

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCTIC GLACIER U.S.A., INC.		05/10/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PROSPECT CAPITAL CORPORATION, as Administrative Agent		
Street Address:	10 EAST 40TH STREET, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2043304	LEISURE TIME	
Registration Number:	1183157	LEISURE TIME ICE	
Registration Number:	2288082	ARCTIC GLACIER	
Registration Number:	2726221	ARCTIC GLACIER	
Registration Number:	1419373	GLACIER	
Registration Number:	1647563	NORTH STAR ICE	
Registration Number:	1343746	HOMETOWN	
Registration Number:	2994399	VIVA FLAM	
Registration Number:	4102297	PARTY TIME	
Registration Number:	4003753	VINTAGE CUBED ICE	
Registration Number:	3889944	PACKAGING IN TUNE WITH NATURE	
Registration Number:	3692437	KOLDKIST	
Registration Number:	3594736	KOLDKIST	
Registration Number:	3456523	"FROZEN DIAMONDS"	

OP \$440.00 2043304

Registration Number:	3452222	FROZEN DIAMONDS
Registration Number:	2792783	ICE PERFECTION SYSTEM
Registration Number:	4242426	ICESURANCE

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.
 Address Line 1: 21 Tadcaster Circle
 Address Line 2: attn: Penelope J.A. Agodoa
 Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38667
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/14/2013

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ARCTIC GLACIER U.S.A., INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 10, 2013

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: PROSPECT CAPITAL CORPORATION, as Administrative Agent

Internal Address: _____

Street Address: 10 EAST 40TH STREET, 44TH FLOOR

City: NEW YORK

State: NY

Country: USA Zip: 10016

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship MARYLAND
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

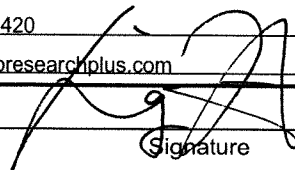
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

May 14, 2013

Date

DongHwa Kim

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of May 10, 2013 (this “**Agreement**”), between ARCTIC GLACIER U.S.A., INC., a Delaware corporation (the “**Grantor**”) and PROSPECT CAPITAL CORPORATION as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties (as referenced herein).

Reference is made to (a) the Second Lien Guarantee and Collateral Agreement dated as of May 10, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among Arctic Glacier U.S.A., Inc. (the “**Borrower**”), Arctic Glacier, LLC (“**Holdings**”) the Domestic Subsidiaries from time to time party thereto and the Administrative Agent and (b) the Second Lien Term Loan Agreement dated as of May 10, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Term Loan Agreement**”), among the Borrower, Holdings the Lenders from time to time party thereto and Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Term Loan Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Term Loan Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Term Loan Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.02 of the Term Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Administrative Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademark registrations and applications set forth on Schedule I attached hereto (the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, in accordance with its terms, following a written request therefor, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing the Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Guarantee and Collateral Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

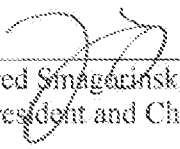
SECTION 7. Intercreditor Agreement. Reference is made to the Intercreditor Agreement dated as of May 10, 2013 (as amended, restated, supplemented or otherwise modified from time to time, and as referred to in this legend, the "*Intercreditor Agreement*"), between Credit Suisse AG, as First Lien Collateral Agent (as defined therein), and the Administrative Agent. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

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

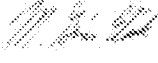
By:


Name: Fred Smagorinsky
Title: President and Chief Executive
Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005028 FRAME: 0770

PROSPECT CAPITAL CORPORATION, as
Administrative Agent





By: 
Name: M. Grier Eliasek
Title: President and Chief Operating Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005028 FRAME: 0771

Schedule I

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
LEISURE TIME	3/11/1997	2043304
 LEISURE TIME ICE	12/22/1981	1183157
ARCTIC GLACIER	10/19/1999	2288082
ARCTIC GLACIER	6/17/2003	2726221
GLACIER	12/2/1986	1419373
 NORTH STAR ICE	6/11/1991	1647563
 HOMETOWN	6/25/1985	1343746
 VIVA FLAM	9/13/2005	2994399
PARTY TIME	2/21/2012	4102297
VINTAGE CUBED ICE	7/26/2011	4003753

PACKAGING IN TUNE WITH NATURE	12/14/2010	3889944
KOLDKIST	10/6/2009	3692437
KOLDKIST	3/24/2009	3594736
 "FROZEN DIAMONDS"	7/1/2008	3456523
FROZEN DIAMONDS	6/24/2008	3452222
ICE PERFECTION SYSTEM	12/9/2003	2792783
ICESURANCE	11/13/2012	4242426

U.S. Trademark Applications

None.