

TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVE.

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.108/13/2009  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IHA Holdings, Inc.		08/11/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Randal Allgood		
Street Address:	923 West 2nd Ave.		
City:	Windermere		
State/Country:	FLORIDA		
Postal Code:	34786		
Entity Type:	INDIVIDUAL: USA		
Name:	Jennifer Allgood		
Street Address:	923 West 2nd Ave.		
City:	Windermere		
State/Country:	FLORIDA		
Postal Code:	34786		
Entity Type:	INDIVIDUAL: USA		
Name:	William Hepner		
Street Address:	153 N. Roscoe Blvd.		
City:	Ponte Vedra Beach		
State/Country:	FLORIDA		
Postal Code:	32082		
Entity Type:	INDIVIDUAL: USA		
Name:	Daniel Dunn		
Street Address:	P.O. Box 2301		
City:	Moultrie		
State/Country:	GEORGIA		
Postal Code:	31776		

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TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVE.

Entity Type: INDIVIDUAL:

Name:	Ronald Penuel
Street Address:	1817 S. Main Street
City:	Moultrie
State/Country:	GEORGIA
Postal Code:	31768
Entity Type:	INDIVIDUAL: USA

Name:	Ray Hinson
Street Address:	645 Mayport Road
Internal Address:	Suite 3A
City:	Atlantic Beach
State/Country:	FLORIDA
Postal Code:	32233
Entity Type:	INDIVIDUAL: USA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3173214	TWICE THE ICE ICE HOUSE AMERICA
Registration Number:	3167577	ICE HOUSE AMERICA
Registration Number:	3153128	ICE HOUSE AMERICA
Registration Number:	3185688	TWICE THE ICE
Serial Number:	77667183	

## CORRESPONDENCE DATA

Fax Number: (214)200-0853  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 713-547-2588  
 Email: ipdocketing@haynesboone.com  
 Correspondent Name: Haynes and Boone, LLP  
 Address Line 1: 2323 Victory Ave.  
 Address Line 2: Suite 700  
 Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	40961.1
NAME OF SUBMITTER:	Melissa LaBauve
Signature:	/Melissa LaBauve/

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TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVE.

Date:

08/13/2009

Total Attachments: 12

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TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVE.

**CONFIRMATORY PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS CONFIRMATORY PATENT AND TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of July 31, 2009, hereby confirms the Security Agreement (as defined below) entered into by IHA HOLDINGS, INC., a Florida corporation ("IHA"), and its Subsidiaries (collectively, "Grantor"), in favor of BOBBY ALLIGOOD AND LYNN ALLIGOOD, AS TRUSTEES OF THE BOBBY ALLIGOOD LIVING TRUST, LYNN ALLIGOOD AND BOBBY ALLIGOOD, AS TRUSTEES OF THE LYNN L. ALLIGOOD LIVING TRUST, ROBYN ALLIGOOD, KATHLEEN KLEIN, WILLIAM GORDON, STEVEN WEEKS, CRAIG BOOZER, DANNY DUNN AND DANIEL LADON DUNN, AS TRUSTEES OF THE DANNY AND JUDY DUNN FAMILY TRUST, K. GREGORY ISAACS AND JOHN CARLTON, AS TRUSTEES OF THE ICE HOUSE AMERICA TRUST, RANDAL ALLIGOOD, JENNIFER ALLIGOOD, WILLIAM HEPNER, DANIEL DUNN, RONALD PENUEL and RAY HINSON (the "Secured Parties").

**RECITALS**

WHEREAS, pursuant to that certain Security Agreement executed on September 11, 2008 by and between Grantor and Secured Parties (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Secured Parties have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

WHEREAS, to induce the Secured Parties to enter into the Security Agreement and the other ancillary agreements related thereto and to induce the Secured Parties to extend the financial accommodations as provided for in the Security Agreement, Grantor has agreed to execute and deliver to the Secured Parties this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Secured Parties hereby agree as follows:

TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVE.

1. **Definitions.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Article I to the Security Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein. As used in this agreement, the term "Code" means the Uniform Commercial Code in effect in the State of Florida from time to time.

2. **Grant of Security Interest in Intellectual Property Collateral.** To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Parties a Security Interest upon all its right, title and interest in, to and under the following property worldwide, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned or used by, or licensed to or from, Grantor, and regardless of where located (collectively, the "Patent and Trademark Collateral"):

2.1 all of Grantor's patents, patent applications, and patent licenses to which it is a party, including those referred to in Part A to Schedule I hereto ("Patent Rights");

2.2 all of Grantor's trademark registrations, trademark applications, and trademark licenses to which it is a party, including those referred to in Part B to Schedule I hereto, along with all Goodwill associated therewith ("Trademark Rights"); and

2.3 all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or Published Patent Application, or breach or other violation of any Patent License, (B) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (C) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. **Security Agreement.** The Security Interests granted pursuant to this Agreement are granted in conjunction with, and restate the Security Interests granted to the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interests granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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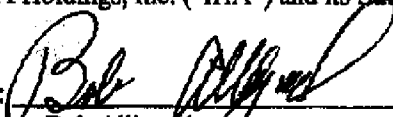
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TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVE.

IN WITNESS WHEREOF, the Grantor, on behalf of itself and its Subsidiaries, and each Secured Party, hereby confirm each has executed this Confirmatory Patent and Trademark Security Agreement as of the date set forth above.

**"Grantor"**

IHA Holdings, Inc. ("IHA") and its Subsidiaries

By:   
Name: Bob Allgood  
Title: President

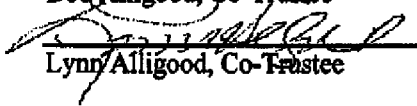
TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVE.

Agreed to and Acknowledged by:

"Secured Parties"

The Bobby Alligood Living Trust, a Grantor Trust

  
Bob Alligood, Co-Trustee

  
Lynn Alligood, Co-Trustee

Robyn Alligood

Billy Gordon

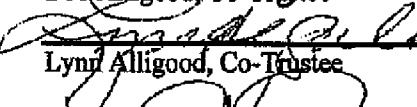
Craig Boozer


Jennifer Alligood

Daniel Dunn

The Lynn L. Alligood Living Trust, a Grantor Trust

  
Bob Alligood, Co-Trustee

  
Lynn Alligood, Co-Trustee

  
Kathleen Klein

Steven Weeks

Randal Alligood

  
William Hepner

Ron Penuel

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PATENT AND TRADEMARK  
SECURITY AGREEMENT

TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVE.

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The Bobby Alligood Living Trust, a Grantor Trust

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Bob Alligood, Co-Trustee

\_\_\_\_\_  
Lynn Alligood, Co-Trustee

\_\_\_\_\_  
Robyn Alligood

*Billy Gordon*  
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Billy Gordon

*Craig Booser*  
\_\_\_\_\_  
Craig Booser

\_\_\_\_\_  
Jennifer Alligood

*Daniel Dunn*  
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Daniel Dunn

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Jennifer Alligood

*Daniel Dunn*  
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Daniel Dunn

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Daniel Dunn

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Daniel Dunn

The Lynn L. Alligood Living Trust, a Grantor Trust

\_\_\_\_\_  
Bob Alligood, Co-Trustee

\_\_\_\_\_  
Lynn Alligood, Co-Trustee

*Kathleen Klein*  
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Kathleen Klein

*Steven Weeks*  
\_\_\_\_\_  
Steven Weeks

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Steven Weeks

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Steven Weeks

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Steven Weeks

\_\_\_\_\_  
Randal Alligood

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William Heppner

*Ron Penuel*  
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Ron Penuel

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Ron Penuel



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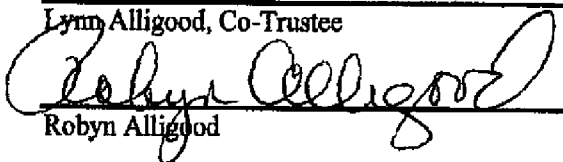
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"Secured Parties"

The Bobby Alligood Living Trust, a Grantor Trust

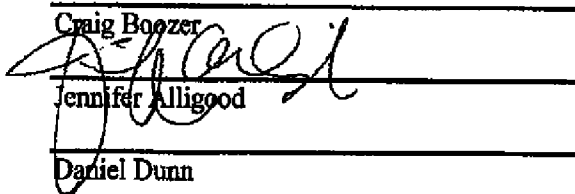
Bob Alligood, Co-Trustee

Lynn Alligood, Co-Trustee

  
Robyn Alligood

Billy Gordon

Craig Boozer

  
Jennifer Alligood

Daniel Dunn

The Lynn L. Alligood Living Trust, a Grantor Trust

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PATENT AND TRADEMARK  
SECURITY AGREEMENT

TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVE.

*Ray Hinson*

Ray Hinson

Danny and Judy Dunn Family Trust, a Grantor Trust

Danny Leroy Dunn, Trustee

Daniel Ladon Dunn, Trustee

Ice House America Trust, a Grantor Trust

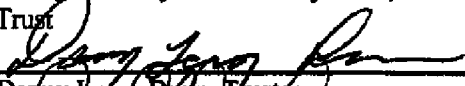
K. Gregory Isaacs, Trustee

, Trustee

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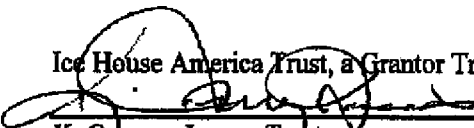

\_\_\_\_\_  
Ray Hinson

Danny and Judy Dunn Family Trust, a Grantor Trust

  
\_\_\_\_\_  
Danny Leroy Dunn, Trustee

  
\_\_\_\_\_  
Daniel Ladon Dunn, Trustee

Ice House America Trust, a Grantor Trust

  
\_\_\_\_\_  
K. Gregory Isaacs, Trustee  
  
\_\_\_\_\_  
, Trustee

**SCHEDULE I**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**  
**(PART A)**

**U.S. PATENT RIGHTS**

<i>Attorney Docket Number</i>	<i>Application or Patent Number</i>	<i>Filing or Issue Date</i>
40961.2	6,932,124	08/23/2005
40961.12	7,104,291	09/12/2006
40961.13	7,426,945	09/23/2008
40961.14	11/411,834	04/27/2006
40961.15	12/106,072	04/18/2008

**FOREIGN PATENT RIGHTS**

<i>Attorney Docket Number</i>	<i>Country of Registration</i>	<i>Application or Registration Number</i>	<i>Filing or Issue Date</i>
40961.3	WIPO	PCT/US2004/037726	11/12/2004
40961.4	Australia	20042922522	11/12/2004
40961.5	Bahamas	1746	11/19/2004
40961.6	EPO	04801008.6	11/12/2004
40961.7	India	2801/DELNP/2006	11/12/2004
40961.8	Israel	175552	11/12/2004
40961.9	Jamaica	18/1/4335	11/12/2004
40961.10	Mexico	264358	02/06/2004
40961.11	South Africa	2006/03857	11/28/2007
40961.16	Brazil	PI 080 1527-9	05/26/2008

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**(PART B)****Registered Trademarks and Trademark Applications****U.S. TRADEMARK RIGHTS**

<i>Mark</i>	<i>Application or Registration Number</i>	<i>Application or Registration Date</i>
TWICE THE ICE ICE HOUSE AMERICA (and design)	3173214	November 21, 2006 (registration date)
ICE HOUSE AMERICA	3167577	November 7, 2006 (registration date)
ICE HOUSE AMERICA	3153128	October 10, 2006 (registration date)
TWICE THE ICE	3185688	December 19, 2006 (registration date)
Stylized and/or Design Mark consisting of side/profile view of one large penguin and one small penguin	Serial number 77667183	February 10, 2009 (application date)

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TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVE.

**FOREIGN TRADEMARK RIGHTS**

<i>Attorney Docket Number</i>	<i>Mark</i>	<i>Country of Registration</i>	<i>Application or Registration Number</i>	<i>Application or Registration Date</i>
40961.18.05	Ice House America Dobro Del Gelo	Brazil	awaiting	10/30/2008
40961.18.06	Ice House America Dobro Del Gelo	Brazil	awaiting	10/30/2008
40961.18.07	Dobro Del Gelo Ice House America	Brazil	awaiting	10/30/2008
40961.18.08	Dobro Del Gelo Ice House America	Brazil	awaiting	10/30/2008
40961.30.01	Ice House America Twice the Ice (and design)	Costa Rica	189186 Registered	04/20/2009
40961.30.02	Twice The Ice Ice House America (and design)	Costa Rica	186504 Registered	02/09/2009
40961.30.03	Ice House America Dos Veces El Hielo (and design)	Costa Rica	186500 Registered	02/09/2009
40961.30.04	Dos Veces El Hielo Ice House America (and design)	Costa Rica	186493 Registered	02/09/2009
40961.18.01	Ice House America Twice the Ice (and design)	Brazil	829748105	06/02/2008
40961.18.02	Ice House America Twice the Ice (and design)	Brazil	829748083	06/02/2008
40961.18.03	Twice the Ice Ice House America (and design)	Brazil	829748091	06/02/2008
40961.18.04	Twice the Ice Ice House America (and design)	Brazil	829748075	06/02/2008
40961.22.01	Ice House America Twice the Ice (and design)	Mexico	960692	09/11/2008
40961.22.02	Ice House America Twice the Ice (and design)	Mexico	960693	09/11/2008
40961.22.03	Twice the Ice Ice House America (and design)	Mexico	960694	09/11/2008

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<i>Attorney Docket Number</i>	<i>Mark</i>	<i>Country of Registration</i>	<i>Application or Registration Number</i>	<i>Application or Registration Date</i>
40961.22.04	Twice the Ice Ice House America (and design)	Mexico	960695	09/11/2008
40961.22.05	Ice House America Dos Veces El Hielo (and design)	Mexico	960696	09/11/2008
40961.22.06	Ice House America Dos Veces El Hielo (and design)	Mexico	960697	09/11/2008
40961.22.07	Dos Veces El Hielo Ice House America (and design)	Mexico	960698	09/11/2008
40961.22.08	Dos Veces El Hielo Ice House America (and design)	Mexico	960699	09/11/2008

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PATENT AND TRADEMARK  
SECURITY AGREEMENT

RECORDED: 11/16/2009

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