

11-16-1998



100878370

11-10-98

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

11/10/98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Other

Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/12/1998 TTON11 00000154 1354530

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FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 1812 FRAME: 0436

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1354530"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Linda R. Kastner

11/9/98

Name of Person Signing

Signature

Date Signed

## 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 a Joinder to Guaranty dated as of July 31, 1998, by Cassco Ice & Cold Storage, Inc., a Virginia corporation ("Cassco"), in favor of Agent and the Lenders, Cassco 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 July 31, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Original Security Agreement"), between Cassco and Agent, Cassco has granted to Agent for the benefit of Lenders a security interest in substantially all the assets of Cassco including all right, title and interest of Cassco in, to and under all now owned and hereafter acquired Trademarks (as defined in the Original Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Cassco's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Original Security Agreement); and

WHEREAS, pursuant to that certain Trademark Security Agreement (the "Original Trademark Security Agreement") dated as of July 31, 1998 and recorded on August 6, 1998 in Reel 1763, Frame 0133, executed by Cassco in favor of Agent, Cassco granted to Agent a continuing security interest in Cassco's right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, on the date hereof Cassco transferred (the "Transfer") its 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 interest of Agent in the Trademark Collateral granted pursuant to the Original 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 15<sup>th</sup> 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: \_\_\_\_\_

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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

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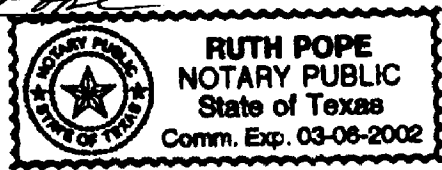
ACKNOWLEDGMENT

STATE OF Texas )  
 ) SS.  
COUNTY OF Bexar )

On the 31<sup>st</sup> 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**

U.S. TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE
CASSCO	1,354,530	August 13, 1985

FOREIGN TRADEMARK REGISTRATIONS

U.S. TRADEMARK APPLICATIONS

FOREIGN TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
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**RECORDED: 11/10/1998**

**TRADEMARK  
REEL: 1812 FRAME: 0443**