

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arctic Glacier Vernon Inc.		07/27/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Arctic Glacier U.S.A., Inc.
Street Address:	1654 Marthaler Lane
City:	West St. Paul
State/Country:	MINNESOTA
Postal Code:	55118
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3452222	FROZEN DIAMONDS
Registration Number:	3456523	"FROZEN DIAMONDS"
Registration Number:	1144420	THE UNION ICE COMPANY

CORRESPONDENCE DATA

Fax Number: 6172359493
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-596-9617
 Email: trademarks@ropesgray.com
 Correspondent Name: Amanda D. Rich, Ropes & Gray LLP
 Address Line 1: 1211 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	HIGM-021
NAME OF SUBMITTER:	Amanda D. Rich

CH \$90.00 3452222

Signature:	/Amanda D. Rich/
Date:	07/31/2012
Total Attachments: 5 source=Arctic Glacier Vernon Assignment#page1.tif source=Arctic Glacier Vernon Assignment#page2.tif source=Arctic Glacier Vernon Assignment#page3.tif source=Arctic Glacier Vernon Assignment#page4.tif source=Arctic Glacier Vernon Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered this 27 day of July, 2012 (the "Effective Date"), by Arctic Glacier Vernon Inc., a California corporation ("Assignor"), in favor of Arctic Glacier U.S.A., Inc., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, pursuant to the Asset Purchase Agreement (as amended from time to time, the "Master Agreement"), made June 7, 2012, by and among Arctic Glacier, LLC (f/k/a H.I.G. Zamboni, LLC), Arctic Glacier Income Fund, and certain subsidiaries of Arctic Glacier Income Fund including Assignor (collectively, the "Master Agreement Parties"), together with the Designated Purchaser Agreement, made July 10th, 2012, by and among the Master Agreement Parties, Assignee, Arctic Glacier Transportation, LLC and Arctic Glacier Canada Inc., Assignor has agreed to, assign, transfer, deliver and convey to Assignee, and Assignee has agreed to receive from Assignor, all right, title and interest of every kind and nature in and to the trademarks and trade names listed on Schedule A hereto (including all associated goodwill represented by such trademarks and trade names) (collectively, the "Trademarks"); and

WHEREAS, the parties hereto desire to effect the consummation of the assignment, transfer, delivery and conveyance to the Assignee of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Master Agreement, the Assignor does hereby agree with the Assignee as follows:

1. Capitalized terms used but not defined herein have the meanings set forth in the Master Agreement.
2. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, including all common law rights, together with the goodwill of the Purchased Business in connection with which the Trademarks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the Closing Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
3. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and register any and all trademarks granted thereon to Assignee, as assignee of the


entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.


[Signature page follows]

Date. IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective

ARCTIC GLACIER VERNON INC.

By: 
Name:
Title:

ARCTIC GLACIER U.S.A., INC.

By: 
Name:
Title:

Signature page to U.S. Trademark Assignment: Arctic Glacier Vernon Inc.

SCHEDULE A

Trademarks

Registered:

Mark	Registration Number	Owner
FROZEN DIAMONDS	3,452,222	Arctic Glacier Vernon Inc.
FROZEN DIAMONDS & Design	3,456,523	Arctic Glacier Vernon Inc.
THE UNION ICE COMPANY & Design	1,144,420	Arctic Glacier Vernon Inc.

State Registrations:

Mark	Registration Number	Jurisdiction	Owner
"FROZEN DIAMONDS"	0112,909	California	Arctic Glacier Vernon Inc.
FROZEN DIAMONDS	0112,910	California	Arctic Glacier Vernon Inc.
THE UNION ICE COMPANY	57565	California	Arctic Glacier Vernon Inc.
THE UNION ICE COMPANY	6327	California	Arctic Glacier Vernon Inc.

Unregistered:

None

Trade Names

Registered:

Assumed, Fictitious or Trade Name	Jurisdiction	Owner
Union Ice Company	Los Angeles County, expires 5/24/2017	Arctic Glacier Vernon Inc.
Union Ice	Los Angeles County, expires 5/24/2017	Arctic Glacier Vernon Inc.
Kar Ice Service	Los Angeles County, expires 11/26/2012	Arctic Glacier Vernon Inc.
Kar Ice	Los Angeles County, expires 11/26/2012	Arctic Glacier Vernon Inc.

Unregistered:

None