

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 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: 1			
Property Type	Number	Word Mark	
Serial Number:	85597292	"WE HAVE NO TASTE!"	
CORRESPONDENCE DATA			
Fax Number:	6467282964		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-596-9617		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Amanda D. Rich		
Address Line 1:	121 Avenue of the Americas		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	HIGM-021		
NAME OF SUBMITTER:	Amanda D. Rich		
Signature:	/a rich/		

CH \$40.00 85597292

Date:

08/02/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and delivered this 27th 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 10, 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 registrations, pending applications, and goodwill represented by such trademarks and trade names) (collectively, the "Trademarks"), together with the business of Assignor in connection with which Assignor has a *bona fide* intent to use 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 that portion of Assignor's business in connection with which it has a *bona fide* intent to use the Trademarks, 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:

Trademark	Registration No. or Application No.	Owner
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