

06-11-2002



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

OFFICE OF THE CLERK OF THE SUPREME COURT
MAR -3 AM 11:24
FINANCE SECTION

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

Submission Type

- New 6-3-02
- 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 Effective Date
Month Day Year
- Change of Name 03 / 22 / 2002
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Arctic Iowa Inc.

Effective Date
Month Day Year
03 / 22 / 2002

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Iowa

Receiving Party

Mark if additional names of receiving parties attached

Name The Toronto - Dominion Bank, as Agent

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) TD Tower

Address (line 2) 66 Wellington Street West, 38th Floor

Address (line 3) Toronto Ontario, Canada M5K 1A2
City State/Country Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other a Chartered Bank
- Citizenship/State of Incorporation/Organization Canada

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.)

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40.00 CP

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

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 214/855-4775

Name Andrea Walker
Address (line 1) Jenkins & Gilchrist, A Professional Corporation
Address (line 2) 1445 Ross Avenue, Suite 3200
Address (line 3) Dallas, Texas 75202-2799
Address (line 4) _____

Pages

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

7

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)

_____ | 1,451,136

_____ | _____
_____ | _____
_____ | _____

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

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:

10-0447

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.

Andrea Walker
Name of Person Signing

Andrea Walker
Signature

June 3, 2002
Date Signed

TRADEMARK SECURITY AGREEMENT

(Arctic Iowa Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between ARCTIC IOWA INC., an Iowa corporation (the "Debtor"), and THE TORONTO-DOMINION BANK, as Agent¹ (the "Secured Party"), and is executed pursuant to that certain Loan Agreement identified in Footnote No. 1 below (the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement).

Recitals:

A. The Debtor has executed that certain Security Agreement dated as of March 22, 2002 in favor of Secured Party (as amended, restated, or otherwise modified, the "Security Agreement").

B. Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, which include, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations (as defined under the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor'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) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing,

¹ The Toronto-Dominion Bank is acting in its capacity as agent for itself, Toronto Dominion (Texas), Inc. and other lending institutions described as "Lenders" in that certain Loan Agreement dated as of March 22, 2002 (as such Loan Agreement may be amended, restated, extended or otherwise modified from time to time) between parties, including but not limited to, Arctic Glacier Inc., Arctic Group International Inc., Debtor and The Toronto-Dominion Bank.

(iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) each trademark registration ("Trademark Registration"); and (c) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"), to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Governing Law; Choice of Forum; Service of Process. (a) THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS OTHER THAN §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC OF THE STATE OF NEW YORK; PROVIDED THAT SECURED PARTY AND LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA LOCATED IN NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF DEBTOR, AGENT AND LENDERS CONSENTS, FOR ITSELF

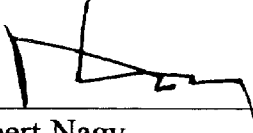
AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF DEBTOR, AGENT AND LENDERS IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. NOTWITHSTANDING THE FOREGOING: (i) AGENT AND LENDERS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE DEBTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION AGENT OR LENDERS DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS SECURED HEREBY AND (ii) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

(c) DEBTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO THE DEBTOR AT ITS ADDRESS SET FORTH ON THE FIRST PAGE HEREOF AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAILED POSTAGE PREPAID. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF AGENT OR THE LENDERS TO SERVE LEGAL PROCESS BY ANY OTHER MANNER PERMITTED BY LAW.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 22nd day of March, 2002.


DEBTOR:

ARCTIC IOWA INC.,
an Iowa corporation

By: 
Print: Robert Nagy
Its: President

SECURED PARTY:

THE TORONTO-DOMINION BANK, as Agent

By: 
Print: Michael A. Freeman
Its: Vice President, Loan Syndications - Agency

ACKNOWLEDGMENT

THE PROVINCE OF Ontario

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§

CANADA _____

Before me DAVID WISEMAN on this day personally appeared Robert Nagy, President of ARCTIC IOWA INC., an Iowa corporation, known to me (or proved to me on the oath of or through _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of March, A.D., 2002.

[Signature]
Notary Public in and for the
Province of Ontario

DAVID WISEMAN
Printed Name of Notary Public:

My Commission Expires:

At the pleasure
of the Province
of Ontario

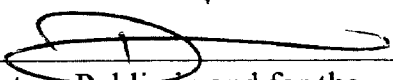
THE PROVINCE OF Ontario

§
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CANADA _____

Before me _____ on this day personally appeared Michael Freeman,
the Vice-President - Loan Synd. of THE TORONTO-DOMINION BANK, as Agent, known to me
(or proved to me on the oath of _____ or through _____) to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of March, A.D., 2002.



Notary Public in and for the
Province of Ontario

DAVID WISEMAN

Printed Name of Notary Public:

My Commission Expires:

At the pleasure of
the Province of
Ontario.

After recording, return to:
THE TORONTO-DOMINION BANK, as Agent
TD Tower
66 Wellington Street West
38th Floor
Toronto, Ontario, Canada M5K 1A2
Attn: Vice President, Loan Syndications-
Agency (Re: Arctic Glacier)

Schedule 1
to
Trademark Security Agreement

Owner of Record/ Next Owner	Registration Location	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Arctic Iowa Inc.	FEDERAL	Finnegan's Ice made from Finnigan's Pure Water WHAT YOU CAN'T TASTE IS THE DIFFERENCE	1,451,136	Registered 8/4/87	Packaged ice made from purified water.