

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Igloo Products Corp.		02/04/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2999436	COOL CARGO
Registration Number:	3665359	
Registration Number:	0718413	IGLOO
Registration Number:	0916185	MINI-DAVS
Registration Number:	2513831	IGLOO 2GO
Registration Number:	3454203	IGLOO
Registration Number:	1670290	LUNCHMATE PLUS
Registration Number:	2875333	MAXCOLD
Registration Number:	3003099	NATURAL ICE
Registration Number:	1127892	PLAYMATE
Registration Number:	1241206	
Registration Number:	1650184	SQUIGGY
Registration Number:	1660870	TAG-ALONG
Registration Number:	3605144	ULTRATHERM

OP \$365.00 2999436

900184577

TRADEMARK
REEL: 004483 FRAME: 0585

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: ssexton@kslaw.com

Correspondent Name: Sally Sexton

Address Line 1: 1180 Peachtree St.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009175
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NAME OF SUBMITTER:	Sally Sexton
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Signature:	/sally sexton/
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Date:	02/21/2011
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 4, 2011, is made by the entity listed on the signature page hereof ("Grantor"), in favor of General Electric Capital Corporation ("GE"), as Agent (in such capacity, together with its successors and permitted assigns, the "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 February 4, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Parent, the other Credit Parties, the Lenders from time to time party thereto, GE as Agent for itself, the L/C Issuers and the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the 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

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the 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. The 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 Agent for the benefit of the Secured Parties, and grants to the 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, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (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 Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. The 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, the 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: Desiree DeStefano

Title: Chief Administrative Officer and Chief
Financial Officer

ACKNOWLEDGMENT OF GRANTOR

State of TEXAS)
) ss.
County of WALLER)

On this 4th day of February, 2011, before me personally appeared Desiree DeStefano, 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 she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Shirley A. Biffle
Notary Public



ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: Scott Garlinghouse
Its: Duly Authorized Signatory

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

TRADEMARK
REEL: 004483 FRAME: 0591

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Trademark	U.S. Registration No.	Registration Date	Record Owner
COOL CARGO	2,999,436	9/27/2005	Igloo Products Corp.
Diamond-Plated Design	3,665,359	8/4/2009	Igloo Products Corp.
IGLOO	718,413	7/18/1961	Igloo Products Corp.
IGLOO	961,185	6/19/1973	Igloo Products Corp.
IGLOO 2GO	2,513,831	12/4/2001	Igloo Products Corp.
IGLOO and Design	3,454,203	6/24/2008	Igloo Products Corp.
LUNCHMATE PLUS	1,670,290	12/31/1991	Igloo Products Corp.
MAXCOLD	2,875,333	8/17/2004	Igloo Products Corp.
NATURAL ICE	3,003,099	9/27/2005	Igloo Products Corp.
PLAYMATE	1,127,892	12/18/1979	Igloo Products Corp.
PLAYMATE Design	1,241,206	6/7/1983	Igloo Products Corp.
SQUIGGY	1,650,184	7/9/1991	Igloo Products Corp.
TAG-ALONG	1,660,870	10/15/1991	Igloo Products Corp.
ULTRATHERM	3,605,144	4/14/2009	Igloo Products Corp.

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

1. Grantor routinely, in the ordinary course of its business, grants royalty-free perpetual licenses of its Trademarks to its customers for use in connection with such customers' resale, marketing and advertising of products purchased from said Grantor. Although such contracts may have been fully performed as of the date hereof, the licenses granted thereunder continue to remain in effect.
2. Grantor periodically, in the ordinary course of its business, enters into co-branding relationships where said Grantor licenses its Trademarks royalty-free to third parties for use in various programs, advertisements and productions.