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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): ARCTIC GLACIER IP INC. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation: New York [] Other Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and address of receiving party(ies) Name: THE TORONTO-DOMINION BANK, as agent Address: Royal Trust Tower Street Address: 77 King St. W., 18th Floor City: Toronto State: Ontario, Canada Zip: M5K 1A2

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Effective Date: 03/02/2004

[] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation [X] Other a Chartered Bank If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s): 1,183,157 2,043,304

Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Andrea Walker Address: Jenkins & Gilchrist, P.C. Street Address: 1445 Ross Avenue, Suite 3200 City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 80.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 10-0447

DO NOT USE THIS SPACE

9. Signature. Andrea Walker Name of Person Signing Andrea Walker Signature April 5, 2004 Date

Total number of pages including cover sheet, attachments, and document: 9

04/07/2004 NGETACHE 00000001 1183157

01 FC:8521 40.00 OP 02 FC:8522 25.00 OP

DALLAS2 1032876v1 54537-00002

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

04/07/2004 NGETACHE 0000135387

CHECK Refund Total: \$15.00

TRADEMARK REEL: 002944 FRAME: 0929

TRADEMARK SECURITY AGREEMENT

(Arctic Glacier IP Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between ARCTIC GLACIER IP INC., a New York 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 2, 2004, 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, (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

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.

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.

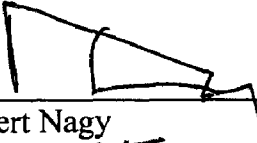
(c) DEBTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO THE DEBTOR AT ITS ADDRESS SET FORTH ON THE FIRST PAGE HEREOF AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED 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.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 2nd day of March, 2004.

DEBTOR:


Arctic Glacier IP Inc.,
a New York corporation

By: 
Print: Robert Nagy
Its: PRESIDENT

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

SECURED PARTY:

THE TORONTO-DOMINION BANK, as Agent

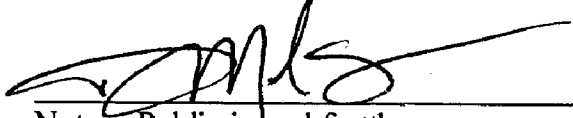
By: 
Print: Michael A. Freeman
Its: Vice President, Loan Syndications - Agency

ACKNOWLEDGMENT

THE PROVINCE OF MANITOBA §
CANADA _____ §
§

Before me / DALE R. MELANSON on this day personally appeared Robert Nagy, PRESIDENT of ARCTIC GLACIER IP INC., a NEW YORK 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 27 day of ^{February} ~~March~~, A.D., 2004.



Notary Public in and for the
Province of MANITOBA

Printed Name of Notary Public:

My Commission Expires:

DALE MELANSON
1000 - 330 ST. MARY AVENUE
WINNIPEG, MANITOBA R3C 3Z5
PHONE 944-3254
NOTARY PUBLIC

THE PROVINCE OF Ontario

§
§
§

CANADA _____

Before me Karen Karvat on this day personally appeared MICHAEL FREEMAN,
the Vice-President, Loan Syndications 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 2nd day of March, A.D., 2004.

K. Karvat

Notary Public in and for the
Province of Ontario

Karen Karvat

Printed Name of Notary Public:

My Commission Expires:

After recording, return to:
THE TORONTO-DOMINION BANK, as Agent
~~FD Tower~~ ROYAL TRUST TOWER
~~66 Wellington Street West~~ 77 KING ST. W.
~~38th Floor~~ 18th 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 Glacier IP Inc.	U.S. Patent & Trademark Office	LEISURE TIME (for ice)	2043304	03/11/1997	Class 030-ice
Arctic Glacier IP Inc.	U.S. Patent & Trademark Office	LEISURE TIME ICE and Design	1183157	12/22/1981	Class 030- ice