

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Scotsman Group LLC		12/12/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	Mail Code: TX1-492-14-11
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	a national banking association: UNITED STATES

<b>PROPERTY NUMBERS Total: 18</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	4235942	THE ORIGINAL CHEWABLE ICE
Registration Number:	4092185	LUV THE NUG
Registration Number:	3390163	PRODIGY
Registration Number:	3713236	ICE FOR THE PURIST
Registration Number:	3854264	BRILLIANCE
Registration Number:	3118885	SCOTSMAN
Registration Number:	3114618	AQUABULLET
Registration Number:	2985957	SCOTSMAN NUGGET ICE
Registration Number:	3189784	THE ICE OF CHOICE
Registration Number:	2933831	AQUA PATROL
Registration Number:	2926038	AQUA DEFENSE SYSTEM
Registration Number:	2929460	ICE VALET
Registration Number:	2684682	ECLIPSE

OP \$465.00 4235942

Registration Number:	2125444	CM3
Registration Number:	2184891	CM CUBED
Registration Number:	1970438	TOUCHFREE
Registration Number:	1890674	ICE-CARE
Registration Number:	1095456	SCOTSMAN

**CORRESPONDENCE DATA**

Fax Number: 7043738822  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 704-373-4640  
 Email: bsmith@mcguirewoods.com  
 Correspondent Name: Betty G. Smith, Senior Paralegal  
 Address Line 1: McGuireWoods LLP, 201 N. Tryon St.  
 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:	01/07/2013

**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 SCOTSMAN GROUP LLC, a Delaware 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]

SCOTSMAN GROUP LLC, as Grantor

By:   
Name: Filippo Berti  
Title: Vice President

Ali S.p.A.  
Ali Group North America Corporation  
Trademark Security Agreement  
Signature Page

TRADEMARK  
REEL: 004936 FRAME: 0443

Acknowledged and accepted:

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

By: 

Name: Angelo M. Martorana


Title: Assistant Vice President

Ali S.p.A.  
Ali Group North America Corporation  
Trademark Security Agreement  
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TRADEMARK  
REEL: 004936 FRAME: 0444

## Schedule 1

## Trademarks

Trademark	Registration No. / Application No.	Registration Date / Filing Date
THE ORIGINAL CHEWABLE ICE	4,235,942	November 6, 2012
LUV THE NUG	4,092,185	January 24, 2012
PRODIGY	3,390,163	February 26, 2008
ICE FOR THE PURIST	3,713,236	November 17, 2009
BRILLIANCE	3,854,264	September 28, 2010
SCOTSMAN	3,118,885	July 25, 2006
AQUABULLET	3,114,618	July 11, 2006
SCOTSMAN NUGGET ICE	2,985,957	August 16, 2005
THE ICE OF CHOICE	3,189,784	December 26, 2006
AQUA PATROL	2,933,831	March 15, 2005
AQUA DEFENSE SYSTEM	2,926,038	February 8, 2005
ICE VALET	2,929,460	March 1, 2005
ECLIPSE	2,684,682	February 4, 2003
CM3 & Design 	2,125,444	December 30, 1997
CM CUBED	2,184,891	August 25, 1998
TOUCHFREE	1,970,438	April 23, 1996
ICE-CARE	1,890,674	April 18, 1995
SCOTSMAN	1,095,456	July 4, 1978