### PATENT ASSIGNMENT

#### Electronic Version v1.1
#### Stylesheet Version v1.1

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<tr>
<th>SUBMISSION TYPE:</th>
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<td>NATURE OF CONVEYANCE:</td>
<td>ASSIGNMENT</td>
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#### CONVEYING PARTY DATA

<table>
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<tr>
<th>Name</th>
<th>Execution Date</th>
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<td>Aerolator Systems, Inc.</td>
<td>05/12/2004</td>
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#### RECEIVING PARTY DATA

<table>
<thead>
<tr>
<th>Name</th>
<th>Foodservice Equipment Engineering, LLC</th>
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<tbody>
<tr>
<td>Street Address</td>
<td>3 South Royal Street</td>
</tr>
<tr>
<td>Internal Address</td>
<td>Suite 300</td>
</tr>
<tr>
<td>City</td>
<td>Mobile</td>
</tr>
<tr>
<td>State/Country</td>
<td>ALABAMA</td>
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<tr>
<td>Postal Code</td>
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#### PROPERTY NUMBERS Total: 1

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<tr>
<td>Patent Number</td>
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#### CORRESPONDENCE DATA

- Fax Number: (225)336-5220
- Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
- Phone: 225-336-5200
- Email: warner.delaune@arlaw.com
- Correspondent Name: Warner J. Delaune
- Address Line 1: 450 Laurel Street
- Address Line 2: Suite 1900
- Address Line 4: Baton Rouge, LOUISIANA 70801

#### ATTORNEY DOCKET NUMBER: 2340-21

#### NAME OF SUBMITTER: Warner J. Delaune, Jr.

Total Attachments: 4
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source=Bill of Sale - US 5320088#page2.tif
BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made by and between Aerolator Systems, Inc., a North Carolina corporation ("Assignor"), and Foodservice Equipment Engineering, LLC, an Alabama limited liability company ("Assignee") pursuant to that certain Asset Purchase Agreement made by and between Assignor, Assignee, and GMN Partnership, a North Carolina partnership ("GMN"), dated May 12, 2004 ("Asset Purchase Agreement"). All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

RECITALS

WHEREAS, Assignor is generally engaged in the business of restaurant equipment manufacturing and supplies ("Business"); and

WHEREAS, Assignee is generally engaged in the business of restaurant equipment manufacturing and supplies; and

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignee shall acquire certain real estate and a building located at 2716 Chamber Drive, Monroe, North Carolina ("Premises"), which was formerly leased to Assignor for the operation of the Business; and

WHEREAS, Assignee desires to acquire certain personal and intangible property assets of Assignor located at 2716 Chamber Drive, Monroe, North Carolina and otherwise formerly utilized in the operation of the Business; and

WHEREAS, the Assignor desires to transfer and assign to the Assignee all of the Assignor's right, title, and interest in and to the accounts receivable, personal property and intangible property assets used in operating the Business; and

WHEREAS, the Assignor and Assignee desire to execute and deliver this Assignment in order to more fully effectuate the transfer and delivery of said Assets (as defined herein) in accordance with the terms of the Asset Purchase Agreement, subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants contained in the Asset Purchase Agreement and herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Assignor and the Assignee do hereby agree as follows:
Section 1. Definitions.

"Assets" shall mean all of the personal property and intangible property of the Assignor owned or used in connection with the Business, including, but not limited to, all of the right, title and interest of the Assignor in and to or derived under the following:

(a) all machinery, equipment, tools, vehicles, furniture, fixtures, furnishings, leasehold improvements, goods, and other tangible personal property; and

(b) all prepaid items, unbilled costs and fees, and work in progress; and

(c) accounts, notes, and other receivables, but not including those excluded under the Asset Purchase Agreement; and

(d) all supplies and inventories and office and other supplies; and

(e) to the extent permitted by applicable law, all rights under any written or oral contract, agreement, lease, plan, instrument, registration, license, certificate of occupancy, other permit or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization; and

(f) all rights under any patent, trademark, service mark, trade name, or copyright, whether registered or unregistered, and any applications thereof; and

(g) all technologies, methods, formulations, data bases, trade secrets, know-how, inventions, and other intellectual property used in the Business or under development; and

(h) all computer software (including documentation and related object and source codes); and

(i) all rights all rights or choses in action arising out of occurrences before or after the Closing, including without limitation all rights under express or implied warranties relating to the Assets, except as excluded on Schedule 1.1.2 of the Asset Purchase Agreement; and

(j) All assets and properties reflected on the Closing Balance Sheet as defined in Section 1.5 of the Asset Purchase Agreement; and

(k) All information, files, records, data, plans, contracts, and recorded knowledge, including customer and supplier lists, related to the foregoing.

"Assumed Liabilities" shall mean all liabilities and obligations of Assignor listed on Schedule 1.4.1 to the Asset Purchase Agreement.
Section 2. Transfer of the Assets; Assumption of Liabilities

(a) Assignment. Assignor does hereby BARGAIN, SELL, ASSIGN, CONVEY, TRANSFER, DELIVER and WARRANT unto the Assignee, its successors and assigns, forever, all of the Assets effective as of 11:59 pm, Central Time, on the date hereof.

TO HAVE AND TO HOLD the Assets unto the Assignee, its successors and assigns, forever, free and clear of all claims, liens, security interests, charges, leases, encumbrances, licenses or sublicenses and other restrictions of any kind and nature, other than liens for current taxes not yet due and payable.

(b) Assumption of Liabilities. Effective as of 11:59 pm, Central Time, on the date hereof, Assignee does hereby assume and agree to pay, perform and discharge all Assumed Liabilities. All other obligations and liabilities of the Assignor (whether known or unknown, matured or unmatured, or fixed or contingent) shall remain and be the obligations and liabilities of such Assignor.

Section 3. Miscellaneous

(a) Further Assurances. From and after the date hereof, the Assignor, without further consideration, shall execute, deliver and record or cause to be executed, delivered and recorded such good other instruments of conveyance, assignment, transfer and delivery and shall take such other actions as the Assignee may request in order to more effectively transfer, convey, assign and deliver to the Assignee, and to place Assignee in possession and control of, any of the Assets, or to enable the Assignee to exercise and enjoy all rights and benefits of the Assignor with respect thereto.

(b) Binding Effect. This Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

(c) Construction. All section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and shall in no way define, limit, extend, or describe the scope or intent of any provisions hereof. Except to the extent otherwise stated in this Assignment, references to "Sections" are to Sections of this Assignment. All words used in this Assignment shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto" or "hereunder" or similar terms shall be deemed to refer to this Assignment as a whole and not to a particular Section.

(d) Governing Law. This Assignment shall be construed, interpreted and governed in accordance with the laws of the State of North Carolina.

(e) Counterparts. This Assignment may be executed in any number of counterparts,
each of which shall be deemed to be an original instrument and all of which, when taken together, shall be deemed to constitute one and the same instrument.

(f) Entire Agreement. This Assignment and the Contribution Agreement represent the entire agreement between the parties with respect to the subject matter hereof, and may not be modified, amended or terminated except by a written instrument specifically referring to this Assignment signed by the party to be so bound by such modification, amendment or termination.

EXECUTED to be effective as of the 12th day of May, 2004.

ASSIGNOR:

Aerolator Systems, Inc.

By: [Signature]
Name: Janet B. Griffin
As its: President

ASSIGNEE:

Foodservice Equipment Engineering, LLC

By: [Signature]
Name: Kathy P. Sherman
As its: Vice President