

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILE HIGH EQUIPMENT LLC		04/30/2010	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0791810	ICE-O-MATIC	
Registration Number:	3419248	PEARL ICE	
Registration Number:	2815662	PURE ICE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	039112-0031		
NAME OF SUBMITTER:	Kristin J. Azcona		

OP \$90.00 0791810

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**TRADEMARK
 REEL: 004197 FRAME: 0039**

Signature:	/kja/
Date:	04/30/2010
Total Attachments: 5 source=Scotman Trademark Security Agreement#page1.tif source=Scotman Trademark Security Agreement#page2.tif source=Scotman Trademark Security Agreement#page3.tif source=Scotman Trademark Security Agreement#page4.tif source=Scotman Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2010, 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 Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Scotsman Industries, Inc. (the "Borrower"), the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of April 30, 2010 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); 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, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower 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, or to the extent not defined therein, the Credit Agreement, as applicable.

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, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and all registrations and recordations thereof and all applications in connection therewith ("Trademarks"), including, without limitation, those referred to on Schedule 1 hereto;

(b) 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;

(c) all renewals and extensions of the foregoing;

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

(e) 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 anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" Trademark applications for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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.

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 and IP Licenses 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. Termination of Agreement. This Trademark Security Agreement shall terminate upon the release of the Collateral from the Liens pursuant to the Credit Agreement and the Guaranty and Security Agreement, and the Administrative Agent shall reasonably cooperate with each Grantor to execute and deliver all documents as such Grantor shall reasonably request to evidence such termination.

Section 7. 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.

Very truly yours,

SCOTSMAN GROUP LLC,
as Grantor

By: Kevin Finck
Name: KEVIN FINCK
Title: PRESIDENT

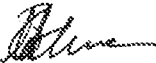
MILE HIGH EQUIPMENT LLC,
as Grantor

By: Kevin Finck
Name: KEVIN FINCK
Title: PRESIDENT

[Signature Page to Scotsman Group LLC & Mile High Equipment LLC
Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: Salman Mukhtar
Title: Duly Authorized Signatory

Schedule I
to
Trademark Security Agreement

U.S. Trademark Registrations

Trademark	Reg. No.	Reg. Date	Status	Owner
ICE-O-MATIC	0791810	29-JUN-1965	Renewed	Mile High Equipment LLC
PEARL ICE	3419248	29-APR-2008	Registered	Mile High Equipment LLC
PURE ICE	2815662	17-FEB-2004	Registered	Mile High Equipment LLC
AQUA DEFENSE SYSTEM	2926038	08-FEB-2005	Registered	Scotsman Group LLC
AQUA PATROL	2933831	15-MAR-2005	Registered	Scotsman Group LLC
AQUABULLET	3114618	11-JUL-2006	Registered	Scotsman Group LLC
AUTOIQ	2386146	12-SEP-2000	Registered	Scotsman Group LLC
CM CUBED	2184891	25-AUG-1998	Renewed	Scotsman Group LLC
CM3 CM³	2125444	30-DEC-1997	Renewed	Scotsman Group LLC
ECLIPSE	2684682	04-FEB-2003	Registered	Scotsman Group LLC
ICE FOR THE PURIST	3713236	17-NOV-2009	Registered	Scotsman Group LLC
ICE VALET	2929460	01-MAR-2005	Registered	Scotsman Group LLC
ICE-CARE	1890674	18-APR-1995	Renewed	Scotsman Group LLC
PRODIGY	3390163	26-FEB-2008	Registered	Scotsman Group LLC
RELIACLEAN	2470818	24-JUL-2001	Registered	Scotsman Group LLC
SCOTSMAN	3118885	25-JUL-2006	Registered	Scotsman Group LLC
SCOTSMAN	1095456	04-JUL-1978	Renewed	Scotsman Group LLC
SCOTSMAN NUGGET ICE	2985957	16-AUG-2005	Registered	Scotsman Group LLC
SUREFLOW	2406750	21-NOV-2000	Registered	Scotsman Group LLC
THE ICE OF CHOICE	3189784	26-DEC-2006	Registered	Scotsman Group LLC
TOUCHFREE	1970438	23-APR-1996	Renewed	Scotsman Group LLC