

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**

18103-325

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):

Enodis Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 30, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

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

Address: _____

Street Address: 10 S. Dearborn

City: Chicago

State: IL

Country: USA Zip: 60603

- Association Citizenship National, U.S.
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ 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)

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:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190

- 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:

Laura Konrath
Signature

5/5/09
Date

Laura Konrath

Name of Person Signing

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 \$190.00 232428 78870729

Continuation Item 4

SCHEDULE AU.S. TRADEMARKS

Mark	Registration Number	Registration Date
JEWEL	70,366	8/25/1908
MERCO	1,894,026	5/16/1995
ONE COMPANY, COUNTLESS SOLUTIONS	2,971,743	7/19/2005
SAVORY (Stylized)	520,729	2/7/1950
THERMATRON	1,080,843	1/3/1978
WELBILT	78/870,729 (App.)	4/27/2006
WELBILT & Design	2,578,170	6/11/2002

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Enodis Corporation, a Delaware corporation (the "Grantor") with principal offices at 2400 S. 44th St., Manitowoc, WI 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.

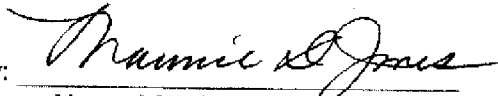
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and

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 30 day of January, 2009.

ENODIS CORPORATION, as Grantor

By: 
Name: Maurice D. Jones
Title: Vice President & Secretary

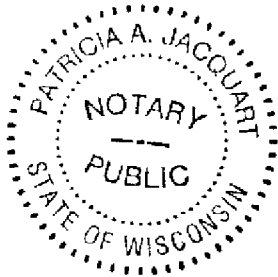
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

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

[Signature page to Grant of Security Interest in United States Trademarks]

STATE OF Wisconsin)
) ss:
COUNTY OF Madison)

On this 30 day of January 2009, before me personally came Thomas Jones who, being by me duly sworn, did state as follows: that [s]he is VP Secretary of Enodis Corporation, that [s]he is authorized to execute the foregoing Grant on behalf of Enodis Corporation and that [s]he did so by authority of the Board of Directors of Enodis Corporation.



Patricia A. Jacquart
Notary Public
My Commission expires 4/20/2012

SCHEDULE AU.S. TRADEMARKS

Mark	Registration Number	Registration Date
JEWEL	70,366	8/25/1908
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SAVORY (Stylized)	520,729	2/7/1950
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WELBILT	78/870,729 (App.)	4/27/2006
WELBILT & Design	2,578,170	6/11/2002

MILW_8226449.1

RECORDED: 05/05/2009

TRADEMARK
REEL: 003982 FRAME: 0227