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10-11-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

FINANCE SECTION RECORDAT  
TRADE

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DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Super Cool Cold Storage, Inc.  
502 East Bridgers Avenue  
Auburndale, FL 33823

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Florida  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Security Agreement Supplement

Execution Date: July 19, 2002

## 2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 400 North Ashley Street, 13th Floor

City: Tampa State: FL Zip: 33601

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☒ Other National Banking Association

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)  
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78,065,260

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached ☐ Yes ☒ No

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

Name: Steven D. Thomas

Internal Address: Moore &amp; Van Allen, PLLC

Street Address: 2200 West Main Street

Suite 800

City: Durham State: NC Zip: 27705

## 6. Total number of applications and registrations involved: 01

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-2316

DO NOT USE THIS SPACE

## 9. Signature.

Steven D. Thomas

Name of Person Signing

  
 Signature

October 8, 2002

Date

Total number of pages including cover sheet, attachments, and document: 04

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

10/10/2002 TDIAZI 00000167 78065260

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TRADEMARK  
 REEL: 002597 FRAME: 0553

# INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "Supplement"), dated as of July 19, 2002 is made by and between **SUPER COOL COLD STORAGE, INC.**, a Florida corporation (the "Grantor"), and **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States, as Collateral Agent (the "Collateral Agent"), for the Secured Parties. All capitalized terms used but not otherwise defined herein shall have the respective meanings thereto assigned (whether specifically or by reference to another document) in the IP Security Agreement (as defined below).

**WHEREAS**, the Grantor is required under the terms of (a) that certain Amended and Restated Intellectual Property Security Agreement dated as of July 19, 2002 by the Grantor in favor of the Collateral Agent for the benefit of the Secured Parties (as from time to time amended, revised, modified, supplemented, or amended and restated, the "IP Security Agreement") and (b) the other Restructure Documents to cause certain intellectual property owned by it and listed on Schedules I, II, III and IV to this Supplement (the "Additional Collateral") to become subject to the IP Security Agreement; and

**WHEREAS**, a material part of the consideration given in connection with and as an inducement to the execution by the Collateral Agent and other Secured Parties of the Restructure Documents was the obligation of the Grantor to grant a security interest in the Additional Collateral to the Collateral Agent for the benefit of the Secured Parties, whether then owned and not required to be subject to a pledge or subsequently acquired or created; and

**WHEREAS**, the Secured Parties have required the Grantor to grant to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional Collateral in accordance with the terms of the IP Security Agreement and the other Restructure Documents;

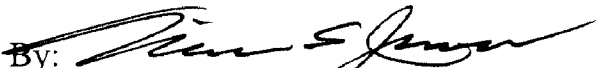
**NOW, THEREFORE**, the Grantor hereby agrees as follows with the Collateral Agent, for the benefit of the Secured Parties:

1. The Grantor hereby affirms and acknowledges the grant of security interest in the Additional Collateral contained in the IP Security Agreement and hereby grants to the Collateral Agent for the benefit of the Secured Parties a first priority lien and security interest in the Additional Collateral listed on Schedules I, II, III and IV and all proceeds thereof.

2. The Grantor hereby acknowledges, agrees and confirms that, by its execution of this Supplement, the Additional Collateral constitute "Collateral" under and is subject to the IP Security Agreement. Each of the representations and warranties with respect to Collateral contained in the IP Security Agreement is hereby made by the Grantor with respect to the Additional Collateral. Revised Schedules I, II, III and IV to the IP Security Agreement reflecting the Additional Collateral are being delivered herewith to the Collateral Agent.


**IN WITNESS WHEREOF**, the Grantor has caused this Supplement to be duly executed by its authorized officer as of the day and year first above written.

SUPER COOL COLD STORAGE, INC.,  
a Florida corporation

By:   
Name: Milton E. Jacobs  
Title: Secretary & Treasurer

Acknowledged and accepted:

BANK OF AMERICA, N.A.,  
as Collateral Agent for the Secured Parties

By:   
Name: Lisa Marshall  
Title: Senior Vice President

## SCHEDULE II

### Trademarks and Trademark Applications

#### Pending Application

Mark	Serial No.	Filing Date
SC SUPER COOL COLD STORAGE and Design	78-065,260	5/23/01