

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICEBOXX, LLC		04/30/2013	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	GENESIS ICE CAPITAL PARTNERS, LLC		
Street Address:	200 South Wacker Drive, Suite 625		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85660454	ICE BOXX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-957-2400		
Email:	pgladstone@handlerthayer.com		
Correspondent Name:	Michael Williams		
Address Line 1:	200 South Wacker Drive, Suite 625		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Michael Williams		
Signature:	/Michael Williams/		
Date:	07/15/2013		

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Total Attachments: 21

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**SECOND AMENDED AND RESTATED
LOAN AGREEMENT**

BY AND BETWEEN

**GENESIS ICE CAPITAL PARTNERS, LLC,
AS LENDER**

and

**ICEBOXX, LLC,
AS BORROWER**

DATED AS OF APRIL 30, 2013

LOAN AGREEMENT

THIS AMENDED AND RESTATED LOAN AGREEMENT is made and entered into as of April 30, 2013, by and between Genesis Ice Capital Partners, LLC, a Delaware limited liability company ("Lender"), and ICEBOXX, LLC, a New Jersey limited liability company ("Borrower").

WITNESSETH:

WHEREAS, Lender and Borrower executed a Promissory Note dated April 9, 2013, and Loan Purchase Agreement dated April 9, 2013, for the principal amount of Three Hundred Thousand Dollars (\$300,000) (the "Prior Note");

WHEREAS, Lender and Borrower have agreed to amend the Prior Note and Lender has agreed to make that certain loan to Borrower in accordance with the terms and conditions set forth in that certain Second Amended and Restated Promissory Note that is attached hereto and made a part hereof as Exhibit A (the "Promissory Note"); and,

WHEREAS, Lender is willing to advance the funds under the Promissory Note, but solely on the terms and subject to the conditions set forth in this Loan Agreement and the other documents, instruments and agreements executed and delivered pursuant to this Loan Agreement or referenced herein.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and understandings of Lender and Borrower set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration is hereby acknowledged, Lender and Borrower hereby agree as set forth in this Loan Agreement.

1. DEFINITIONS AND TERMS

1.1 The following words, terms or phrases shall have the following meanings:

"Business Day" shall mean any day other than a Saturday, a Sunday or any day that banks in Chicago, Illinois are required or permitted to close.

"Charges" shall mean all national, federal, state, county, city, municipal or other governmental, including, but not limited to, any instrumentality, division, agency, body or department thereof, taxes, levies, assessments, charges, liens, claims or encumbrances upon or relating to the Collateral, the Liabilities, Borrower's business, ownership or use of any of its assets, or Borrower's income or gross receipts.

"Collateral" shall have the meaning set forth in Section 3.

"Covenants" shall mean all now existing or hereafter arising covenants, duties, obligations and agreements of Borrower to and with Lender, whether pursuant to this Loan Agreement, the Other Agreements or otherwise.

"Event of Default" shall have the meaning set forth in Section 6 of this Loan Agreement.

"Liabilities" shall mean the indebtedness evidenced by the Promissory Note, and, any attorneys' and paralegals' fees or charges relating to the enforcement of Lender's rights and remedies pursuant to this Loan Agreement and the Other Agreements.

"Material Adverse Effect" shall mean a material adverse effect on (1) the business, assets, operations, prospects or condition, financial or otherwise, of the Borrower and their subsidiaries taken as a whole; (2) the ability of Borrower to perform any of its obligations under the loan documents to which it is a party; (3) the Collateral, or the Lender's liens on the Collateral or the priority of such Liens; or (4) the rights of or benefits available to the Lender thereunder.

"Other Agreements" shall mean all agreements, instruments and documents, including, but not limited to, guaranties, mortgages, deeds of trust, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other writings heretofore, now or from time to time hereafter executed by or on behalf of Borrower or any other Person and delivered to Lender in connection with the Liabilities or any of the transactions contemplated herein, together with any amendments, modifications, extensions or renewals thereto, including, but not limited to the Promissory Note.

"Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or foreign or United States government, whether federal, state, county, city, municipal or otherwise, including, but not limited to, any instrumentality, division, agency, body or department thereof.

2. LOANS: GENERAL TERMS

2.1 Promissory Note. All advances made by Lender under this Agreement shall be evidenced by, and repaid with interest in accordance with, the Promissory Note of Borrower duly completed, and executed by the Borrower on the date of this Agreement.

2.2 Use of Proceeds. Borrower represents and warrants to Lender that Borrower shall use the proceeds from the Promissory Note solely for the purchase of ice machines and will not distribute such proceeds to any member of Borrower.

2.3 Restrictive Covenants. So long as the Promissory Note remains due and outstanding, Borrower agrees not make any equity distributions to members of Borrower.

3. COLLATERAL: SECURITY INTEREST

3.1 Grant of Security Interest. To secure the full and timely payment and performance by Borrower to Lender of the Liabilities and the Covenants, Borrower hereby grants to Lender, subject to the rights of Permitted Lien holders, a security interest and lien in and right of setoff against all of Borrower's assets, personal property, fixtures, rights and interests of such Borrower, whether now existing or owned and hereafter arising or acquired and wherever located, including, without limitation, all of Borrower's: (A) accounts; (B) goods for sale, lease or other disposition by such Borrower which have given rise to accounts and have been returned to or repossessed or stopped in transit by Borrower, including, without limitation, the specific

goods set forth on Schedule 3.1; (C) contract rights and documents, instruments, contracts or other writings executed in connection therewith, including, but not limited to, all real and personal property lease rights; (D) chattel paper, electronic chattel paper, tangible chattel paper, documents of title, instruments, documents, general intangibles, payment intangibles, letter of credit rights, letters of credit and supporting obligations; (E) patents, trademarks, trade names, trademark registrations and copyrights, all applications therefor, service marks, trade secrets, goodwill, inventions, processes, designs, formulas, and other intellectual or proprietary rights or interests, of any kind, nature or description whatsoever, and all registrations, licenses, franchises, customer lists, tax refund claims, claims against carrier and shippers, insurance claims, guaranty claims, all other claims, proof of claims filed in any bankruptcy, insolvency or other proceeding, contract rights, choses in action, security interests, security deposits and rights to indemnification; (F) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles; (G) investment property; (H) deposits, cash and cash equivalents and any other property of Borrower; (I) commercial tort claims; (J) all deposit accounts held with any depository institution; (I) all other personal property of Borrower of any kind or nature; and (I) additions and accessions to, substitutions for and replacements, products and cash and non-cash proceeds of all of the foregoing property, including, but not limited to, proceeds of all insurance policies insuring the foregoing and all of Borrower's books and records relating to any of the foregoing and to Borrower's business (all of the foregoing property, together with all other real or personal property of any other Person now or hereafter pledged to Lender to secure, either directly or indirectly, repayment of any of the Liabilities, is collectively referred to as the "Collateral"). Borrower shall make appropriate entries upon their financial statements and books and records disclosing Lender's priority security interest and lien on the Collateral.

3.2 **Supplemental Documentation.** Borrower shall execute and deliver to Lender, at any time and from time to time, all agreements, instruments, documents and other written matter (the "Supplemental Documentation") that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in the Collateral and to consummate the transactions contemplated by this Loan Agreement and the Other Agreements, including, without limitation, all documents required to perfect Lender's security interest in goods covered by a certificate of title.

3.3 **Inspections and Verifications.** Borrower shall permit Lender, or any Persons designated by Lender, to call at Borrower's place of business at any reasonable times, and, without hindrance or delay, to inspect the Collateral and to inspect, audit, check and make extracts from Borrower's books, records, journals, orders, receipts and any correspondence and other data relating to Borrower's business, the Collateral or any transactions between the parties hereto, and shall have the right to make such verification concerning Borrower's business as Lender may consider reasonable under the circumstances. Lender, at its discretion, may perform field audits and inventory appraisals. Borrower shall furnish to Lender such information relevant to Lender's rights under this Loan Agreement as Lender shall at any time and from time to time request. Lender, through its officers, employees or agents shall have the right, at any time and from time to time, in Lender's name, to verify the validity, amount or any other matter relating to any of Borrower's accounts, by mail, telephone, telegraph or otherwise. Borrower authorizes Lender to discuss the affairs, finances and business of Borrower with any officers, employees or directors of any Borrower or with its parent or any affiliate or the officers, employees or directors of its parent or any affiliate, and to discuss the financial condition of Borrower with

Borrower's independent public accountants. Borrower shall pay to Lender all fees and all costs and out-of-pocket expenses incurred by Lender in the exercise of its rights hereunder, and all such fees, costs and expenses shall constitute Liabilities hereunder, shall be payable on demand until paid.

3.4 Liens/Collateral Locations. Borrower represents, warrants and covenants unto Lender that except for the rights of the Permitted Lien holders: (A) Lender's security interest and lien in the Collateral is now and at all times hereafter shall be perfected and have a first priority; (B) the Collateral is and shall remain free and clear of all liens; (C) Borrower shall not remove the Collateral from its principal place of business and shall not keep any of the Collateral at any other office or location unless Borrower gives Lender thirty (30) days' prior written notice, except that Borrower may sell goods in the ordinary course of its business; and (D) the Collateral is and shall remain within the continental United States of America.

3.5 No Custom or Waiver. No authorization given by Lender pursuant to this Loan Agreement or the Other Agreements to sell any specified portion of the Collateral or any items thereof, and no waiver by Lender in connection therewith, shall establish a custom or constitute a waiver of the prohibition contained in this Loan Agreement or the Other Agreements against such sales, with respect to any portion of the Collateral or any item thereof not covered by said authorization.

4. COLLATERAL: GENERAL TERMS

4.1 Insurance.

(A) Borrower, at its sole cost and expense, shall keep and maintain: (1) the Collateral insured for the full insurable value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses; and (2) business interruption insurance, workmen's compensation insurance, public liability insurance and property damage insurance relating to Borrower's businesses and ownership and use of their assets.

(B) All such policies of insurance shall be in form and substance, in such amounts and with insurers recognized as adequate by prudent business persons, as may be satisfactory to Lender. Borrower shall deliver to Lender the original or certified copy of each policy of insurance or a certificate of insurance, and evidence of payment of all premiums for each such policy. All property insurance policies shall contain an endorsement, in form and substance acceptable to Lender, showing Lender as Lender's loss payee and all liability insurance policies shall contain an endorsement, in form and substance acceptable to Lender, showing Lender as additional insured. Such endorsement or independent instrument furnished to Lender shall provide that the insurance companies will give Lender at least thirty (30) days' written notice before any such policy or policies of insurance shall be altered or canceled and that no act or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage.

(C) Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Borrower irrevocably makes, constitutes and

appoints Lender, and all officers, employees or agents designated by Lender, as such Borrower's true and lawful attorney and agent-in-fact for the purpose of making, settling and adjusting claims under such policies of insurance with respect to the Collateral, endorsing the name of such Borrower on any check, draft, instrument or other item of payment constituting the proceeds of such policies of insurance with respect to the Collateral at any time or times hereafter, and for making all determinations and decisions with respect to such policies of insurance. If Borrower at any time or times hereafter fails to obtain or maintain any of the policies of insurance required above or to pay any premium in whole or in part relating thereto, then Lender, without waiving or releasing any obligation or Event of Default by Borrower hereunder, may, at any time or times thereafter, but shall not be obligated to do so, obtain and maintain such policies of insurance, pay such premium and take any other action with respect thereto which Lender deems advisable. All sums so disbursed by Lender, including, but not limited to, attorneys' fees, court costs, expenses and other charges relating thereto, shall be part of the Liabilities, secured by the Collateral and payable by Borrower to Lender on demand.

(D) Borrower hereby acknowledges that the following notice by Lender is required by and given in full compliance with the Illinois Collateral Protection Act, 815 ILCS 180/15:

Unless Borrower provides Lender with evidence of the insurance coverage required by this Loan Agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest in the Collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Loan Agreement. If Lender purchases insurance for the Collateral, Borrower will be responsible for the cost of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to Borrower's total outstanding balance or obligation. The cost of insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

4.2 Taxes. Borrower shall pay when due all Charges imposed upon it or its assets, franchises, business, income or profits before any penalty or interest accrues thereon, and all claims (including, without limitation, claims for labor, services, materials and supplies) for sums which by law might be a Lien or charge upon any of its assets, provided that (unless any material item or property would be lost, forfeited or materially damaged as a result thereof) no such Charge need be paid if it is being diligently contested in good faith, if Lender is notified in advance of such contest and if such Borrower establishes an adequate reserve or other appropriate provision required by GAAP and deposits with Lender cash or bond in an amount acceptable to Lender.

4.3 Maintenance of Equipment. Borrower shall keep and maintain all of its equipment in good operating condition and repair and shall make all necessary replacements

thereof and renewals thereto so that the value and operating efficiency of the equipment shall at all times be maintained and preserved (subject to ordinary wear and tear and normal obsolescence). No Borrower shall permit any of the equipment to become a fixture to real estate or accession to other personal property.

4.4 Sale of Inventory. In no event shall Borrower make any sale of inventory which would violate the terms and provisions of this Loan Agreement or the Other Agreements, except for sales made in the ordinary course of business.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Borrower's Representations and Warranties. To induce Lender to enter into this Loan Agreement and to make loans hereunder, Borrower represents and warrants to Lender that:

(A) Organization and Qualification. Borrower is a New Jersey limited liability company duly organized and existing under the laws of the State of New Jersey, and qualified or licensed to do business in all states in which the laws thereof require Borrower to be so qualified or licensed except where the failure to qualify would not have a Material Adverse Effect.

(B) Company Power and Authority. Borrower has all necessary right, power and capacity and is duly authorized and empowered to enter into, execute, deliver and perform this Loan Agreement and the Other Agreements.

(C) No Violation of Law. The execution, delivery and performance by Borrower of this Loan Agreement and the Other Agreements do not and shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in any Borrower's constituent documents, or contained in any agreement, instrument or document to which any Borrower is a party or by which it is bound.

(D) Title to Collateral. Borrower has good, indefeasible and merchantable title to and ownership of the Collateral, free and clear of all lien and claims.

(E) Solvency. Borrower (1) is solvent, (2) has adequate cash flow to pay its debts as they mature or otherwise become due, (3) has sufficient capital to conduct its business in the ordinary course, and (4) has property and assets which, if valued at fair market valuation, are greater than the sum of such Borrower's debts and liabilities.

(F) Litigation. There are no suits or proceedings pending or threatened against or affecting any Borrower, and no proceedings before any governmental body are pending or threatened against any Borrower.

(G) Good Standing. Borrower is in good standing with respect to all material governmental permits, certificates, consents and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties as now owned or leased by.

(H) Violation of Law/Compliance with Laws. Borrower has no knowledge of any violation of any applicable statute, regulation or ordinance of the United States of America, any state, city, town, municipality, county or any other jurisdiction, or any agency thereof, which is could reasonably be expected to have a Material Adverse Effect.

(I) Breach of Other Agreements. Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound, except for loans or agreements that will be paid and brought into good standing with the proceeds from the Promissory Note.

(J) Financial Information. The financial information delivered to Lender prior hereto or contemporaneously herewith fairly and accurately present the information set forth therein which may include, but is not limited to, the assets, liabilities, financial conditions and results of operations of Borrower and such other Persons described therein as of and for the period ending on such dates and have been prepared in accordance with generally accepted accounting principles and such principles have been applied on a basis consistently followed in all material respects throughout the periods involved.

5.2 Representations and Warranties of Lender. In connection with the transactions provided for herein, Lender hereby represents and warrants to the Borrower that the execution of the Loan Agreement and Other Agreements by Lender represents a valid and legally binding obligation, enforceable in accordance with its terms, except as may be limited by (1) applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights; and (2) laws relating to availability of specific performance, injunctive relief or other equitable remedies.

6. EVENT OF DEFAULT

6.1 The occurrence of any one of the following events shall constitute an event of default ("Event of Default") by Borrower under this Loan Agreement:

(A) Borrower fails to fully and timely pay the Liabilities, when due and payable or declared due and payable;

(B) Borrower fails or neglects to perform, keep or observe any of the Covenants;

(C) any statement, report or certificate made or delivered by Borrower, or any of his agents, to Lender is not true and correct in all material respects;

(D) any of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors;

(E) a petition under the United States Bankruptcy Code or any similar federal, state or local law, statute or regulation shall be filed by Borrower;

(F) a petition under the United States Bankruptcy Code or any similar federal, state or local law, statute or regulation shall be filed against Borrower;

(G) Borrower shall make an assignment for the benefit of creditors, or an application is made by Borrower for the appointment of a receiver, trustee, custodian or conservator for Borrower's assets;

(H) an application is made against Borrower for the appointment of a receiver, trustee, custodian or conservator for Borrower's assets;

(I) a notice of a lien, levy or assessment is filed of record with respect to any of Borrower's assets by the United States of America or any department, agency or instrumentality thereof, or by any state, county, municipal or other governmental department, agency or instrumentality;

(J) Borrower defaults in the payment of his other obligations or liabilities for indebtedness for borrowed money, and such default is not cured within the time, if any, specified therefor;

(K) the occurrence of a breach, default or event of default under any agreement, instrument or document executed and delivered by any Person to Lender pursuant to which such Person has guaranteed to Lender the payment of the Liabilities or such Person terminates or purports to terminate his guarantee of the Liabilities to Lender;

(L) a breach, default or event of default occurs under any of the Other Agreements after the expiration of applicable grace or cure periods;

(M) there shall be entered against Borrower one or more judgments or decrees in excess of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) in the aggregate at any one time outstanding for Borrower, excluding those judgments or decrees, (1) that shall have been stayed, vacated or bonded; (2) that shall have been outstanding less than thirty (30) days from the entry thereof; or (3) for and to the extent to which Borrower is insured and with respect to which the insurer specifically has assumed responsibility in writing; and,

(N) any material adverse change in the assets or financial condition of Borrower.

6.2 Upon the occurrence of an Event of Default described in subsection 6.1 hereof, all of the Liabilities shall immediately and automatically become due and payable, without notice of any kind. Upon the occurrence of any other Event of Default, all Liabilities may, at the option of Lender, and without demand, notice or legal process of any kind, be declared, and immediately shall become, due and payable.

6.3 All of Lender's rights and remedies under this Loan Agreement and the Other Agreements are cumulative and non-exclusive.

6.4 Upon an Event of Default, Lender, in its discretion, may exercise any right or remedy available to Lender, whether provided in this Loan Agreement, the Other Agreements, at law, in equity or otherwise, provided however, Borrower shall have ten (10) days to cure any default after written notice of default from Lender.

7. GENERAL

7.1 Validity of Representations. Borrower represents, warrants and covenants unto Lender that (A) all representations and warranties of Borrower contained in this Loan Agreement and the Other Agreements shall be true at the time of Borrower's execution of this Loan Agreement and the Other Agreements, shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein and shall be true from the time of Borrower's execution of this Loan Agreement until the expiration of this Loan Agreement; and (B) there shall be no material or adverse change in the financial condition of Borrower from the time of execution, delivery and acceptance of this Loan Agreement and the Other Agreements until the closing of the transactions described therein or related thereto.

7.2 Modifications. This Loan Agreement and the Other Agreements may not be modified, altered or amended, except by an agreement in writing signed by Borrower and Lender. Borrower may not sell, assign or transfer this Loan Agreement, the Other Agreements or any portion thereof, including, without limitation, Borrower's rights, titles, interests, remedies, powers or duties thereunder. Borrower hereby consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Loan Agreement, the Other Agreements or of any portion thereof, including, without limitation, Lender's rights, titles, interests, remedies, powers or duties.

7.3 No Waiver. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Loan Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default by Borrower under this Loan Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Borrower under this Loan Agreement or the Other Agreements, whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Loan Agreement or the Other Agreements and no Event of Default by Borrower under this Loan Agreement or the Other Agreements shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

7.4 Severability. Wherever possible, each provision of this Loan Agreement shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this Loan Agreement is to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Loan Agreement, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

7.5 Successors or Assigns. This Loan Agreement and the Other Agreements shall be binding on Borrower and upon the successors of Borrower, and shall inure to the benefit of Lender, its successors, assigns, affiliates, divisions and parents and may be assigned by Lender without notice to Borrower.

7.6 Exhibits. The terms and provisions of the Other Agreements are incorporated herein by this reference thereto. The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

7.7 Survival or Representations. Except as otherwise provided in this Loan Agreement or the Other Agreements, no termination or cancellation of this Loan Agreement or the Other Agreements shall in any way affect or impair the powers, obligations, duties, rights and liabilities of Borrower or Lender in any way or respect relating to (A) any transaction or event occurring prior to such termination or cancellation; (B) the Collateral; or (C) any of the undertakings, agreements, covenants, warranties and representations of Borrower contained in this Loan Agreement or the Other Agreements. All such undertakings, agreements, representations, warranties and covenants, shall survive such termination or cancellation.

7.8 Costs. Borrower shall reimburse Lender for all costs, fees and expenses incurred by Lender, or for which Lender becomes obligated, whether before or after the occurrence of an Event of Default, in connection with the negotiation, preparation, administration, enforcement and conclusion of this Loan Agreement and the Other Agreements, including, but not limited to, reasonable attorneys' and paralegals' fees, costs and expenses, other professional fees, search fees, costs and expenses, filing and recording fees, payable in connection with this Loan Agreement or the Other Agreements. All such costs, fees and expenses referenced in this section shall be part of the Liabilities payable by Borrower to Lender upon demand with interest at the Default Rate until actually paid. Without limiting the generality of the foregoing, such costs and expenses shall include the fees, expenses and charges of attorneys, paralegals, accountants, investment bankers, appraisers, valuation and other specialists, experts, expert witnesses, auctioneers, court reporters, telegram, management consultants, telex and telefax charges, overnight delivery services, messenger services and expenses for travel, lodging and meals.

7.9 Governing Law. This Loan Agreement and the Other Agreements are submitted by Borrower to Lender, for Lender's acceptance or rejection thereof, at Lender's principal place of business in Illinois, as an offer by Borrower to borrow monies from Lender and shall not be binding upon Lender or become effective until and unless accepted by Lender, in writing, at said place of business. This Loan Agreement and the Other Agreements shall be interpreted, construed and governed by and under the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects including, but not limited to, the legality of the interest rate and other charges.

7.10 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (A) upon personal delivery to the party to be notified; (B) when sent by confirmed electronic mail or facsimile, if sent during normal business hours of the recipient; if not, then on the next business day; (C) two days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (D) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. If notice is to be delivered pursuant to (C) or (D) above, then such notice shall be sent, if to the Borrower, to ICEBOXX, LLC, P.O. Box 321, Franklin Lakes, New Jersey 07417, Attention: Kevin Schmidt, and, if to the Lender, to Genesis Ice Capital Partners, LLC, 200 South Wacker Drive, Suite 625, Chicago, Illinois,

Attention: Mike Williams or Mike Ferguson. Either party may change its address for notice hereunder by giving written notice to the other party thereof in the manner herein provided.

7.11 Indemnity. Borrower agrees to defend (with counsel satisfactory to Lender), protect, indemnify and hold harmless Lender, each affiliate or subsidiary of Lender, and each of their respective officers, directors, employees, attorneys and agents (each an "Indemnified Party") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature (including, without limitation, the disbursements and the reasonable fees of counsel for each Indemnified Party in connection with any investigative, administrative or judicial proceeding, whether or not the Indemnified Party shall be designated a party thereto), which may be imposed on, incurred by, or asserted against, any Indemnified Party (whether direct, indirect or consequential and whether based on any federal, state or local laws or regulations, including, without limitation, securities laws and regulations, environmental laws and commercial laws and regulations, under common law or in equity, or based on contract or otherwise) in any manner relating to or arising out of this Loan Agreement or any Other Agreement, or any act, event or transaction related or attendant thereto, the making or issuance and the management of the loans hereunder or the use or intended use of the proceeds of such loans; provided, however, that Borrower shall not have any obligation hereunder to any Indemnified Party with respect to matters caused by or resulting from the willful misconduct or gross negligence of such Indemnified Party. To the extent that the undertaking to indemnify set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, Borrower shall satisfy such undertaking to the maximum extent permitted by applicable law. Any liability, obligation, loss, damage, penalty, cost or expense covered by this indemnity shall be paid to each Indemnified Party on demand, and, failing prompt payment, shall, together with interest thereon at the highest rate then applicable to loans hereunder from the date incurred by each Indemnified Party until paid by Borrower, be added to the Liabilities of Borrower and be secured by the Collateral. The provisions of this section shall survive the satisfaction and payment of the other Liabilities and the termination of this Loan Agreement.

7.12 Entire Agreement. This Loan Agreement, including the documents references herein, constitutes the entire agreement between Lender and the Borrower with regard to the subject matter hereof, and supersedes all prior and contemporaneous communications, agreements and assurances, whether verbal or written.

7.13 Jurisdiction & Venue. BORROWER AND LENDER IRREVOCABLY AGREE AND HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, WITH REGARD TO ANY ACTIONS OR PROCEEDINGS ARISING FROM, RELATING TO OR IN CONNECTION WITH THE LIABILITIES, THIS LOAN AGREEMENT, THE OTHER AGREEMENTS OR THE COLLATERAL. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION FILED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, AND FURTHER WAIVES ANY OBJECTION TO SERVICE OF

PROCESS UPON SUCH ATTORNEY-IN-FACT IN ACCORDANCE WITH THIS LOAN AGREEMENT.

7.14 No Duress. THIS LOAN AGREEMENT HAS BEEN FREELY AND VOLUNTARILY ENTERED INTO WITH LENDER BY BORROWER, WITHOUT ANY DURESS OR COERCION, AFTER BORROWER HAS EITHER CONSULTED WITH COUNSEL OR HAS BEEN GIVEN THE OPPORTUNITY TO DO SO, AND BORROWER ACKNOWLEDGES THAT HE HAS CAREFULLY AND COMPLETELY READ ALL OF THE TERMS AND PROVISIONS OF THIS LOAN AGREEMENT.

Signature Page to Follow

IN WITNESS WHEREOF, Lender and Borrower have caused this Loan Agreement to be executed and delivered by their duly authorized officers, if applicable, as of the date first set forth above.

ICEBOXX, LLC

By: _____

Name: _____

[Handwritten signature]
4-30-13

GENESIS ICE CAPITAL PARTNERS, LLC

By: _____

Name: _____

[Handwritten signature]
4-30-13

EXHIBIT A
PROMISSORY NOTE

SCHEDULE 3.1
COLLATERAL

Model 360 Bagging Machines Serial Nos. D0130005, D0130004, D0130003, D0130002, D0130001, D0129005, D0129004, D0129003, D0129002, D0129001, D0128005, D0128004, D0128003, D0128002, D0128001, D0125005, D0125004, D0125003, D0125002, D0125001, D0122005, D0122004, D0122003, D0122002, D0122001, C0820002, C0820001, C0817004, C0817003, C0817002, C0817001, C0816004, C0816003, C0816002, C0816001, C0815004, C0815003, C0815002, C0815001, C0814003, C0814002, C0814001, C0813004, C0813003, C0813002, C0813001, B0330008, B0330007, B0107006, A1201008 and others to be added as orders are received for additional equipment on or about April 30, 2013 and beyond.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Michael Williams 312-957-2400
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Michael Williams 200 South Wacker Drive, Suite 625 Chicago, IL 60606 US

State of New Jersey
Department of the Treasury
Division of Revenue
UCC Section
Filed
Filing Number:50488722
04/08/13 17:29:51

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names
1a. ORGANIZATION'S NAME ICEBOXX, LLC
OR
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
600 Braen Avenue Wyckoff NJ 07481 US
1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Limited Liability Company NJ [X] NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names
2a. ORGANIZATION'S NAME
OR
2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
[] NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)
3a. ORGANIZATION'S NAME Genesis Ice Capital Partners, LLC
OR
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
200 South Wacker Drive, Suite 625 Chicago IL 60606 US

4. This FINANCING STATEMENT covers the following collateral:
All assets, personal property, fixtures, rights and interests of IceBoxx, LLC ("Debtor"), whether now existing or owned and hereafter arising or acquired and wherever located, including, without limitation, all of Debtor's: (A) accounts; (B) goods for sale, lease or other disposition by such Debtor which have given rise to accounts and have been returned to or repossessed or stopped in transit by Debtor, including, but not limited to, Model 360 Bagging Machines (Serial Nos. D0130005, D0130004, D0130003, D0130002, D0130001, D0129005, D0129004, D0129003, D0129002, D0129001, D0128005, D0128004, D0128003, D0128002, D0128001, D0125005, D0125004, D0125003, D0125002, D0125001, D0122005, D0122004, D0122003, D0122002, D0122001, C0820002, C0820001, C0817004, C0817003, C0817002, C0817001, C0816004, C0816003, C0816002, C0816001, C0815004, C0815003, C0815002, C0815001, C0814003, C0814002, C0814001, C0813004, C0813003, C0813002, C0813001, B0330008, B0330007, B0107006, A1201008); (C) contract rights and documents, instruments, contracts or other writings executed in connection therewith, including, but not limited to, all real and personal property lease rights; (D) chattel paper, electronic chattel paper, tangible chattel paper, documents of title, instruments, documents, general intangibles, payment intangibles, letter of credit rights, letters of credit and supporting obligations; (E) patents, trademarks, trade names, trademark registrations and copyrights, all applications therefor, service marks, trade secrets, goodwill, inventions, processes, designs, formulas, and other intellectual or proprietary rights or interests, of any kind,

See attachment.

5. ALTERNATIVE DESIGNATION [if applicable]: [] LESSEE/LESSOR [] CONSIGNEE/CONSIGNOR [] BAILEE/BAILOR [] SELLER/BUYER [] AG. LIEN [] NON-UCC FILING
6. [] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] [] All Debtors [] Debtor 1 [] Debtor 2
8. OPTIONAL FILER REFERENCE DATA

nature or description whatsoever, and all registrations, licenses, franchises, customer lists, tax refund claims, claims against carrier and shippers, insurance claims, guaranty claims, all other claims, proof of claims filed in any bankruptcy, insolvency or other proceeding, contract rights, choses in action, security interests, security deposits and rights to indemnification; (F) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles; (G) investment property; (H) all deposit accounts with any depository institution; (I) all other personal property of Debtor of any kind or nature; and (J) additions and accessions to, substitutions for and replacements, products and cash and non-cash proceeds of all of the foregoing property, including, but not limited to, proceeds of all insurance policies insuring the foregoing and all of Debtor's books and records relating to any of the foregoing and to Debtor's business (all of the foregoing property, together with all other real or personal property of any other Person now or hereafter pledged to Genesis to secure, either directly or indirectly, repayment of any of the liabilities to Genesis, is collectively referred to as the "Collateral").

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Michael Williams (312) 957-2400	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Michael Williams 200 SOUTH WACKER DRIVE, SUITE 625 Chicago, IL 60606 US	

State of New Jersey
 Department of the Treasury
 Division of Revenue
 UCC Section
 Filed
 Filing Number: 50488722
 05/09/13 15:12:27

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 50488722	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
--	--

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

See attachment.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME
Genesis Ice Capital Partners, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

#4 Amendment

COLLATERAL
ATTACHMENT TO #50488722

All assets, personal property, fixtures, rights and interests of IceBoxx, LLC (“Debtor”), whether now existing or owned and hereafter arising or acquired and wherever located, including, without limitation, all of Debtor’s: (A) accounts; (B) goods for sale, lease or other disposition by such Debtor which have given rise to accounts and have been returned to or repossessed or stopped in transit by Debtor, including, but not limited to, Model 360 Bagging Machines (Serial Nos. A1101002, A1109009, A1101015, A1117004, A1122008, A1124004, A1130009, A1201008, A1201010, A1209011, A1216017, A1221008, B0107006, B0125003, B0125010, B0127008, B0201002, B0201005, B0301003, B0301004, B0301005, B0301006, B0301007, B0301008, B0303001, B0303002, B0303003, B0303004, B0303005, B0303006, B0303007, B0303008, B0303009, B0303010, B0309002, B0309004, B0309005, B0309006, B0309007, B0309008, B0309010, B0315002, B0315003, B0315004, B0315007, B0315008, B0316002, B0316003, B0323001, B0323002, B0323008, B0323009, B0323010, B0324002, B0330003, B0330007, B0330008, B0331008, B0413006, B0426001, B0426009, B0426010, B0428004, B0428005, B0428008, B0428009, B0428010, B0503001, B0503002, B0509003, B0509004, C0712001, C0712002, C0716001, C0716002, C0716003, C0716004, C0717001, C0717002, C0718001, C0718002, C0719001, C0719002, C0723001, C0723002, C0724001, C0724002, C0725001, C0725002, C0726001, C0726002, C0813001, C0813002, C0813003, C0813004, C0814001, C0814002, C0814003, C0815001, C0815002, C0815003, C0815004, C0816001, C0816002, C0816003, C0816004, C0817001, C0817002, C0817003, C0817004, C0820001, C0820002, D0122001, D0122002, D0122003, D0122004, D0122005, D0125001, D0125002, D0125003, D0125004, D0125005, D0128001, D0128002, D0128003, D0128004, D0128005, D0129001, D0129002, D0129003, D0129004, D0129005, D0130001, D0130002, D0130003, D0130004, D0130005, D0211002, D0211003, D0211004, D0211005, D0212001, D0212002, D0212003, D0212004, D0212005, D0213001, D0213002, D0213003, D0213004, D0213005, D0214001, D0214002, D0214003, D0214004, D0214005, D0218001, D0218002, D0218003, D0218004, D0218005, D0219001); Model L055UAGI Leer Merchandisers (Serial Nos. AAB03855, AAB03866, AAB03870, AAB03881, AAB03882, AAB03888, AAB03909, AAB03927, AAB03928, AAB03929, AAB03938, AAB03940, AAB03944, AAB03954, AAB03955, AAB03956, AAB03961, AAB03963, AAB03965, AAB03988, AAB03991, AAB03992, AAB03996, AAB04003, AAB04009, AAB04011, AAB04012, AAB04013, AAB04495, AAB04499, AAB04510, AAB04513, AAB04514, AAB04517, AAB04518, AAB04532, AAB04534, AAB04536, AAB04537, AAB04557, AAB04566, AAB04567, AAB04572, AAB04573, AAB04600, AAB04601, AAB04602, AAB04603, AAB04604, AAB04626, AAB04627, AAB04635, AAB04636, AAB04669, 12B0169, 12E0139, 12E0151, 12E0169, 12E0172, 12E0173, 12E0180, 12E0190, 12E0215, 12E0224, 12E0238, 12E0246, 12E0261, 12E0266, 12E0280, 12E0286, 12J0940, 12J0946, 12J0950, 12J0962, 12J0970, 12J0971, 12J0973, 12J0984, 12J1001, 12K0023, 12K0010, 12K0044); and Model 1301SAH Hoshizaki Cubers (Serial Nos. A03870A, A03892A, A03920B, A03923B, A03924B, A03925B, A03929B, A03930B, A03931B, A03933B, A03937B, A03949B, A03959B, A04238C, A04250C, A04265C, A04279C, A04281C, A04332C, A04337C, A14657L, B01368D, B04812A, B04856A, B05217E, C05846A, C05851A, C05854A, C05861A, C05862A, C05863A, C05864A, C05867A, C05868A, C05869A, C05870A, C05871A, C05872A, C05874A, C05876A, C05878A, C05982C, C05986C, C06007C, C06010C, V23190K); (C)

contract rights and documents, instruments, contracts or other writings executed in connection therewith, including, but not limited to, all real and personal property lease rights; (D) chattel paper, electronic chattel paper, tangible chattel paper, documents of title, instruments, documents, general intangibles, payment intangibles, letter of credit rights, letters of credit and supporting obligations; (E) patents, trademarks, trade names, trademark registrations and copyrights, all applications therefor, service marks, trade secrets, goodwill, inventions, processes, designs, formulas, and other intellectual or proprietary rights or interests, of any kind, nature or description whatsoever, and all registrations, licenses, franchises, customer lists, tax refund claims, claims against carrier and shippers, insurance claims, guaranty claims, all other claims, proof of claims filed in any bankruptcy, insolvency or other proceeding, contract rights, choses in action, security interests, security deposits and rights to indemnification; (F) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles; (G) investment property; (H) deposits, cash and cash equivalents and any other property of Debtor; (I) commercial tort claims; (J) all deposit accounts held with any depository institution; (K) all other personal property of Debtor of any kind or nature; and (L) additions and accessions to, substitutions for and replacements, products and cash and non-cash proceeds of all of the foregoing property, including, but not limited to, proceeds of all insurance policies insuring the foregoing and all of Debtor's books and records relating to any of the foregoing and to Debtor's business (all of the foregoing property, together with all other real or personal property of any other Person now or hereafter pledged to Genesis Ice Capital Partners, LLC ("Genesis") to secure, either directly or indirectly, repayment of any of the liabilities to Genesis, is collectively referred to as the "Collateral").