# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Polar Corporation | | 12/22/2009 | CORPORATION: MINNESOTA |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Harris N.A. |
| Street Address: | 111 W. Monroe St |
| Internal Address: | 111/10W |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | national banking association: UNITED STATES |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 1608152 | POLAR |

CORRESPONDENCE DATA

Fax Number: (612)766-1600
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 612-766-6911
Email: scarlson@faegre.com
Correspondent Name: Susan Carlson
Address Line 1: 90 South 7th St Ste 2200
Address Line 4: Minneapolis, MINNESOTA 55402

| | |
|---|---|
| NAME OF SUBMITTER: | Susan Carlson |
| Signature: | /e/ Susan Carlson |
| Date: | 01/04/2010 |

Total Attachments: 5

OP $40.00 1608152

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# AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS,** Polar Corporation, a Minnesota corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

**WHEREAS**, Grantor entered into a Credit Agreement dated as of April 20, 2006, with certain financial institutions (**"Lenders"**), Harris N.A., a national banking association, as documentation agent, and Wells Fargo Bank, National Association, a national banking association, as administrative agent for such Lenders (in such capacity, **"Secured Party"**) (as amended, modified, restated or supplemented from time to time prior to the date hereof, the "**Prior Credit Agreement**"), pursuant to which Lenders made certain commitments, subject to the terms and conditions set forth in the Prior Credit Agreement, to extend certain credit facilities to Grantor;

**WHEREAS**, as a condition precedent to the making of any loans and other financial accommodations to Grantor under the Prior Credit Agreement, Grantor was required to execute and deliver a Security Agreement dated as of April 20, 2006 among Grantor, Secured Party and the other grantors named therein (as amended, modified, restated or supplemented from time to time prior to the date hereof, the **"Prior Security Agreement"**), pursuant to which Grantor created in favor of Secured Party a security interest in, and Secured Party become a secured creditor with respect to, among other things, the Trademark Collateral;

**WHEREAS**, as a further condition precedent to the making of any loans and other financial accommodations to Grantor under the Prior Credit Agreement, Grantor was required to execute and deliver a Grant of Trademark Security Interest Security Agreement of Grantor in favor of Secured Party dated as of April 20, 2006 (as amended, modified, restated or supplemented from time to time prior to the date hereof, the **"Prior Grant"**);

**WHEREAS**, the parties thereto desire to amend and restate the Prior Credit Agreement in its entirety pursuant to the terms and subject to the conditions of an Amended and Restated Credit Agreement dated as of December 22, 2009 by and among Grantor, Lenders, Harris N.A., a national banking association, as documentation agent, and Secured Party, as administrative agent for Lenders (as amended, modified, restated or supplemented from time to time, the **"Credit Agreement"**);

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **"Lender Swap Agreements"**) with one or more Persons (as defined in the Credit Agreement) that are Lenders or Affiliates (as defined in the Credit Agreement) of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **"Swap Counterparties"**);

**WHEREAS**, as a condition precedent to entering into the Credit Agreement and to induce Swap Counterparties to enter into the Lender Swap Agreements, Grantor and the other grantors party to the Prior Security Agreement are required to execute and deliver the Amended and Restated Security Agreement in favor of Secured Party dated as of December 22, 2009, which amends and restates, but does not constitute a novation of, the Prior Security Agreement

(as amended, modified, restated or supplemented from time to time, the **"Security Agreement"**); and

**WHEREAS**, as a further condition precedent to entering into the Credit Agreement and as a further inducement to Swap Counterparties to enter into the Lender Swap Agreements, Grantor is required to execute and deliver this Amended and Restated Grant of Trademark Security Interest in favor of Secured Party, which amends and restates, but does not constitute a novation of, the Prior Grant (as amended, modified, restated or supplemented from time to time, this **"Grant"**).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule 1 annexed hereto) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule 1 annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

This agreement, and the rights and obligations of the parties hereunder, shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York (including section 5-1401 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles that would require application of another law.



TRADEMARK
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Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, Grantor has caused this Amended and Restated Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of December, 2009.

**POLAR CORPORATION**

By: _____

Name: Donald Stover

Title: Vice President - Finance, Secretary & Treasurer

*Signature Page to Amended and Restated Grant of Trademark Security Interest*

**SCHEDULE 1**
**TO**
**AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST**

| Owner | Trademark Description | Registration/ Appl. Number | Registration/ Appl. Date |
|---|---|---|---|
| Polar Corporation | the word "POLAR" | Registration number 1,608,152 | registered on 7/31/90; renewed on 01/26/01; next renewal 7/31/10 |
| Polar Corporation | the word "Century" in large letters with the words "Wheel & Rim" above the letters "ury" of the word<br><br>Century and a small wheel resting on the tail of the letter "y" | State of California Trademark Registration No. 110386 | registered on September 16, 2004; registration extends to September 16, 2014 |