or could make, now or in the future, in and to or otherwise affecting the right, title and interest in and to the Patent Rights relating to each patent application and disclosure document listed in Exhibit B.

Assignor intends to assign, transfer and relinquish to Assignee any claim of ownership that Assignor has or could make, now or in the future, in and to or otherwise affecting the right, title and interest in and to the Trademark Rights relating to each trademark and trademark application listed in Exhibit C.

Assignor does not intend to retain and shall not retain any part of the right, title and interest in and to the Patent Rights or the Trademark Rights.

Assignment and Transfer

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor agrees to sell, assign and transfer and hereby irrevocably sells, assigns, transfers, relinquishes and sets over to Assignee the sole, exclusive and entire right, title and interest in and to the Patent Rights and the Trademark Rights, including any right

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or claim of ownership that Assignor has or could make, now or in the future, in and to the Patent Rights and the Trademark Rights, together with the goodwill of the business to which the Trademark Rights pertain.

Assignor acknowledges and agrees that the Patent Rights and the Trademark Rights are to be held, controlled and enjoyed by Assignee for its own use as fully and entirely as would have been held, controlled and enjoyed by Assignor had this Agreement not been made. Assignee shall have the full and complete right, in its sole discretion, to assign or transfer or otherwise grant or convey any part of the right, title and interest in and to the Patent Rights and the Trademark Rights to any other party.

Assignor shall not retain or assert, directly or indirectly, any right or claim of ownership in or to the Patent Rights or the Trademark Rights.

Assignor agrees to execute and deliver to Assignee upon request all lawful documents which may be requested by Assignee, and to furnish Assignee with all facts relating to the Patent Rights and the Trademark Rights as may be requested by Assignee.


Recordation of Assignment

This Agreement may be recorded for the benefit of Assignee by filing (by original or as a duplicate) in or with the United States Patent and Trademark Office or any other patent, trademark or intellectual property office or agency, as evidence of ownership by Assignee of the sole, exclusive and entire right, title and interest in and to the Patent Rights and the Trademark Rights.

AGREED TO BY AUTHORIZED REPRESENTATIVES OF THE PARTIES ON THIS
15th DAY OF SEPTEMBER 2003.


ASSIGNOR

I.L.L. LIMITED


By: 
Name: _____
Title: _____

ASSIGNEE

HILL PHOENIX, INC

By: 
Name: Raymond C. Hoglund
Title: Executive Vice President

INSTORE PRODUCTS, LTD.

By: 
Name: President
Title: Michael Davidson.


Michael Davidson



Mark Lane

EXHIBIT A

PATENT/PATENT APPLICATION NO.	FILING or GRANT DATE	TITLE
U.S. Patent Application No. 09/348,924	July 6, 1999	Temperature Controlled Case
U.S. Patent No. 6,185,951	February 13, 2001	Temperature Controlled Case
U.S. Provisional Patent Application No. 60/314,196	August 22, 2001	Service Case
U.S. Patent Application No. 10/223,759	August 19, 2002	Service Case
U.S. Patent Application No. 10/223,760	August 19, 2002	Service Case
PCT Patent Application No. PCT/US02/26599	August 20, 2002	Service Case
PCT Patent Application No. PCT/US02/26600	August 20, 2002	Service Case

EXHIBIT B

PATENT APPLICATION OR DISCLOSURE NO.	FILING DATE	TITLE
U.S. Disclosure Document No. 496522	July 3, 2001	Refrigerated Display Case With Gravity Flow and Secondary Coolant
U.S. Provisional Patent Application No. 60/314,196	August 22, 2001	Service Case
U.S. Provisional Patent Application No. 60/351,265	January 23, 2002	Refrigeration System
U.S. Patent Application No. 10/222,767	August 17, 2002	Refrigeration System
Canadian Patent Application No. 2,411,901	November 15, 2002	Refrigeration System

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EXHIBIT C

TRADEMARK APPLICATION NO.	FILING DATE	MARK
U.S. Application No. 76/401,136	April 29, 2002	COOLGENIX
U.S. Application No. 76/401,135	April 29, 2002	PARK AVENUE PRESTIGE
U.S. Application No. 78/297,336	September 8, 2003	PRESTIGE