

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299805

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Igloo Products Corp.		03/28/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance, LLC, as collateral agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3665359		
<b>Registration Number:</b>	4165606	DUO	
<b>Registration Number:</b>	0718413	IGLOO	
<b>Registration Number:</b>	0961185	IGLOO	
<b>Registration Number:</b>	4426417	IGLOO	
<b>Registration Number:</b>	4426418	IGLOO	
<b>Registration Number:</b>	4433526	IGLOO	
<b>Registration Number:</b>	2513831	IGLOO 2GO	
<b>Registration Number:</b>	3454203	IGLOO	
<b>Registration Number:</b>	4426420	IGLOO	
<b>Registration Number:</b>	4426421	IGLOO	
<b>Registration Number:</b>	4426422	IGLOO	
<b>Registration Number:</b>	4151803	IGLOO OUTDOORS	
<b>Registration Number:</b>	4169387	IGLOO OUTDOORS	
<b>Registration Number:</b>	1670290	LUNCHMATE PLUS	
<b>Registration Number:</b>	3935224	ISLAND BREEZE	
<b>Registration Number:</b>	2875333	MAXCOLD	
<b>Registration Number:</b>	4159240	MAXDRY	
<b>Registration Number:</b>	4061309	MORE THAN COOL	
<b>Registration Number:</b>	3003099	NATURAL ICE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	1127892	PLAYMATE
Registration Number:	1241206	
Registration Number:	4061169	POLARMAX
Registration Number:	1650184	SQUIGGY
Registration Number:	3605144	ULTRATHERM
Registration Number:	1660870	TAG-ALONG
Registration Number:	4227000	DUO
Registration Number:	4229947	
Registration Number:	4260592	
Registration Number:	4309141	MARINE ELITE
Registration Number:	4354390	YUKON
Serial Number:	85676738	IGLOO
Serial Number:	85676833	IGLOO
Serial Number:	85285660	IGLOO OUTDOORS
Serial Number:	85327818	IGLOO OUTDOORS
Serial Number:	85285772	MAXDRY

**CORRESPONDENCE DATA**

Fax Number: 2125935955

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

Phone: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	014951-1437
<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1437)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	03/31/2014

**Total Attachments: 4**

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source=Trademark Security Agreement for Igloo Products Corp#page4.tif

## GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 28, 2014, by Igloo Products Corp. ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 28, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

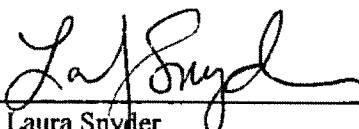
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

*[Remainder of page intentionally left blank; signature page follows.]*

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

**IGLOO PRODUCTS CORP.,**  
a Delaware corporation,  
as Grantor

By: \_\_\_\_\_

  
Name: Laura Snyder  
Title: Senior Vice President, Finance  
Chief Financial Officer,  
Secretary and Treasurer

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005247 FRAME: 0983**

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

United States Trademark Registrations

<u>Company</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Igloo Products Corp.	Diamond-Plated Design	78907251	6/13/2006	3,665,359	8/4/2009
Igloo Products Corp.	DUO	78907251	4/4/2011	4,165,606	6/26/2012
Igloo Products Corp.	IGLOO	72083396	10/16/1959	718,413	7/18/1961
Igloo Products Corp.	IGLOO	72410489	12/17/1971	961,185	6/19/1973
Igloo Products Corp.	IGLOO	85676715	7/13/2012	4426417	10/29/2013
Igloo Products Corp.	IGLOO	85676757	7/13/2012	4426418	10/29/2013
Igloo Products Corp.	IGLOO	85676748	7/13/2012	4433526	11/12/2013
Igloo Products Corp.	IGLOO 2GO	75711433	5/21/1999	2,513,831	12/4/2001
Igloo Products Corp.	IGLOO and Design	76570583	1/13/2004	3,454,203	6/24/2008
Igloo Products Corp.	IGLOO and Design	85676814	7/13/2012	4426420	10/29/2013
Igloo Products Corp.	IGLOO and Design	85676820	7/13/2012	4426421	10/29/2013
Igloo Products Corp.	IGLOO and Design	85676827	7/13/2012	4426422	10/29/2013
Igloo Products Corp.	IGLOO OUTDOORS	85976543	4/4/2011	4,151,803	5/29/2012
Igloo Products Corp.	IGLOO OUTDOORS & Design	85976683	5/23/2011	4,169,387	7/3/2012
Igloo Products Corp.	LUNCHMATE PLUS	74114895	11/13/1990	1,670,290	12/31/1991
Igloo Products Corp.	ISLAND BREEZE	77841789	10/5/2009	3,935,224	03/22/2011
Igloo Products Corp.	MAXCOLD	76411710	5/24/2002	2,875,333	8/17/2004
Igloo Products Corp.	MAXDRY	85976601	4/4/2011	4,159,240	6/12/2012
Igloo Products Corp.	MORE THAN COOL	85137789	9/24/2010	4,061,309	11/22/2011
Igloo Products Corp.	NATURAL ICE	78471169	8/20/2004	3,003,099	9/27/2005
Igloo Products Corp.	PLAYMATE	73176395	6/28/1978	1,127,892	12/18/1979
Igloo Products Corp.	PLAYMATE Design	73290685	12/22/1980	1,241,206	6/7/1983
Igloo Products Corp.	POLARMAX	85115213	8/25/2010	4,061,169	11/22/2011
Igloo Products Corp.	SQUIGGY	74078646	7/16/1990	1,650,184	7/9/1991
Igloo Products Corp.	ULTRATHERM	77411382	3/3/2008	3,605,144	4/14/2009
Igloo Products Corp.	TAG-ALONG	74114796	11/13/1990	1,660,870	10/15/1991
Igloo Products Corp.	DUO	85371073	7/14/2011	4,227,000	10/16/2012
Igloo Products Corp.	Igloo Dome Design			4,229,947	10/23/2012
Igloo Products Corp.	Igloo Dome Design			4,260,592	12/18/2012
Igloo Products Corp.	MARINE ELITE	85710244	8/12/2012	4,309,141	3/26/2013
Igloo Products Corp.	YUKON	85249936	2/23/2011	4,354,390	6/18/2013

United States Trademark Applications

<u>Company</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
Igloo Products Corp.	IGLOO	85/676,738	7/13/2012
Igloo Products Corp.	IGLOO and Design	85/676,833	7/13/2012
Igloo Products Corp.	IGLOO OUTDOORS	85/285,660	04/04/2011
Igloo Products Corp.	IGLOO OUTDOORS & Design	85/327,818	5/23/2011
Igloo Products Corp.	MAXDRY	85/285,772	04/04/2011