

MAD REGO
9-3-98

09-08-1998

Tab settings DDD



To the Honorable Commissioner of Patents

100821920

original documents or copy thereof.

1. Name of conveying party(ies):

Packaged Ice IP, Inc.

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 8/31/98

2. Name and address of receiving party(ies)

Name: Antares Leveraged Capital Corp.,
as Agent

Internal Address: Suite 2725

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

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

If assignee is not domiciled in the United States, a domestic designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/695,059
74/703,747

B. Trademark Registration No.(s)

1,354,530
1,699,285 1,421,317
1,161,190 1,242,718
1,143,584

Additional numbers attached? Yes No

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

Name: Linda R. Kastner

Internal Address: Sears Tower
Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41) \$ 215.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/04/1998 00000109 1354530

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 175.00 OP

9. 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.

Linda R. Kastner

Name of Person Signing

Signature

9/2/98

Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1778 FRAME: 0916

TRADEMARK SECURITY AGREEMENT

WHEREAS, Packaged Ice, Inc., a Texas corporation, as Borrower, has entered into a Credit Agreement dated as of April 30, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Leveraged Capital Corp., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders") and as a Lender, and the other Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of April 30, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Borrower Security Agreement"), between Borrower and Agent, Borrower has granted to Agent for the benefit of Lenders a security interest in substantially all of its assets including all right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined in the Borrower Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Borrower's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Borrower Security Agreement); and

WHEREAS, pursuant to the terms of a Guaranty dated as of April 30, 1998, by Reddy Corporation, a Delaware corporation ("Reddy"), in favor of Agent and the Lenders, Reddy has guaranteed the "Obligations" (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of a Security Agreement (collectively with the Borrower Security Agreement, the "Original Security Agreement") dated as of April 30, 1998, among Reddy, several other Subsidiaries (as defined in the Credit Agreement) and Agent, Reddy has granted to Agent for the benefit of Lenders a security interest in substantially all the assets of Reddy including all right, title and interest of Reddy in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Reddy's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities;" and

WHEREAS, pursuant to that certain Trademark Security Agreement (the "Borrower Trademark Security Agreement") dated as of April 30, 1998 and recorded on May 8, 1998 in Reel 1723, Frame 0349, executed by Borrower in favor of Agent, and that certain Trademark Security Agreement dated as of April 30, 1998 and recorded on May 8, 1998 in Reel 1723, Frame 0335, executed by Reddy in favor of Agent (collectively with the Borrower Trademark Security Agreement, the "Trademark Security Agreement"), Borrower and Reddy granted to Agent a continuing security interest in each of their respective right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, on the date hereof Borrower and Reddy transferred (collectively, the "Transfer") their ownership interest in the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and the Trademark licenses listed on Schedule

1 annexed hereto to Packaged Ice IP, Inc., a Nevada corporation (“Grantor”), subject to the security interest in favor of Agent granted pursuant to the Original Security Agreement; and

WHEREAS, pursuant to the terms of a Joinder to Guaranty dated as of the date hereof, by Grantor and several other Subsidiaries (as defined in the Credit Agreement) of Borrower, in favor of Agent and the Lenders, Grantor has guaranteed the “Obligations” (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of a Joinder to Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantor, several other Subsidiaries of Borrower and Agent, Grantor has granted to Agent for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities”; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby confirm the continuing security interests of Agent in the Trademark Collateral granted pursuant to the Security Agreement and, in addition, does hereby grant to Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license;

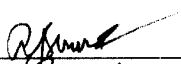
but excluding from Trademark Collateral any “intent to use” Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement and is not intended to increase the rights of Agent or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 17th day of August, 1998.

PACKAGED ICE IP, INC.,
a Nevada corporation

By: 
Its: President

Acknowledged:

ANTARES LEVERAGED CAPITAL CORP.,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 11 day of August, 1998.

PACKAGED ICE IP, INC.,
a Nevada corporation

By: _____
Its: _____

Acknowledged:

ANTARES LEVERAGED CAPITAL CORP.,
a Delaware corporation, as Agent

By: David K. Swanson
Name: DAVID K. SWANSON
Title: Director

S-1

ACKNOWLEDGMENT

STATE OF Texas)
) SS.
COUNTY OF Bexar)

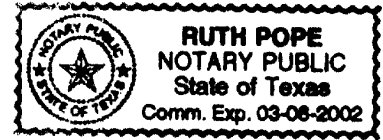
On the 3rd day of August, 1998, before me personally appeared A. J. Lewis III, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he/she is President of Packaged Ice IP, Inc., a Nevada corporation, described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Ruth Pope
Notary Public

{Seal}

My commission expires:

03/06/2002



Schedule 1 to Trademark Security Agreement

PACKAGED ICE, INC.

Trademarks / Service Marks
(as of 08/19/98)

Country/State	Mark	Serial No.	Filing Date	Registration No.
United States	CASSCO	75/500,324	09/20/84	1,354,530
United States	ABAGA ICE (plus design)	74/187,357	07/19/91	1,699,285
United States	PACKAGED ICE	74/695,059	06/26/95	N/A
United States	PACKAGED ICE, INC. (plus design)	74/703,747	07/20/95	N/A
Arkansas	ABAGA ICE CLEAR CLEAN PURE (plus design)	N/A	03/20/91	54-91
Arizona	Penguin design		017,669	05/09/92
Alabama	WATKOPIE SPRINGS SINCE 1830 (plus design)	N/A		104,687

PACKAGED ICE, INC.

Trade Secrets and Know-How Licenses
(at 08/19/98)

<u>Territory</u>	<u>Subject Matter</u>	<u>Licensor</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Worldwide	Know-how relating to U.S. Pat. Nos. 5,440,863 and 5,473,865 and U.K. Pat. No. 0 518 382	Hoshizaki Electric Co., Ltd. and Hoshizaki America, Inc.	5/28/93	Perpetual

REDDY ICE CORPORATION

Trademarks / Service Marks
(as of 08/19/98)

<u>Mark</u>	<u>Registration/Serial No.</u>	<u>Goods/Service</u>
MIDSOUTH ICE and Design	1,161,190	Ice
MIDSOUTH ICE	1,143,584	Ice
SPARKLE	1,421,317	Clear non-confectionery ice
THE ICE FACTORY	1,242,718	Non-coin operated ice making and bagging machine

COMMON LAW MARKS

Sparkle Ice
The Ice Man
Atlantic Ice Company of Florida, Inc.
All American Ice, Inc.
Glacier Ice, Inc.
Ice Cubes Limited
Sparkle Ice Corporation
Reddy Ice Corporation
Reddy Ice
Reddy
Sparkle
Fun Time Ice
Atlantic Ice
Polar Party-Pak
Strawberry Festival

Mountain Ice

Artesian Ice

Blue Star Ice

New Smyrna Ice

All other trademarks owned or licensed by Reddy Ice Corporation

TRADEMARK

REEL: 1778 FRAME: 0925

**PACKAGED ICE, INC. & SUBSIDIARIES
ASSUMED NAME SCHEDULE**

As of April 21, 1998

ENTITIES	ASSUMED NAMES
PACKAGED ICE, INC. (TX)	ASAP Ice (OK SOS) Century Ice of Tulsa, Inc. (OK SOS) Codorus Leasing Company (OK SOS) First Ice Company (OK SOS) Ice Cold Enterprises, Inc. (OK SOS) Peoples Crystal Ice Company (FL SOS)
PACKAGED ICE LEASING, INC. (NV)	None
SOUTHWEST TEXAS PACKAGED ICE, INC. (TX)	None
SOUTHCO ICE, INC (TX)	None
SOUTHWESTERN ICE, INC. (TX)	Altop Ice (UT SOS) CMC Ice Company (San Diego County, CA Recorder) City Ice (CO SOS) Dave's Ice (UT SOS) IDS, Inc. (CO SOS) Miramar Cold Storage (San Diego County, CA Recorder) Southwestern Ice-Texas, Inc. (CO SOS) Southwestern Texas Ice (Val Verde County, TX Clerk) Whitted Ice (Imperial County, CA Clerk)
MISSION PARTY ICE, INC. (TX)	Apache Ice Company (TX SOS) (Bexar County, TX Clerk) Apache Ice, Inc. (TX SOS) (Bexar County, TX Clerk) Flash Cube Ice (TX SOS) (Harris County, TX Clerk)
	Funtime Ice (TX SOS) (Kerr County, TX Clerk)

ENTITY	ASSUMED NAMES
	Uvalde, Val Verde County, TX Clerks)
	New Braunfels Smokehouse, Inc. (TX SOS)
	Southwest Texas Ice (TX SOS) (Kerr County, Uvalde, Val Verde County, TX Clerks)
	TEX-ICE (TX SOS) (Harris County, TX Clerk)
PACKAGED ICE SOUTHEAST INC. (TX)	
	Anniston Ice (AL SOS)
	Anniston Ice & Coal Company, Inc. (AL SOS)
	Artesian Ice (LA SOS)
	Artic Crystal Ice (FL SOS)
	Artic Ice (FL SOS)
	Central Arkansas Cold Storage (AR, TX SOS)
	Central Arkansas Cold Storage-Texas (TX SOS)
	Dolphin Ice (FL SOS)
	J.P. Albert Ice Co. (FL SOS)
	Naples Ice (FL SOS)
	Scianna's Party Ice (LA SOS)
	Southern Bottled Water Company, Inc. (AL SOS)
Tropic Ice (FL SOS)	
GOLDEN EAGLE ICE-TEXAS, INC. (TX)	
	Big R Ice Company (AR SOS)
	Golden Eagle Ice Company (AR SOS)
	Sellit, Inc. (AR SOS)
	Sportsman's Ice (OK SOS)
SOUTHERN BOTTLED WATER COMPANY, INC. (TX)	
	None

**REDDY ICE CORPORATION
OWNED INTANGIBLE ASSETS**

MARK	Registration/ Serial No.	Goods/Services
MIDSOUTH ICE and Design	1,161,190	Ice
MIDSOUTH ICE	1,143,584	Ice
SPARKLE	1,421,317	Clear non-confectionery ice
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COMMON LAW MARKS

Sparkle Ice
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 Atlantic Ice Company of Florida, Inc.
 All American Ice, Inc.
 Glacier Ice, Inc.
 Ice Cubes Limited
 Sparkle Ice Corporation
 Reddy Ice Corporation
 Reddy Ice
 Reddy
 Sparkle
 Fun Time Ice
 Atlantic Ice
 Polar Party-Pak
 Strawberry Festival
 Mountain Ice
 Artesian Ice
 Blue Star Ice
 New Smyrna Ice

PATENTS

1. U.S. Patent No. 4,368,608, Automatic Ice Bagger
2. See Attached

LICENSED INTANGIBLE ASSETS

1. P-A-C-T Agreement, by and between Reddy Ice Corporation and Gary Brown Associates Inc., for the period November 1, 1997 to October 31, 1998
2. Agreement for Sale of Data Processing Equipment, dated as of November 28, 1990, by and between Reddy Ice Corporation and Dimension Data, Inc.
3. Licensed End User Agreement for Redistributed IBM Licensed Programs, dated as of November 28, 1990, by and between Reddy Ice Corporation and International Business Machines Corporation.
4. Software Licensing Agreement, dated as of November 28, 1990, by and between Reddy Ice Corporation and Dimension Data, Inc.
5. Satellite Communications Network Contract, dated as of May 23, 1997, by and between Reddy Ice Corporation and Affiliated Computer Services, Inc.
6. Asset Purchase Agreement, dated as of August 1, 1997, by and among Reddy Ice Corporation, County Ice, Inc., Benjamin Townend and Janice Townend.

Addendum to Schedule 1 of Trademark Security Agreement

Note: In connection with the purchase of assets from the Ice Bucket, Inc., an Alabama corporation, Packaged Ice Southeast purchased all of the intangible property (including intellectual property) from the Ice Bucket, Inc.

In addition, on June 30, 1998, Packaged Ice Southeast, Inc. purchased all of the outstanding shares of capital stock of Clinton Ice Company, Inc. which was subsequently merged into Packaged Ice Southeast, Inc.

In both cases, Packaged Ice Southeast, Inc. filed assumed name certificates in order to continue to conduct its business under the names of both the Ice Bucket and Clinton Ice or variations thereof.