

USPTO 4/7/2011 8:21:28 PM PAGE 3/004 Fax Server
 TO: ANITA B. MAURO COMPANY: 55 E. MONROE STREET, 37TH FLOOR

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

03/22/2011
 900187187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ice House America, L.L.C.		03/21/2011	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 S. Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	an Ohio Banking Corporation: OHIO		
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	
Registration Number:	3704627		
CORRESPONDENCE DATA			
Fax Number:	(312)782-1745		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	amauro@thompsoncoburn.com		
Correspondent Name:	Anita B. Mauro		
Address Line 1:	55 E. Monroe Street, 37th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	970901.95193		
NAME OF SUBMITTER:	Anita B. Mauro		

OP \$140.00 3173214

700462675

TRADEMARK
 REEL: 004539 FRAME: 0367

USPTO 4/7/2011 8:21:28 PM PAGE 4/004 Fax Server
TO: ANITA B. MAURO COMPANY: 55 E. MONROE STREET, 37TH FLOOR

Signature:	/Anita B. Mauro/
Date:	03/22/2011
<p>Total Attachments: 14 source=TTI IP Security Agreement#page1.tif source=TTI IP Security Agreement#page2.tif source=TTI IP Security Agreement#page3.tif source=TTI IP Security Agreement#page4.tif source=TTI IP Security Agreement#page5.tif source=TTI IP Security Agreement#page6.tif source=TTI IP Security Agreement#page7.tif source=TTI IP Security Agreement#page8.tif source=TTI IP Security Agreement#page9.tif source=TTI IP Security Agreement#page10.tif source=TTI IP Security Agreement#page11.tif source=TTI IP Security Agreement#page12.tif source=TTI IP Security Agreement#page13.tif source=TTI IP Security Agreement#page14.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of March 21, 2011, by and among Fifth Third Bank, an Ohio banking corporation ("Lender"), Twice the Ice Holdings, LLC, a Delaware limited liability company ("Holdings"), Ice House America, L.L.C., a Florida limited liability company ("IHA"), Ice House International, L.L.C., a Florida limited liability company ("IHI"), IHA Finance, LLC, a Florida limited liability company ("Ice Finance"), East Coast Ice, LLC, a Florida limited liability company ("ECI"), Cactus Ice, LLC, a Florida limited liability company ("CI"), Florida Ice Ventures, LLC, a Florida limited liability company ("FIV"), ECI 7, LLC, a Florida limited liability company ("ECI 7"), and ECI 8, LLC, a Florida limited liability company ("ECI 8") (Holdings, IHA, IHI, Ice Finance, ECI, CI, FIV, ECI 7 and ECI 8 are each individually a "Borrower" and collectively the "Borrowers"),

WITNESSETH:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers pursuant to that certain Loan and Security Agreement of even date herewith by and among Lender and Borrowers (as may be amended or restated from time to time, the "Loan Agreement") and the "Other Agreements" (as defined in the Loan Agreement) (the Loan Agreement, together with the Other Agreements are collectively the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, Borrowers granted to Lender a first position priority security interest and lien in and to all of Borrowers' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers covenant unto and agree with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Liabilities, each Borrower hereby grants and conveys to Lender a first position priority security interest and lien in and to all of such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements

thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the Trademark licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrowers acknowledge and agree that upon the occurrence and continuance of an Event of Default, and upon written notice to Borrowers, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. Restrictions on Future Agreements.

A. Borrowers agree that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrowers will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrowers' obligations under this Agreement. Borrowers further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Each Borrower hereby represents and warrants to Lender that such Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral, other than the licenses listed on Schedule "D" attached hereto.

4. **New Trademarks, Patents and Copyrights.** Each Borrower represents and warrants that the Trademarks, Patents and Copyrights listed on Exhibits "A", "B" and "C" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights and applications therefor now owned by such Borrower. If, prior to payment of the Liabilities in full, such Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights or application for copyright registration, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, or application for copyright registration, the provisions of Paragraph 2 above shall automatically apply thereto and such Borrower shall provide Lender with immediate notice thereof. Borrowers hereby authorize Lender to modify this Agreement by amending Exhibits "A", "B" and "C" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights and applications for copyright registration.

5. **Royalties; Terms.** Each Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after and during the continuance of an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents. Upon such payment of the Liabilities and termination of the Loan Documents, Lender shall execute and deliver to Borrowers a release evidencing the termination of its security interest in the Intellectual Property Collateral as Pledgor may reasonably request.

6. **Lender's Right to Inspect.** Lender shall have the right to inspect Borrowers' premises and to examine Borrowers' books, records and operations, including, without limitation, Borrowers' quality control processes, in each case to the extent provided in the Loan Agreement. Upon the occurrence and during the continuation of an Event of Default, Borrowers agree that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Each Borrower agrees not to sell or assign its interest in the Trademarks, Patents, Copyrights or Licenses without Lender's consent, unless otherwise permitted under the terms of the Loan Agreement.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrowers.** Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, and (iii) to preserve and maintain all Intellectual Property Collateral, in each case, as deemed appropriate by Borrowers using their reasonable business judgment. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any Intellectual Property Collateral that is used in, and material to, their business operations, without the consent of Lender.

9. **Lender's Right to Sue.** Upon the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrowers of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Agreement and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the other Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Lender to make, constitute and appoint any officer of Lender as such Borrower's true and lawful attorney-in-fact, with power, upon and during the continuance of an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrowers and Lender have been terminated. Borrowers acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrowers and their successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

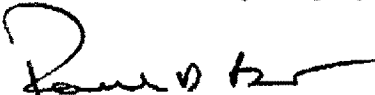
16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Joint and Several.** All references to "Borrowers" and "Borrower" shall mean Holdings, IHA, IHI, Ice Finance, ECI, CI, FIV, ECI 7 and ECI 8, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Holdings, IHA, IHI, Ice Finance, ECI, CI, FIV, ECI 7 and ECI 8.

[signature page follows]

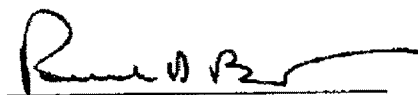
IN WITNESS WHEREOF, Borrowers' duly authorized officers, members or managers, as applicable, have executed this Agreement as of the date first set forth above.

TWICE THE ICE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Paul Barnett, President

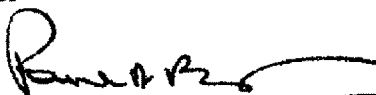
ICE HOUSE AMERICA, L.L.C.,
a Florida limited liability company

By: **Twice the Ice Holdings, LLC,** a
Delaware limited liability company, its
Manager

By: 
Paul Barnett, President

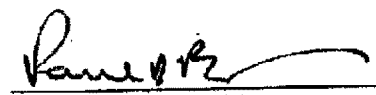
ICE HOUSE INTERNATIONAL, L.L.C.,
a Florida limited liability company

By: **Twice the Ice Holdings, LLC,** a
Delaware limited liability company, its
Manager

By: 
Paul Barnett, President

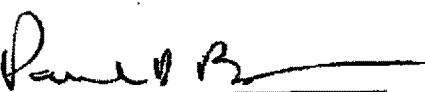
IHA FINANCE, LLC,
a Florida limited liability company

By: **Twice the Ice Holdings, LLC,** a
Delaware limited liability company, its
Manager

By: 
Paul Barnett, President

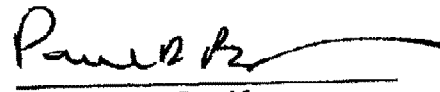
EAST COAST ICE, LLC,
a Florida limited liability company

By: **Twice the Ice Holdings, LLC,** a
Delaware limited liability company, its
Manager

By: 
Paul Barnett, President

CACTUS ICE, LLC,
a Florida limited liability company

By: **Twice the Ice Holdings, LLC,** a
Delaware limited liability company, its
Manager

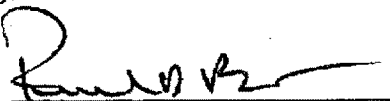
By: 
Paul Barnett, President

[signature page continues]

[Signature Page to Intellectual Property Security Agreement]

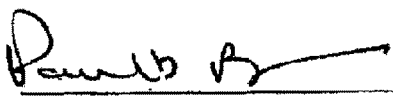
FLORIDA ICE VENTURES, LLC,
a Florida limited liability company

By: **Twice the Ice Holdings, LLC,** a
Delaware limited liability company, its
Manager

By: 
Paul Barnett, President

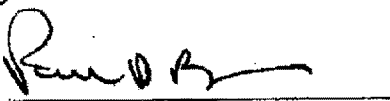
ECI 7, LLC,
a Florida limited liability company

By: **Twice the Ice Holdings, LLC,** a
Delaware limited liability company, its
Manager

By: 
Paul Barnett, President

ECI 8, LLC,
a Florida limited liability company

By: **Twice the Ice Holdings, LLC,** a
Delaware limited liability company, its
Manager

By: 
Paul Barnett, President

[Signature Page to Intellectual Property Security Agreement]

ACCEPTANCE

The undersigned as Lender accepts the foregoing Collateral Assignment of Intellectual Property.

FIFTH THIRD BANK,
an Ohio banking corporation

By: 
Phillip E. Carr, Vice President
JEREMY STUMP

[Acceptance Page to Intellectual Property Security Agreement]

SCHEDULE A**TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY****Trademarks and Trademark Registrations**

Registrations:

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>
Costa Rica	ICE HOUSE AMERICA TWICE THE ICE (and Design)	189186	4/20/2009
Costa Rica	TWICE THE ICE ICE HOUSE AMERICA (and Design)	186504	2/9/2009
Costa Rica	ICE HOUSE AMERICA DOS VECES EL HIELO (and Design)	186500	2/9/2009
Costa Rica	DOS VECES EL HIELO ICE HOUSE AMERICA (and Design)	186493	2/9/2009
Mexico	ICE HOUSE AMERICA TWICE THE ICE (and Design)	1112385	7/28/2009
Mexico	ICE HOUSE AMERICA TWICE THE ICE (and Design)	1097544	4/24/2009
Mexico	TWICE THE ICE ICE HOUSE AMERICA (and Design)	1097545	4/24/2009
Mexico	TWICE THE ICE ICE HOUSE AMERICA (and Design)	1097546	4/24/2009
Mexico	ICE HOUSE AMERICA DOS VECES EL HIELO (and Design)	1097547	4/24/2009
Mexico	ICE HOUSE AMERICA DOS VECES EL HIELO	1097548	4/24/2009

Mexico	(and Design) DOS VECES EL HIELO ICE HOUSE AMERICA (and Design)*	1097549	4/24/2009
Mexico	DOS VECES EL HIELO ICE HOUSE AMERICA (and Design)	1097550	4/24/2009
United States	Twice the Ice Ice House America – Design Plus Word, Letters and/or Numbers	3173214	3/29/06
United States	Ice House America – Standard Character Mark (Service Mark)	3167577	3/29/05
United States	Ice House America – Standard Character Mark (Trademark)	3153128	3/29/05
United States	Twice the Ice – Standard Character Mark	3185688	3/29/05
United States	Ice House Double Penguins – Design Only (Trademark)	3704627	2/10/09
Florida	Ice House America -- Trademark	T06000001151	9/12/06
Florida	Ice House America – Service Mark	T06000001154	9/12/06
Florida	Twice the Ice Ice House America – Logo Mark/Trademark	T06000001152	9/12/06
Florida	Twice the Ice – Service Mark	T06000001153	9/12/06

Applications:

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Brazil	ICE HOUSE AMERICA DOBRO DE GELO	830102361	10/30/2008
Brazil	ICE HOUSE AMERICA DOBRO DE GELO	830102353	10/30/2008

Brazil	DOBRO DE GELO ICE HOUSE AMERICA	830102337	10/30/2008
Brazil	DOBRO DE GELO ICE HOUSE AMERICA	830102345	10/30/2008
Brazil	ICE HOUSE AMERICA TWICE THE ICE (and Design)	829748105	6/2/2008
Brazil	ICE HOUSE AMERICA TWICE THE ICE (and Design)	829748083	6/2/2008
Brazil	TWICE THE ICE ICE HOUSE AMERICA (and Design)	829748091	6/2/2008
Brazil	TWICE THE ICE ICE HOUSE AMERICA (and Design)	829748075	6/2/2008

SCHEDULE B
TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY

Patents and Patent Registrations

<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Grant Date</u>
United States	10/715563	11/19/03	6932124	08/23/2005
PCT*	PCT/US2004/037726	11/12/04	N/A	N/A
Australia	2004292522	11/12/04		
Bahamas	1746	11/19/04		
EPC	2004801008	11/12/04		
India	2801/DELNP/2006	11/12/04		
Israel	175552	11/12/04		
Jamaica	18/1/4335	11/12/04		
Mexico	PA/a/2006/005453	11/12/04	264358	02/06/2009
United States	11/110924	4/21/05	7104291	09/12/2006
United States	11/397687	4/5/06	7426945	09/23/2008
United States	11/411834	4/27/06	7735527	06/15/2010
United States	12/10672	4/18/06	7806152	10/05/2010
Brazil	PI0801527-9	5/26/08		
United States	12/767,903	4/27/10		
United States	12/871,632	8/30/10		

SCHEDULE C
TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY

Copyrights and Copyright Applications

<u>Copyright</u>	<u>Date</u>	<u>Title</u>
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None

SCHEDULE D**TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY****License Agreements**

Licenses by the Borrowers of Trademarks to certain of their dealers, distributors, and owners of ice machines and other third parties.

In December 2005, Ice House America, L.L.C. ("IHA") filed a patent infringement lawsuit against Innovative Packaging Technologies, Inc. ("IPT"), Richard J. Soderman, M. Rutledge Inc., Mark Rutledge and Jeffrey Poore, alleging that their use of the ice machines infringed IHA's patents. As documented in a License & Settlement Agreement, dated as of January 1, 2009, the claims against IPT, Soderman and Poore were settled. Soderman had claimed to be an inventor of certain ice machines and to have rights in the certain patents. Pursuant to the settlement, Soderman assigned all of his rights in the patents to IHA in exchange for \$250,000 and a non-exclusive license for IPT, apparently Soderman and Poore's company, to use the disputed patents to make and sell ice machines pursuant to certain limitations. The license is limited to manufacturing and selling 25 "Ice Cube" and "Mini Cube" machines per year, provided that such limitation does not apply to machines that are sold internationally. The machines that are sold in the United States may not be sold for installation at a location that is within 2 miles of the existing location of an IHA ice house.

Pursuant to a License & Settlement Agreement dated as of August, 2006, IHA granted a patent license to L&T Ice, LLC relating to a single installed product in exchange for payment of \$34,500.

There exists certain licenses of intellectual property between Borrowers.

5293018.3