

09-23-1998

MAD
9-23-98



100784178

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

ASSIGNMENT
98 SEP 23 11:11 AM '98
RECEIVED

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name URD, INC.

9/18/98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name PNC BANK, NATIONAL ASSOCIATION

DBA/KA/TA PNC BANK - acting as "Collateral Agent," (See attached list)

Composed of _____

Address (line 1) 1600 Market Street

Address (line 2) _____

Address (line 3) Philadelphia

Pennsylvania

19109

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Nationally Chartered Bank

09/24/1998 JSH/DAZZ 00000014 02255 73000046 FOR OFFICE USE ONLY

01 FC:461 40.00 CH
02 FC:462 175.00 CH
03 FC:464 120.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1755 FRAME: 0900



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

215 569 5619

Name

TIMOTHY D. PECSENYE, ESQ.

Address (line 1)

BLANK ROME COMISKY & McCAULEY

Address (line 2)

ONE LOGAN SQUARE

Address (line 3)

PHILADELPHIA, PA 19103

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

18

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

73/800,046

739,362

789,062

857,032

1,437,067

992,472

1,197,795

1,331,909

Number of Properties

Enter the total number of properties involved.

#

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

445.00

Method of Payment:

Enclosed

Deposit Account

*(Includes expedited recordation fee)

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

02-2555

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

TIMOTHY D. PECSENYE, ESQ.

Name of Person Signing



Signature

9-22-98

Date Signed



RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

*(See attachment with contin. conveying parties)

* Execution Date
Month Day Year

Name NATIONAL REFRIGERANTS, INC.

9/18/98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Pennsylvania

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name PNC Bank, N.A. acting as a Collateral Agent (See attached listing of parties)

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2) 1600 Market Street

Address (line 3) Philadelphia Pennsylvania 19109
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Citizenship/State of Incorporation/Organization US - Nationally Chartered Bank

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)



**CONTINUATION SHEET IDENTIFYING THE CONVEYING
AND RECEIVING PARTIES
FOR RECORDAL OF SECURITY AGREEMENT RELATING TO TRADEMARKS**

Conveying Parties Continued from Coversheet:

NATIONAL REFRIGERANTS, INC.

Corporation Type: Corporation
Address: 11401 Roosevelt Boulevard, Philadelphia, PA 19154
Citizenship/State of Incorporation: Pennsylvania
Execution Date: September 18, 1998

UNITED REFRIDGERATION, INC.

Corporation Type: Corporation
Address: 11401 Roosevelt Boulevard, Philadelphia, PA 19154
Citizenship/State of Incorporation: Pennsylvania
Execution Date: September 18, 1998

NATIONAL REFRIGERATION AND AIR CONDITIONING PRODUCTS, INC.

Corporation Type: Corporation
Address: 11401 Roosevelt Boulevard, Philadelphia, PA 19154
Citizenship/State of Incorporation: Pennsylvania
Execution Date: September 18, 1998

UNITED REFRIGERATION LIMITED

Corporation Type: Corporation
Address: 11401 Roosevelt Boulevard, Philadelphia, PA 19154
Citizenship/State of Incorporation: United Kingdom
Execution Date: September 18, 1998

NATIONAL REFRIGERANTS (BERMUDA) LTD.

Corporation Type: Corporation
Address: 11401 Roosevelt Boulevard, Philadelphia, PA 19154
Citizenship/State of Incorporation: Bermuda
Execution Date: September 18, 1998

BALLY REFRIGERATED BOXES, INC.

Corporation Type: Corporation
Address: 11401 Roosevelt Boulevard, Philadelphia, PA 19154
Citizenship/State of Incorporation: Pennsylvania
Execution Date: September 18, 1998

NATIONAL REFRIGERANTS OF AMERICA LIMITED

Corporation Type: Corporation
Address: 11401 Roosevelt Boulevard, Philadelphia, PA 19154
Citizenship/State of Incorporation: United Kingdom
Execution Date: September 18, 1998

NATIONAL REFRIGERANTS FRANCE S.A.R. L.

Corporation Type: Corporation
Address: 11401 Roosevelt Boulevard, Philadelphia, PA 19154
Citizenship/State of Incorporation: France
Execution Date: September 18, 1998

UNITED REFRIGERATION FRANCE S.A.R.L.

Corporation Type: Corporation
Address: 11401 Roosevelt Boulevard, Philadelphia, PA 19154
Citizenship/State of Incorporation: France
Execution Date: September 18, 1998

COMPTOIR FRIGORIFIQUE DU SUD-EST COFRISSET S.A.

Corporation Type: Corporation
Address: 11401 Roosevelt Boulevard, Philadelphia, PA 19154
Citizenship/State of Incorporation: French
Execution Date: September 18, 1998

UNITED REFRIGERATION COMPANY OF CANADA, LTD.

Corporation Type: Corporation
Address: 11401 Roosevelt Boulevard, Philadelphia, PA 19154
Citizenship/State of Incorporation: Ontario, Canada
Execution Date: September 18, 1998

Receiving Parties Continued:

PNC BANK, NATIONAL ASSOCIATION *

Corporation Type: National Association

Address: 1600 Market Street, Philadelphia, PA 19109

Citizenship/State of Incorporation: Nationally Chartered Bank

Execution Date: September 18, 1998

PNC BANK, N.A. — Acting as “Collateral Agent” for the following entities:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

ALLSTATE LIFE INSURANCE COMPANY

THE FRANKLIN LIFE INSURANCE COMPANY

AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY

THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK

ALL AMERICAN LIFE INSURANCE COMPANY

LIFE REASSURANCE CORPORATION OF AMERICA

KZH SOLEIL-2 LLC

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of the 18th day of September, 1998, by and among URD, INC., NATIONAL REFRIGERANTS, INC., UNITED REFRIGERATION, INC., NATIONAL REFRIGERATION & AIR CONDITIONING PRODUCTS, INC., UNITED REFRIGERATION LIMITED, NATIONAL REFRIGERANTS (BERMUDA) LTD., BALLY REFRIGERATED BOXES, INC., NATIONAL REFRIGERANTS OF AMERICA LIMITED, NATIONAL REFRIGERANTS FRANCE S.A.R.L., UNITED REFRIGERATION FRANCE S.A.R.L. WITH A CAPITAL OF FRF 13,050,000 AND COMPTOIR FRIGORIFIQUE DU SUD-EST-COFRISSET S.A. WITH A CAPITAL OF FRF 3,037,000, and UNITED REFRIGERATION COMPANY OF CANADA LTD. (collectively, the "Grantors") and delivered to PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity the "Grantee") under the Collateral Agency Agreement, dated as of September 18, 1998 (as amended, modified or restated from time to time the "Collateral Agency Agreement"), among each of the Grantors and ; THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, ALLSTATE LIFE INSURANCE COMPANY, THE FRANKLIN LIFE INSURANCE COMPANY, AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY, THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK, ALL AMERICAN LIFE INSURANCE COMPANY, LIFE REASSURANCE CORPORATION OF AMERICA, KZH SOLEIL-2 LLC, THE COLLATERAL AGENT, and PNC BANK, NATIONAL ASSOCIATION, IN ITS INDIVIDUAL CAPACITY.

BACKGROUND

A. This Agreement is being executed in connection with the Collateral Agency Agreement, under which Grantors are granting to Grantee a lien on and security interest in certain assets of Grantors associated with or relating to products leased or sold or services provided under Grantors' comprised of trademarks, trade names, and the goodwill associated therewith, and under which Grantee is entitled to foreclose or otherwise deal with such assets, trademarks, trade names, and goodwill under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Collateral Agency Agreement.

TRADEMARK

REEL: 1755 FRAME: 0906



B. Grantors have adopted, used and are using (or have filed for the registration of) the trade names and trademarks (collectively, "Trademarks"); and goodwill associated therewith ("Goodwill") listed on Schedule "A" attached hereto and made part hereof (all such Trademarks, applications and Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Collateral Agency Agreement, Grantee is acquiring a lien on, and security interest in, the Assets and the registration thereof, as security for all of Grantors' Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Collateral Agency Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Grantors' Obligations, Grantors grant a lien and security interest to Grantee in all of their present and future right, title and interest in and to the Assets, and the registration thereof, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantors hereby covenant and agree to maintain the Assets in full force and effect until all of Grantors' Obligations are satisfied in full.

3. Grantors represent, warrant and covenant that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Grantors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens,

claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Grantors not to sue third persons;

(d) Grantors have the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Grantors have complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§ 1051-1127, and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule "A" constitute all of the Assets, now owned by any of the Grantors. If, before all Obligations shall have been satisfied in full and the Collateral Agency Agreement shall have been terminated, Grantors shall (i) obtain rights to any new trademarks and all the goodwill associated therewith; (ii) become entitled to the benefit of any trademark application and all the goodwill associated therewith, or (iii) become entitled to the benefit of any common law trademarks and all the goodwill associated therewith, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Assets. Grantors shall give Grantee prompt written notice thereof along with an amended Schedule "A."

4. Grantors further covenant that until all of Grantors' Obligations have been satisfied in full, they will not enter into any agreement, including without limitation, license agreements or options, which are inconsistent with Grantors' obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. Prior to an acceleration, Grantors shall continue to have the exclusive right to use the Assets and Grantee shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Grantors agree not to sell, license, grant any option, assign or further encumber their rights and interest in the Assets without prior written consent of Grantee, which shall not be unreasonably withheld.

7. After an Acceleration, the Grantee may take all action permitted under the Collateral Agency Agreement or permitted by

law, in its exclusive discretion, to foreclose upon the Assets Grantors hereby authorize and empower Grantee, its successors and assigns, and any officer or agent of Grantee as Grantee may select, in its exclusive discretion, as Grantors' true and lawful attorney-in-fact, to endorse Grantors' names on all applications, assignments, documents, papers and instruments necessary for Grantee to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Grantee to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. This power of attorney shall be irrevocable for the life of this Agreement, the Collateral Agency Agreement, and until all Grantors' Obligations are satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Collateral Agency Agreement and may not be modified without the written consent of the party against whom enforcement is being sought, which shall not be unreasonably withheld.

9. All rights and remedies herein granted to Grantee shall be in addition to any rights and remedies granted under the Collateral Agency Agreement. In the event of an inconsistency between this Agreement and the Collateral Agency Agreement, the language of the Collateral Agency Agreement shall control.

10. Upon Grantors' performance of all of the obligations under the Collateral Agency Agreement and full and unconditional satisfaction of all of Grantors' Obligations, Grantee shall execute and deliver to Grantors all documents reasonably necessary to terminate Grantee's security interest in the Assets.

11. Any and all of Grantee's reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Grantee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets,

or defending, protecting or enforcing Grantee's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Grantors on demand by Grantee and until so paid shall be added to the principal amount of Grantors' Obligations and shall bear interest at the contractual per annum rate prescribed in the Loan Agreement.

12. Subject to the terms of the Collateral Agency Agreement, Grantors shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until Grantors' Obligations shall have been satisfied in full, to preserve and maintain all rights in the Assets, and upon reasonable request of Grantee, Grantors shall make federal application on registrable but unregistered trademarks belonging to Grantee. Any reasonable expenses incurred in connection with such applications shall be borne by Grantors. The Grantors shall not abandon any trademark application, or allow to be canceled any trademark registration, without the prior written consent of the Grantee, which shall not be unreasonably withheld.

13. Prior to an Acceleration, Grantors shall have the right to bring suit in their own names to enforce the Assets, in which event Grantee may, if Grantors reasonably deem it necessary, be joined as a nominal party to such suit if Grantee shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Grantors shall promptly, upon demand, reimburse and indemnify Grantee for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Grantee in the fulfillment of the provisions of this paragraph.

14. After and Acceleration, Grantee may, without any obligation to do so, complete any obligation of Grantors hereunder, in Grantors' names or in Grantee's name, but at Grantors' expense, and Grantors hereby agree to reimburse Grantee in full for all reasonable costs and expenses, including attorneys' fees, incurred by Grantee in protecting, defending and maintaining the Assets.

15. No course of dealing between Grantors and Grantee nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Grantee's rights and remedies with respect to the Assets, whether established hereby or by the Collateral Agency Agreement, or by any other future agreements

between Grantors and Grantee or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

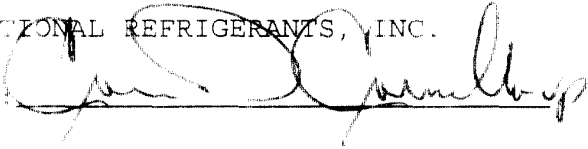
19. Grantors and Grantee each waive any and all rights they may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

GRANTORS:

NATIONAL REFRIGERANTS, INC.

By:



UNITED REFRIGERATION, INC.

By:



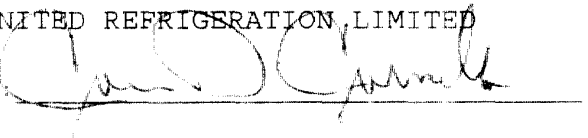
NATIONAL REFRIGERATION & AIR
CONDITIONING PRODUCTS, INC.

By:



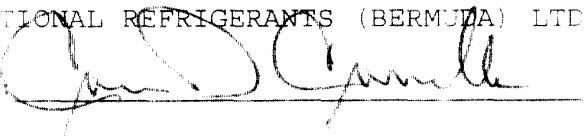
UNITED REFRIGERATION LIMITED

By:



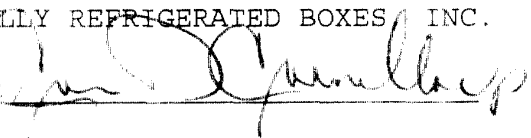
NATIONAL REFRIGERANTS (BERMUDA) LTD.

By:



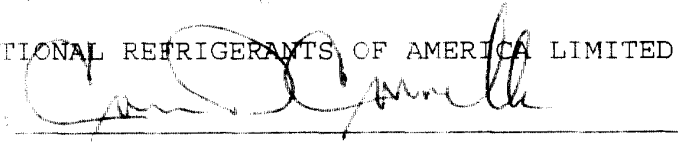
BALLY REFRIGERATED BOXES INC.

By:



NATIONAL REFRIGERANTS OF AMERICA LIMITED

By:



NATIONAL REFRIGERANTS, FRANCE S.A.R.L.

By: 

UNITED REFRIGERATION FRANCE S.A.R.L.
WITH A CAPITAL OF FRF 13,050,000

By: 

COMPTOIR FRIGORIFIQUE DU SUD-EST-COFRISSET
S.A. WITH A CAPITAL OF FRF, 3,037,000

By: 

United Refrigeration of Canada Ltd.

By: 

Approved and Accepted:

PNC BANK, NATIONAL ASSOCIATION
Collateral Agent,

By: 

Schedule A
 TRADENAMES, TRADEMARKS, COPYRIGHTS AND PATENTS

<u>TRADENAME</u> <u>NO. REGISTRATION</u>	<u>REGISTRATION NO.</u> <u>DATE</u>
United Refrigeration, Inc.	Common Law
National Refrigerants, Inc.	Common Law
National Refrigeration & Air Conditioning Products, Inc.	Common Law
Bally Refrigerated Boxes, Inc.	Common Law
National Refrigeration (Bermuda) Ltd.	Common Law
United Refrigeration, Ltd.	Common Law
National Refrigerants of America, Ltd.	Common Law
United Refrigeration France S.A.R.L.	Common Law
National Refrigerants France S.A.R.L.	Common Law
Cofriset, Inc.	Common Law

<u>TRADEMARKS</u> <u>REGISTRATION</u>	<u>REGISTRATION NO.</u> <u>DATE</u>
URI (Block letters and Stylized)	Common Law
United Refrigeration (Block letters and Stylized)	Common Law
UR (Block letter and Stylized)	Common Law
National Refrigerants (Block letters and Stylized)	Common Law
NRI (Block letters and Stylized)	Common Law
Bally (See Attached list- purchased from Bally Engineered Structures, Inc.)	6/28/95
NRAC (Block letters and Stylized)	Common Law
Trenton Refrigeration Products (Block letters and Stylized)	Common Law
Continental Refrigerator (Block letters and Stylized)	Common Law
CRC (Block letters and Stylized)	Common Law
National Comfort Products (U.S. Trademark)	1,706,529
NCP (Block letters and Stylized)	Common Law
NRA (Block Letters and Stylized)	Common Law
National Refrigeration Products (Block letters and Stylized)	Common Law
NRP (Block letters and Stylized)	Common Law

<u>TRADEMARK</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
SPEED-LOK	BALLY	739,362	10/16/62 (Renewed 10/16/82)
B (within a square)	BALLY	789,062	5/6/65 (Renewed 5/4/85)
BALLY	BALLY	857,032	9/17/68 (Renewed 9/17/88)
BALLY	BALLY	1,437,067	4/21/87
DATA-SHIELD	BALLY	992,472	9/3/74
THERMOBALANCE	BALLY	1,197,795	6/15/82
THERMOWELD	BALLY	1,331,909	4/23/85
NORTHWIND 1000	BALLY	Pending Serial Application No. 73/800.046	Application Filed 5/15/89

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 18th of SEPTEMBER, 1998,
before me personally appeared CARMEN CAROSELLA, to me known and
being duly sworn, deposes and says that he/~~she~~ is an
authorized officer of each of URD, INC., NATIONAL REFRIGERANTS,
INC., UNITED REFRIGERATION, INC., NATIONAL REFRIGERATION & AIR
CONDITIONING PRODUCTS, INC., UNITED REFRIGERATION LIMITED, NATIONAL
REFRIGERANTS (BERMUDA) LTD., BALLY REFRIGERATED BOXES, INC.,
NATIONAL REFRIGERANTS OF AMERICA LIMITED, NATIONAL REFRIGERANTS
FRANCE S.A.R.L., UNITED REFRIGERATION FRANCE S.A.R.L. WITH A
CAPITAL OF FRF 13,050,000 AND COMPTOIR FRIGORIFIQUE DU SUD-EST-
COFRISSET S.A. WITH A CAPITAL OF FRF 3,037,000, and UNITED
REFRIGERATION OF CANADA LTD. (collectively, the "Grantors")
respectively, the Grantors described in the foregoing Agreement;
that he/~~she~~ knows the seal of the corporation; that the seal so
affixed to the Agreement is such corporate seal; that he/~~she~~ signed
the Agreement and affixed the seal of the corporation thereto as
such officer pursuant to the authority vested in him/~~her~~ by law;
that the within Agreement is the voluntary act of such corporation;
and such corporations desire the same to be recorded as such.


Notary Public

My Commission Expires:

NOTARIAL SEAL
SHELDON BENDER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 25, 2002

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA
STATE OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA

On this 18th day of SEPTEMBER, 1998, before me personally appeared JEANNE HANSON to me known and being duly sworn, deposes and says that s/he is a Vice President of PNC BANK, NATIONAL ASSOCIATION, the Grantee described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.


Notary Public

My Commission Expires:

NOTARIAL SEAL
SHELDON BENDER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 25, 2002