

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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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 Inc.		07/27/2012	CORPORATION: CANADA

**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: 12**

Property Type	Number	Word Mark
Registration Number:	1647563	NORTH STAR ICE
Registration Number:	2288082	ARCTIC GLACIER
Registration Number:	2726221	ARCTIC GLACIER
Registration Number:	2792783	ICE PERFECTION SYSTEM
Registration Number:	1183157	LEISURE TIME ICE
Registration Number:	2043304	LEISURE TIME
Registration Number:	2994399	VIVA FLAM
Registration Number:	3692437	KOLDKIST
Registration Number:	3594736	KOLDKIST
Registration Number:	3889944	PACKAGING IN TUNE WITH NATURE
Registration Number:	4003753	VINTAGE CUBED ICE
Serial Number:	85592575	"WE HAVE NO TASTE."

**CORRESPONDENCE DATA**

CH \$315.00 1647563

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
Signature:	/Amanda D. Rich/
Date:	07/31/2012

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and delivered this 27 day of July, 2012 (the "Effective Date"), by Arctic Glacier Inc., a Canadian 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]*

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

**ARCTIC GLACIER INC.**

By:   
Name:  
Title:

**ARCTIC GLACIER U.S.A., INC.**

By:   
Name:  
Title:

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

**SCHEDULE A**

**Trademarks**

Registrations:

<b>Trademark</b>	<b>Registration No. or Application No.</b>	<b>Owner</b>
NORTH STAR ICE & Design	1,647,563	Arctic Glacier Inc.
ARCTIC GLACIER	2,288,082	Arctic Glacier Inc.
ARCTIC GLACIER	2,726,221	Arctic Glacier Inc.
ICE PERFECTION SYSTEM	2,792,783	Arctic Glacier Inc.
LEISURE TIME ICE & Design	1,183,157	Arctic Glacier Inc.
LEISURE TIME	2,043,304	Arctic Glacier Inc.
VIVA FLAM & Flame Design	2,994,399	Arctic Glacier Inc.
KOLDKIST	3,692,437	Arctic Glacier Inc.
KOLDKIST	3,594,736	Arctic Glacier Inc.
PACKAGING IN TUNE WITH NATURE	3,889,944	Arctic Glacier Inc.
VINTAGE CUBED ICE	4,003,753	Arctic Glacier Inc.
"WE HAVE NO TASTE!"	Pending (Serial No. 85,597,292)	Arctic Glacier Inc.
"WE HAVE NO TASTE."	Pending (Serial No. 85,592,575)	Arctic Glacier Inc.

State Registrations:

None

Unregistered:

None

**Trade Names**

Registered:

None

Unregistered:

None