

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Carrier Corporation | | 05/26/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Carrier Commercial Refrigeration, LLC | | |
| Street Address: | 9300 Harris Corner Parkway | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28269 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1449538 | NO TOUCH | |
| Registration Number: | 1449534 | AIRSPEED | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (203)327-6401 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 203 327 4500 | | |
| Email: | trademark@ogrp.com | | |
| Correspondent Name: | Ohlandt, Greeley, Ruggiero & Perle, LLP | | |
| Address Line 1: | One Landmark Square | | |
| Address Line 2: | 10th Floor | | |
| Address Line 4: | Stamford, CONNECTICUT 06901 | | |
| ATTORNEY DOCKET NUMBER: | 0003667UST1 | | |
| NAME OF SUBMITTER: | Terrence J. McAllister | | |
| Signature: | /OGRP-CNR-TJM-JMM/ | | |

CH \$65.00 1449538

Date:

06/06/2007

Total Attachments: 3

source=Carrier Assignment#page1.tif

source=Carrier Assignment#page2.tif

source=Carrier Assignment#page3.tif

TRADEMARK ASSIGNMENT

This assignment ("Assignment") is made by Carrier Corporation, a Delaware corporation, located at One Carrier Place, Farmington, Connecticut 06034-4015 ("Seller"), and Carrier Commercial Refrigeration, LLC, a Delaware corporation located at 9300 Harris Corner Parkway, Charlotte, North Carolina 28269 ("Buyer").

WITNESSETH:

Whereas, for good and valuable consideration, Seller has agreed to sell, assign and transfer to Buyer certain Assets pertaining to the business of Carrier Corporation, including the Trademarks.

Whereas, Seller is the owner, free and clear of all encumbrances, of all right, title and interest in and to the trademark registrations and applications for trademark registrations in the United States and other countries as set forth in Schedule A attached hereto (the "Trademarks"); and

Whereas, pursuant to the Agreement, Seller and Buyer have provided for the sale, assignment and transfer of certain Assets, including the Trademarks to Buyer.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign and transfer to Buyer, its successors and assigns:

1. Any and all of its right, title and interest throughout the world in, to and under the Trademarks, together with the goodwill symbolized by each of the Trademarks.
2. Seller agrees, for itself and its successors and assigns, hereafter to execute all other instruments, and to do all acts reasonably necessary or proper to secure the recordation of Trademarks in the name of Buyer in the patent and/or trademark offices of the appropriate countries listed in Schedule A and to otherwise give full effect to and perfect the rights of Buyer under this Assignment. All rights and privileges, including the right to sue for past infringement, granted and secured by any of the items assigned to Buyer under this Assignment, will be held and enjoyed by Buyer, its successors, assigns and other legal representatives.
3. This Assignment is in addition to, and in no manner shall limit the terms or provisions of, any other assignment by Seller of the acquired Assets to Buyer pursuant to the Agreement.
4. This Trademark Assignment is being delivered pursuant to the Agreement and shall be construed consistently therewith.
5. Seller hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

IN WITNESS WHEREOF, Seller and Buyer execute this Trademark Assignment effective on the latter of the dates noted below.

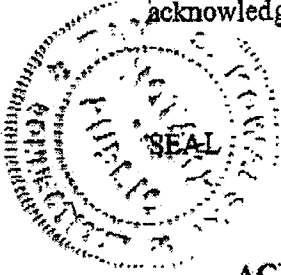
Carrier Corporation

By: [Signature]
Name: Peter A. DeStaffan
Title: Assistant Secretary

Date: 26-May-2005

State of Connecticut,
County of Hartford

On this 26 day of May, 2005 before me personally appeared Peter A. DeStaffan personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.



Tami S. Kowalski
Notary Public
My Commission Expires:
Tami S. Kowalski
NOTARY PUBLIC
State of Connecticut
My Commission Expires 5/31/08

ACKNOWLEDGED:

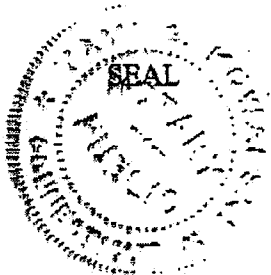
Carrier Commercial Refrigeration, LLC

By: [Signature]
Name: BRYAN D. ROCKWELL
Title: ASSISTANT SECRETARY

Date: 5/26/05

State of Connecticut,
County of Hartford

On this 26 day of May, 2005 before me personally appeared Bryan D. Rockwell personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.



Tami S. Kowalski
Notary Public
My Commission Expires:
Tami S. Kowalski
NOTARY PUBLIC
State of Connecticut
My Commission Expires 5/31/08

U.S. TRADEMARKS

| Trademark | Application No. | Reg. No. | File No. |
|-----------------|-----------------|----------|----------|
| ACCUPRESFI | 76/565,748 | 2918625 | 1213T005 |
| AIREWAYE | 78/514,310 | | 1213T715 |
| AIRSPEED | 73/633,474 | 1449534 | 1213T004 |
| ALLEGRO | 78/514,306 | | 1213T653 |
| CARTER-HOFFMANN | 75/810,945 | 2554669 | 1213T009 |
| CH | 75/810,946 | 2513958 | 1213T008 |
| NO TOUCH | 73/638,798 | 1449538 | 1213T003 |
| WORLD WIND | 74/004,851 | 1606320 | 1213T006 |