

3/17/05

Form PTOL-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
DOCKET NO. 210_730.03DIV
MAIL NO. EV387965256US

03-23-2005



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RE	
To the Director of the U.S. Patent and Trademark	
new address(es) below.	
<p>1. Name of conveying party(ies)/Execution Date(s):</p> <p>Ronald D. Upton, Harry A. Brancheau, Robert J. Reese, Eugene Duane Daddis, Jr. and Timothy J. Roberts</p> <p>Execution Date(s) <u>March 15, 2005, February 3, 2005, February 11, 2005, March 11, 2005 and February 15, 2005</u></p> <p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Carrier Commercial Refrigeration, Inc. Address: 9300 Harris Corners Parkway, Suite 200 Charlotte, NC 28269</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____</p>	
<p>4. Application or patent number(s):</p> <p><input type="checkbox"/> This document is being filed together with a new application.</p> <p>A. Patent Application No.(s) 10/960,390 B. Patent No.(s)</p> <p>Additional Numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning this document should be mailed:</p> <p>Name: Dana F. Bigelow</p> <p>Address: WALL MARJAMA & BILINSKI LLP 101 South Salina Street, Suite 400 Syracuse, NY 13202 Telephone: (315) 425-9000 Facsimile: (315) 425-9114</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to charge any deficiency or credit any over payment to Deposit Account No. 50-0289. <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature:</p> <p> Dana F. Bigelow Reg. No. 26,441</p>	<p style="text-align: right;"><u>March 17, 2005</u> Date</p> <p>Total number of pages including cover sheet, attachments, and documents: 7</p>

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the US PTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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JOINT ASSIGNMENT

We, Ronald D. Upton, Harry A. Brancheau, Robert J. Reese, Eugene Duane Daddis, Jr., and Timothy J. Roberts believe that we are the inventors of the subject matter disclosed in the application for patent (hereinafter "the invention or inventions") identified herein as

REFRIGERATED MERCHANDISER WITH FOUL-RESISTANT CONDENSER

and further identified by Attorney Docket Number 210_730.03DIV.

- for which the undersigned has executed an application for patent in the United States of America on _____ and transmitted herewith.
- which application for patent was filed on October 7, 2004 and has been assigned Serial No. 10/960,390 by the United States Patent and Trademark Office.

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, the receipt and sufficiency of which is hereby acknowledged, each of the undersigned agrees to assign, and hereby does assign, transfer and set over to Carrier Commercial Refrigeration, Inc., a corporation incorporated in the State of Delaware, and having a principal place of business at 9300 Harris Corners Parkway, Suite 200, Charlotte, NC 28269, (hereinafter designated as the Assignee) his or her entire right, title and interest in the invention or inventions as represented by the application for patent identified herein (the "application") in the United States, its territories, dependencies and possessions, his or her entire right, title, and interest in the application, and his or her entire right, title and interest in the invention or inventions as regards all other national jurisdictions and international entities that have the power to grant patents, wherever situated, including without limitation all applications for patent which claim priority to and/or the benefit of the subject matter disclosed in the application for patent identified herein, including any provisional application, utility application, design application, and/or plant application, as well as any continuation application, divisional application, continuation-in-part application, reissue application, reexamination application, patent interference proceeding, foreign national application and/or any application filed or to be filed under a patent treaty such as the International Convention for Protection of Industrial Property and/or the Patent Cooperation Treaty, and any Letters Patent which may be granted therefor in any jurisdiction.

In addition to the above assignment, each of the undersigned agrees to execute all papers necessary in connection with the application and any continuing applications, divisional applications, or continuations-in-part thereof, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

Each of the undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

Each of the undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Each of the undersigned agrees to perform all affirmative acts which may be necessary to obtain a grant of a valid United States Patent to the Assignee.

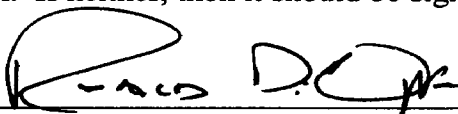
Each of the undersigned hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from said application or any divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he or she has full right to convey the entire interest herein assigned, and that he or she has not executed and will not execute, any agreement in conflict herewith.

Each of the undersigned hereby grants to any duly empowered legal representative, including specifically Thomas J. Wall, Owen D. Marjama, Peter J. Bilinski, George S. Blasiak, Robert E. Purcell, Dana F. Bigelow, Indranil Mukerji, Joseph B. Milstein, R. Stephen Rosenholm, James R. Muldoon, Joel Stettenheim, Thomas T. Aquilla, William W. Habelt and Denis J. Sullivan of WALL MARJAMA & BILINSKI LLP, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or with the rules of any other national or international Patent Office for recordation of this document or a true copy thereof.

In witness whereof, this instrument has been executed by the undersigned on the date opposite the respective name of the undersigned.

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. or (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses.

Date 3-15-05

Signature  (SEAL)
Ronald D. Upton

Date 3-15-05

Notary/Witness Denis Bennett

Date _____

Notary/Witness _____

Date _____

Signature _____ (SEAL)
Harry A. Brancheau

Date _____

Notary/Witness _____

Date _____

Notary/Witness _____

Each of the undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Each of the undersigned agrees to perform all affirmative acts which may be necessary to obtain a grant of a valid United States Patent to the Assignee.

Each of the undersigned hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from said application or any divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he or she has full right to convey the entire interest herein assigned, and that he or she has not executed and will not execute, any agreement in conflict herewith.

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This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. or (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses.

Date _____ Signature _____ (SEAL)
Ronald D. Upton

Date _____ Notary/Witness _____

Date _____ Notary/Witness _____

Date 2-3-05 Signature Harry A. Brancheau (SEAL)
Harry A. Brancheau

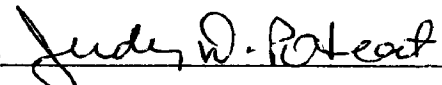
Date 2-3-05 Notary/Witness Doris E. Bennett

Date 2-3-05 Notary/Witness Elizabeth J. Jumper

Date 2/11/05

Signature  (SEAL)
Robert J. Reese

Date 2/11/05

Notary/Witness 

Date _____

Notary/Witness _____

Date _____

Signature _____ (SEAL)
Eugene Duane Daddis, Jr.

Date _____

Notary/Witness _____

Date _____

Notary/Witness _____

Date _____

Signature _____ (SEAL)
Timothy J. Roberts

Date _____

Notary/Witness _____

Date _____

Notary/Witness _____

Date _____

Signature _____ (SEAL)
Robert J. Reese

Date _____

Notary/Witness _____

Date _____

Notary/Witness _____

Date 3/11/05

Signature Eugene Duane Daddis, Jr. (SEAL)
Eugene Duane Daddis, Jr.

Date 3/11/05

Notary/Witness Stephen Kennedy

Date _____

Notary/Witness _____

Date _____

Signature _____ (SEAL)
Timothy J. Roberts

Date _____

Notary/Witness _____

Date _____

Notary/Witness _____

Date _____

Signature _____ (SEAL)
Robert J. Reese

Date _____

Notary/Witness _____

Date _____

Notary/Witness _____

Date _____

Signature _____ (SEAL)
Eugene Duane Daddis, Jr.

Date _____

Notary/Witness _____

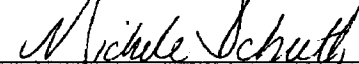
Date _____

Notary/Witness _____

Date 2-15-05

Signature  _____ (SEAL)
Timothy V. Roberts

Date 2/15/05

Notary/Witness  _____

Date 2-15-05

Notary/Witness  _____