

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carrier Commercial Refrigeration, Inc.		08/24/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rainey Road LLC		
<b>Street Address:</b>	10700 Highway 55		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Plymouth		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55441		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1061198	ICS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(612)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6127667348		
Email:	smeyer@faegre.com		
Correspondent Name:	Sue Meyer		
Address Line 1:	90 South 7th Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402-3901		
ATTORNEY DOCKET NUMBER:	82362-368213		
NAME OF SUBMITTER:	Sue Meyer		
Signature:	/Sue Meyer/		

OP \$40.00 1061198

Date:

12/15/2009

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment is effective as of the 24 day of August, 2009, by Carrier Commercial Refrigeration, Inc., a Delaware corporation (“Assignor”), to Rainey Road LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor has adopted and uses in its business and is the owner of the entire right, title and interest in and to the trademarks and service marks listed on *Schedule A* attached hereto (such trademarks and service marks being referred to herein as the “Marks”), except as may be noted on *Schedule A*.

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

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated as of July 1, 2009 (as amended), pursuant to the terms of which Assignor agreed to assign all right, title and interest of Assignor in and to the Marks to Assignee, and pursuant to which Assignor assigned the entire business associated with the Marks to Assignee, and whereby Assignee is successor to the business of the Assignor to which the Marks pertain; 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 other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to said Assignee, its successors and assigns, and Assignee does hereby accept the entire right, title and interest of Assignor in and to the Marks (subject to any exceptions listed in Schedule A), including common law rights in the marks, together with the goodwill of the business in connection with which the Marks are used, for the United States and for all foreign countries, and further including applications to register and registrations for the marks including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, 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 Marks, 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 request 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 Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, and to register any and all trademarks 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.

This Assignment shall be governed by, and construed and interpreted in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.

This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN TESTIMONY WHEREOF, the Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 24<sup>th</sup> day of August, 2009.

CARRIER COMMERCIAL REFRIGERATION, INC.

By: Paul Fraipont  
Paul Fraipont  
Authorized Signatory

STATE OF Connecticut  
COUNTY OF Hartford SS. Farmington


On this 24<sup>th</sup> day of August, 2009, there appeared before me Paul Fraipont, 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

[Signature]  
Notary Public

**Ella Johnson**  
**Notary Public**  
My Commission Expires Jan. 31, 2014



Schedule A

File#	Mark	Country	Serial#	Registration Number
TM-0006538-US		United States	73/091,737	1061198

Carrier has used and continues to use the mark ICS in connection with furnaces. No rights are transferred hereunder with respect to the use of the mark in connection with furnaces and other heating equipment.