

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mile High Equipment LLC		12/12/2012	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code: TX1-492-14-11		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4161521	GREEN RELEAF	
Registration Number:	3419248	PEARL ICE	
Registration Number:	2815662	PURE ICE	
Registration Number:	0791810	ICE-O-MATIC	
Serial Number:	85760314		
Serial Number:	77753021	CRYSTAL TIPS	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	704-373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		

OP \$165.00 4161521

900243075

**TRADEMARK
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Address Line 2: Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	4452178-3577
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	01/03/2013

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 12, 2012, by and between MILE HIGH EQUIPMENT LLC, a Colorado limited liability company (the "Grantor"), and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties, is entered into in connection with that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Ali S.p.A., a corporation organized under the laws of Italy ("Parent"), Ali Group North America Corporation, a Delaware corporation (the "Company"), the Designated Borrowers from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.

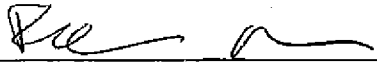
This Agreement is executed pursuant to the terms of that certain Pledge and Security Agreement, dated as of the date hereof, among the Grantor, the Company, certain other Subsidiaries of Parent from time to time party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, a continuing security interest in any and all right, title and interest of the Grantor in and to all Trademarks (other than Excluded Property) of the Grantor, whether now owned or existing or owned, acquired or arising hereafter, including, without limitation, the Trademarks described on Schedule 1 hereto.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

MILE HIGH EQUIPMENT LLC, as Grantor

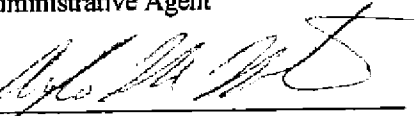
By: 
Name: Filippo Berti
Title: Vice President

Ali S.p.A.
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Acknowledged and accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 


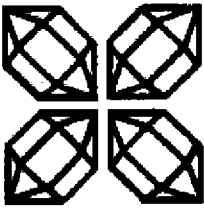
Name: Angelo M. Martorana
Title: Assistant Vice President

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Schedule 1

Trademarks

Trademark	Registration No. / Application No.	Registration Date / Filing Date
GREEN RELEAF & Design 	4,161,521	June 19, 2012
PEARL ICE	3,419,248	April 29, 2008
PURE ICE	2,815,662	February 17, 2004
ICE-O-MATIC	791,810	June 29, 1965
	85/760,314	October 22, 2012
CRYSTAL TIPS	77/753,021	June 5, 2009