

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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TRADEMARK
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Registration Number:	2875333	MAXCOLD
Registration Number:	2725731	MESSENGER LUNCH
Registration Number:	3003099	NATURAL ICE
Registration Number:	2732747	PARTY BARREL
Registration Number:	1127892	PLAYMATE
Registration Number:	2820156	POLAR MATE
Registration Number:	1650184	SQUIGGY
Registration Number:	1660870	TAG-ALONG
Serial Number:	75455980	COOL PACK & SACK
Serial Number:	77411382	ULTRATHERM

CORRESPONDENCE DATA

Fax Number: (404)572-5134

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404.572.4600

Email: lsims@kslaw.com

Correspondent Name: Lisa B. Sims

Address Line 1: 1180 Peachtree St.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	15009.009004
NAME OF SUBMITTER:	Sally Sexton
Signature:	/sally sexton/
Date:	10/10/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 10, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 10, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Initial Term Borrower, the other Credit Parties, the Lenders from time to time party thereto, GE as Revolver Agent for itself, the L/C Issuers and the Revolving Lenders and as Administrative Agent for the Lenders and for itself as a Lender, the Lenders have severally agreed to make extensions of credit to the Borrower and the Initial Term Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower and the Initial Term Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower and the Initial Term Lender thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, no security interest in or Lien on any Trademark application that is filed on an "intent-to-use" basis shall be deemed granted, and no interest in any such Trademark shall be deemed pledged or mortgaged to the Administrative Agent for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding; such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

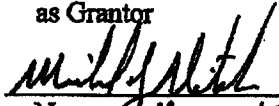
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IGLOO PRODUCTS CORP.

as Grantor

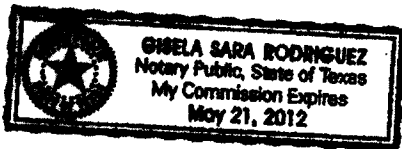
By:


Name: Michael J. Vitek
Title: Sr. V.P. and CFO

ACKNOWLEDGMENT OF GRANTOR

State of Texas)
County of Waller) ss.

On this 10th day of October, 2008 before me personally appeared Michael J. Vittek, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IGLOO PRODUCTS CORP., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Gisela Sara Rodriguez
Notary Public

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 

Name: Scott Worlinghouse

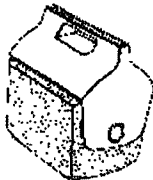

Title: Its Duly Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 003868 FRAME: 0676

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

	Trademark	Registration No.	Registration Date	Record Owner
1.	(Design Only) 	1241206	6/7/1983	Igloo Products Corp.
2.	CARGO	2705934	4/15/2003	Igloo Products Corp.
3.	COASTMATE	2843624	5/18/2004	Igloo Products Corp.
4.	COOL CARGO	2999436	9/27/2005	Igloo Products Corp.
5.	COOL ROLLER	2715231	5/13/2003	Igloo Products Corp.
6.	HAUL ICE	2753612	8/19/2003	Igloo Products Corp.
7.	IGLOO	0718413	7/18/1961	Igloo Products Corp.
8.	IGLOO	0961185	6/19/1973	Igloo Products Corp.
9.	IGLOO & Design 	3454203	6/24/2008	Igloo Products Corp.
10.	IGLOO 2GO	2513831	12/4/2001	Igloo Products Corp.
11.	IGLOO ICE	1537071	5/2/1989	Igloo Products Corp.
12.	IGLOO STEALTH	2603567	8/6/2002	Igloo Products Corp.
13.	LITTLE PLAYMATE	1127893	12/18/1979	Igloo Products Corp.
14.	LUNCHMATE PLUS	1670290	12/31/1991	Igloo Products Corp.
15.	MAXCOLD	2875333	8/17/2004	Igloo Products Corp.
16.	MESSENGER LUNCH	2725731	6/10/2003	Igloo Products Corp.
17.	NATURAL ICE	3003099	9/27/2005	Igloo Products Corp.
18.	PARTY BARREL	2732747	7/1/2003	Igloo Products Corp.
19.	PLAYMATE	1127892	12/18/1979	Igloo Products Corp.
20.	POLAR MATE	2820156	3/2/2004	Igloo Products Corp.
21.	SQUIGGY	1650184	7/9/1991	Igloo Products Corp.
22.	TAG-ALONG	1660870	10/15/1991	Igloo Products Corp.

2. TRADEMARK APPLICATIONS

	Trademark	Application Serial No.	Filing Date	Record Owner
1.	COOL PACK & SACK	75455980	3/24/1998	Igloo Products Corp.
2.	ULTRATHERM	77411382	3/3/2008	Igloo Products Corp.

3. TRADEMARK LICENSES

1. Authorization, dated as of April 1, 2006, by and between Jordan Outdoor Enterprises, Ltd. and Igloo Products Corp.
2. Brand License Agreement, effective as of January 1, 2007, by and between Igloo Products Corp. and Highel Holdings, Ltd., as amended on January 30, 2008 by Amendment No. 1
3. Letter Agreement, dated as of October 18, 2007, by and between Susan G. Komen Breast Cancer Foundation, Inc. and Igloo Products Corp.
4. Manufacturer's Agreement, dated as of November 29, 2007, by and between Disney Enterprises, Inc. and Igloo Products Corp.
5. Merchandising License Agreement, dated as of August 2, 2005, by and between Igloo Products Corp. and Housewares International, as amended on January 22, 2008 by Amendment No. 1
6. Merchandising License Agreement, dated as of March 1, 2003, by and between Igloo Products Corp. and Curtis International, as amended on April 19, 2005 by Amendment No. 1 and on August 10, 2005 by Amendment No. 2
7. Merchandising License Agreement, dated as of September 1, 2006, by and between Igloo Products Corp. and CFD Enterprises, Inc.
8. Novelty Supplier's Agreement, dated as of January 1, 2007, by and between The Coca-Cola Company and Igloo Products Corp.
9. Settlement Agreement, dated as of October 1, 1989, by and between Igloo Products Corp. and Ashland Oil, Inc.