

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

1803-325 (6)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kysor Industrial Corporation

- Individual(s)
- General Partnership
- Corporation- State: Michigan Corp.
- Other _____

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A. as agent

Internal Address: _____

Street Address: 10 S. Dearborn

City: Chicago

State: IL

Country: USA Zip: 60603

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Association Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 17, 2008

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165

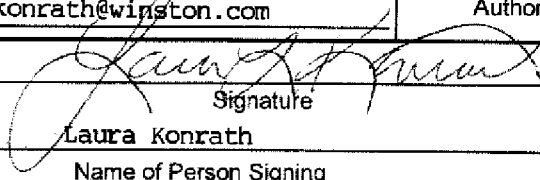
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:


Signature
Laura Konrath
Name of Person Signing

3/18/09
Date

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$165.00 232428 77466557

Continuation Item 4

SCHEDULE A

U.S. MARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
E-LINE	2,626,438	9/24/2002
EKO & Design	77/466,557 (App.)	5/6/2008 (App.)
KYSOR & Design	1,117,129	5/1/1999
KYSOR/WARREN	1,590,738	4/10/1990
LIQUICATOR	1,372,317	11/26/1985
RHINO TOUGH	2,732,892	7/1/2003

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EXECUTION VERSION 6

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Kysor Industrial Corporation, a Michigan profit corporation (the "Grantor") with principal offices at 2400 South 44th Street, Manitowoc, Wisconsin 54220, hereby assigns and grants to JPMorgan Chase Bank, N.A., as Collateral Agent, with offices at 10 South Dearborn Street, Floor 07, Chicago, Illinois 60603-2003 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 14, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and

EXECUTION VERSION


provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]



IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
day of December, 2008.

KYSOR INDUSTRIAL CORPORATION,
as Grantor

By: 
Name: David Frase
Title: President

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

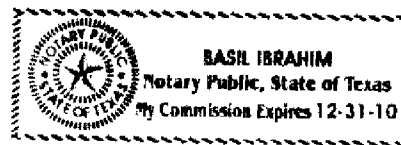
By: _____
Name:
Title:

STATE OF TEXAS)
) ss:
COUNTY OF TARRANT)

On this 17th day of December 2008, before me personally came David Frase, who, being by me duly sworn, did state as follows: that he is President of Kysor Industrial Corporation, that he is authorized to execute the foregoing Grant on behalf of Kysor Industrial Corporation and that he did so by authority of the Board of Directors of Kysor Industrial Corporation.



Notary Public



IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
___ day of December, 2008.

KYSOR INDUSTRIAL CORPORATION,
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

By: 
Name: Michael B. Kelly
Title: Vice President

SCHEDULE A**U.S. MARKS**

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