

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Carrier Commercial Refrigeration, Inc.	06/29/2007
RECEIVING PARTY DATA	
Name:	Carter Hoffman, LLC
Street Address:	1209 Orange Street
Internal Address:	Corporation Trust Center
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11431235
Patent Number:	7102103
CORRESPONDENCE DATA	
Fax Number:	(248)988-8363
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248-988-8360
Email:	aspaulding@cgolaw.com
Correspondent Name:	Karin H. Butchko
Address Line 1:	400 West Maple Road, Suite 350
Address Line 2:	Carlson, Gaskey & Olds, P.C.
Address Line 4:	Birmingham, MICHIGAN 48009
ATTORNEY DOCKET NUMBER:	60246-628 GEN
NAME OF SUBMITTER:	Karin H. Butchko
Total Attachments: 7	
source=Executed_Assignment#page1.tif	

CH \$80.00 11431235

500311907

PATENT
REEL: 019541 FRAME: 0001

source=Executed_Assignment#page2.tif
source=Executed_Assignment#page3.tif
source=Executed_Assignment#page4.tif
source=Executed_Assignment#page5.tif
source=Executed_Assignment#page6.tif
source=Executed_Assignment#page7.tif

PATENT ASSIGNMENT

This Assignment is effective as of the 29th day of June, 2007, by Carrier Commercial Refrigeration, Inc., a Delaware corporation (the "Assignor"), to Carter Hoffmann, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those patents and patent applications identified and set forth on *Schedule A* (the "Patents");

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Patents;

WHEREAS, Assignor and Assignee have entered into a certain Carter-Hoffmann Asset Purchase Agreement dated as of June 29, 2007, pursuant to the terms of which Assignor agreed to and did assign all right, title and interest of Assignor in and to the Patents to Assignee, and pursuant to which Assignor assigned the entire business associated with the Patents to Assignee, and whereby Assignee is successor to the business of the Assignor to which the Patents pertain;

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee; and

WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record in the U.S. Patent and Trademark Office and with any other appropriate foreign or international office or registrar.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, and Assignee does hereby accept, the entire right, title and interest in and to the Patents including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the effective date of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent thereon to Assignee, as assignee of the entire right, title

and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (2) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (3) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 29th day of June, 2007.

CARRIER COMMERCIAL REFRIGERATION,
INC.

By: Tracy Heaton

Name: Tracy Heaton

Its: Authorized Signatory

CARTER HOFFMANN, LLC

By: _____

Name: _____

Its: _____

06/29/2007 02:05 16477411689

MIDDLEBY

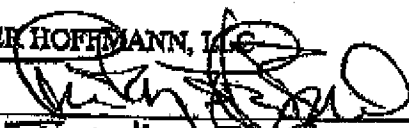
PAGE 09/15

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 29th day of June, 2007.

CARRIER COMMERCIAL REFRIGERATION,
INC.

By: _____
Name: _____
Its: _____

CARTER HOFFMANN, LLC

By: 
Name: Timothy Fitzgerald
Its: CHIEF FINANCIAL OFFICER

STATE OF Connecticut,
COUNTY OF Hartford }

SS. Farmington

On this 29th day of June, 2007, there appeared before me
Tracey Heaton, personally known to me, who acknowledged that he signed the foregoing
Assignment as his voluntary act and deed on behalf and with full authority of
Carrier Commercial Refrigeration, Inc.

Caroline A. Borkoski

Notary Public

CAROLINE A. BORKOSKI

Notary Public

My Commission Expires July 31, 2009

STATE OF

COUNTY OF

SS.

On this 29th day of JUNE, 2007, there appeared before me
Timothy Fitzgerald, personally known to me, who acknowledged that he signed the foregoing
Assignment as his voluntary act and deed on behalf and with full authority of
CARTER HOFFMAN INC.

Cynthia Whittles
Notary Public



SCHEDULE A

Country	Patent Number	Sequence Number	Title
			FD Series Fry Dump Station
PCT		PCT/US2006/032983	Chip warmer door design, esthetics, the interaction between chip diverter and door stop, and open door stop and chip drawer.
Canada		2,515,798	Banquet Cart
China		200480010056X	Banquet Cart Including Heat Retention Material
EPO		4707736.7	Banquet Cart
Mexico		PA05008620	Banquet Cart
US		11,431,235	Banquet Cart Including Heat Retention Material
US	7,102,103		Banquet Cart Including Heat Retention Material
US	4,776,317		Cabinet for treatment of bulk food items
US	4,832,422		One-piece drawer with integral guide structure
US	4,834,470		Food service cabinet with self-closing door
US	4,835,368		Food treatment cabinet with flash
US	5,276,309		Food conditioning chest
US	5,421,481		Self-biasing system

PATENT

RECORDED: 07/11/2007

REEL: 019541 FRAME: 0009