

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

18103-325 (10)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Scotsman Group LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Association
- Limited Partnership

Other Delaware limited liability  
company

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as  
Internal agent

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

Street Address: 10 S. Dearborn

City: Chicago

State: IL

Country: USA Zip: 60603

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National Association Citizenship \_\_\_\_\_

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) December 17, 2008

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

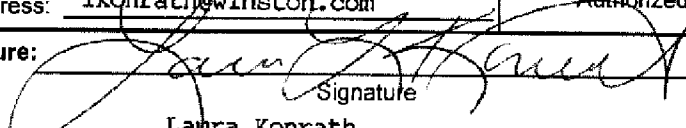
8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

  
Signature

Laura Konrath  
Name of Person Signing

3/18/09  
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$515.00 232428 77490439

## Continuation Item 4

SCHEDULE AU.S. MARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AQUA DEFENSE SYSTEM	2,926,038	2/8/2005
AQUA PATROL	2,933,831	3/15/2005
AQUABULLET	3,114,618	7/11/2006
AUTOIQ	2,386,146	9/12/2000
BRILLIANCE	77/490439 (App.)	6/4/2008 (App.)
CM CUBED	2,184,891	8/25/1998
CM3 (STYLIZED)	2,125,444	12/30/1997
CUBER PERFORMANCE	2,184,892	8/25/1998
RAISED TO A HIGHER POWER		
ECLIPSE	2,684,682	2/4/2003
ICE FOR THE PURIST	77/627,523 (App.)	12/5/2008 (App.)
ICE VALET	2,929,460	3/1/2005
ICE-CARE	1,890,674	4/18/1995
PRODIGY	3,390,163	2/26/2008
RELIACLEAN	2,470,818	7/24/2001
SCOTSMAN	3,118,885	7/25/2006
SCOTSMAN	1,095,456	7/4/1978
SCOTSMAN NUGGET ICE	2,985,957	8/16/2005
SUREFLOW	2,406,750	11/21/2000
THE ICE OF CHOICE	3,189,784	12/26/2006
TOUCHFREE	1,970,438	4/23/1996

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EXECUTION VERSION

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Scotsman Group LLC, a Delaware limited liability company (the "Grantor") with principal offices at 775 Corporate Woods Parkway, Vernon Hills, Illinois 60061, hereby assigns and grants to JPMorgan Chase Bank, N.A., as Collateral Agent, with offices at 10 South Dearborn Street, Floor 07, Chicago, Illinois 60603-2003 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 14, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and

## EXECUTION VERSION


provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of December, 2008.

SCOTSMAN GROUP LLC, as Grantor

By:   
Name: W. David Wrench  
Title: Vice President

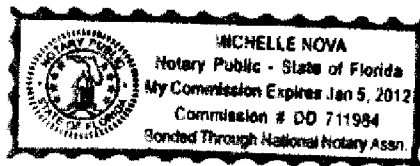
JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent and Grantee

By: \_\_\_\_\_  
Name:  
Title:

STATE OF Florida  
COUNTY OF Polk ) ss:

On this 17<sup>th</sup> day of December 2008, before me personally came W. David Wrench, who, being by me duly sworn, did state as follows: that he is Vice President of Scotsman Group LLC, that he is authorized to execute the foregoing Grant on behalf of Scotsman Group LLC and that he did so by authority of the Board of Managers of Scotsman Group LLC.

Michelle Nova  
Notary Public



17 IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
day of December, 2008.

SCOTSMAN GROUP LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

PMORGAN CHASE BANK, N.A.,  
as Collateral Agent and Grantee

By: Mike Kelly  
Name: Michael B. Kelly  
Title: Vice President

SCHEDULE AU.S. MARKS

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AQUA DEFENSE SYSTEM	2,926,038	2/8/2005
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