TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reddy Ice Corporation		05/01/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	500 Stanton Christiana Road, Ops 2, 3rd Fl
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3234275	CRYSTAL CLASSIC CUBES
Registration Number:	3234276	CRYSTAL CLASSIC CUBES GOURMET ICE CUBES
Registration Number:	2874281	REDDYICE
Registration Number:	2686355	REDDY ICE
Registration Number:	2680967	REDDY
Registration Number:	2107313	TRIANGLE ICE
Registration Number:	1574073	PREMIUM ICE
Registration Number:	1533504	CITY ICE
Registration Number:	1421317	SPARKLE
Registration Number:	1242718	THE ICE FACTORY
Serial Number:	85896906	REDDYICE

OP $290.00 3234275

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email:	daniel.cote@thomsonreuters.com
Correspondent Name:	Elaine Carrera, Legal Assistant
Address Line 1:	80 Pine Street
Address Line 2:	Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	05/01/2013

Total Attachments: 6
source=Tab 9 - Trademark Security Interest Agreement - First Lien#page1.tif
source=Tab 9 - Trademark Security Interest Agreement - First Lien#page2.tif
source=Tab 9 - Trademark Security Interest Agreement - First Lien#page3.tif
source=Tab 9 - Trademark Security Interest Agreement - First Lien#page4.tif
source=Tab 9 - Trademark Security Interest Agreement - First Lien#page5.tif
source=Tab 9 - Trademark Security Interest Agreement - First Lien#page6.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of May 1, 2013, by REDDY ICE CORPORATION, a Nevada corporation, ("Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as First Lien Administrative Agent pursuant to the First Lien Credit Agreement (in such capacity, the "First Lien Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the First Lien Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the First Lien Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Pledgor hereby agrees with the First Lien Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the First Lien Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademark registrations and applications of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the First Lien Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Junior Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the First Lien Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the First Lien Administrative Agent

hereunder are subject to the terms of the Junior Lien Intercreditor Agreement. In the event of any conflict between the terms of the Junior Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Junior Lien Intercreditor Agreement shall govern and control.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the First Lien Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, Lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature pages follow]

TRADEMARK
REEL: 005018 FRAME: 0991

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

REDDY ICE CORPORATION

By: _____
Name: Steven J. Janusek
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as First Lien Administrative Agent

By: _____
Name:
Title: Tony Wong
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Reddy Ice Corporation	3234275	CRYSTAL CLASSIC CUBES
Reddy Ice Corporation	3234276	CRYSTAL CLASSIC CUBES GOURMET ICE CUBES
Reddy Ice Corporation	2874281	REDDY ICE AND DESIGN
Reddy Ice Corporation	2686355	REDDY ICE
Reddy Ice Corporation	2680967	REDDY
Reddy Ice Corporation	2107313	TRIANGLE ICE
Reddy Ice Corporation	1574073	PREMIUM ICE
Reddy Ice Corporation	1533504	CITY ICE
Reddy Ice Corporation	1421317	SPARKLE
Reddy Ice Corporation	1242718	THE ICE FACTORY

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Reddy Ice Corporation	85/896906	REDDYICE