

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Iceberg Enterprises, LLC		03/24/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Harris N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2998623	ROUGH N READY
Registration Number:	2736148	ICECAP
Registration Number:	2680636	ICETRUCK
Registration Number:	2677635	FOOTSICLE
Registration Number:	2672084	WORKMANAGER
Registration Number:	2601930	INDESTRUCTABLE
Registration Number:	2263050	SNAPEASE
Serial Number:	76002033	ICEBERG
Serial Number:	76002032	ICEBERG

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430

CH \$240.00 2998623

Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1626332

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 03/27/2006

Total Attachments: 4  
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## TRADEMARK COLLATERAL AGREEMENT

This 24th day of March, 2006, Iceberg Enterprises, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 310 Windy Point Drive, Glendale Heights, Illinois 60139, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

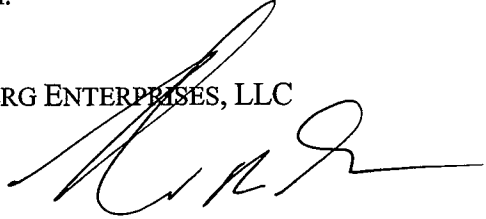
to secure performance of all Obligations of Debtor and its affiliate, Penguin, LLC ("*Penguin*") as set out in that certain Amended and Restated Security Agreement bearing even date herewith by and among Debtor, Penguin and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

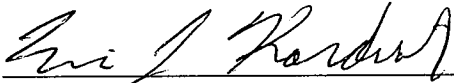
trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ICEBERG ENTERPRISES, LLC

By   
Its Chairman

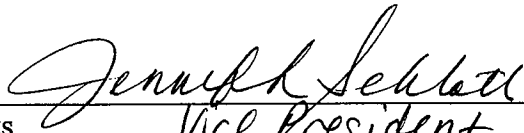
ATTEST:

  
~~Its Secretary~~

Howard B. Green  
(Type or Print Name)

HARRIS N.A.

ERIC J KORDISH  
(Type or Print Name)

By   
Its Vice President

Jennifer L. Schlott  
(Type or Print Name)

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
ROUGH N READY	76/461,421/2,998,623	09/20/05
ICECAP	76/386,469/2,736,148	07/15/03
ICETRUCK	76/386,467/2,680,636	01/28/03
FOOTSICLE	76/386,466/2,677,635	01/21/03
WORKMANAGER	76/386,468/2,672,084	01/07/03
INDESTRUCTABLE	76/901,896/2,601,930	07/30/02
SNAPEASE	75/499,239/2,263,050	07/20/99

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	APPLICATION NO.	FILED
ICEBERG	76/002,033	03/16/00
ICEBERG	76/002,032	03/16/00

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None.