

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327321

<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>
Cool Gear International, LLC		12/22/2014	LIMITED LIABILITY COMPANY: 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: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86267646	AQUA BURST	
<b>Serial Number:</b>	86267699	AUTOCHUG	
<b>Serial Number:</b>	85971455	AUTOSIP	
<b>Serial Number:</b>	86471408	CANTRITION FACTS	
<b>Serial Number:</b>	85358269	CEREAL ON THE GO	
<b>Serial Number:</b>	85659200	CG SPORT	
<b>Serial Number:</b>	85659194	CG SPORT WITH EZ-FREEZE	
<b>Serial Number:</b>	78579418	COOKIE DUNKERS	
<b>Serial Number:</b>	76976945	COOL GEAR	
<b>Serial Number:</b>	86184746	COOL GEAR	
<b>Serial Number:</b>	85803131	COOL GEAR	
<b>Serial Number:</b>	85981035	COOL GEAR	
<b>Serial Number:</b>	85567724	COOL GEAR CHILLERS	
<b>Serial Number:</b>	77388611	COOL GEAR FREE	
<b>Serial Number:</b>	85803166	COOL GEAR GOES WITH YOU.	
<b>Serial Number:</b>	85981084	COOL GEAR GOES WITH YOU.	
<b>Serial Number:</b>	85803152	COOL GEAR GOES WITH YOU.	
<b>Serial Number:</b>	85913329	COOL ZOOEY PALS	
<b>Serial Number:</b>	73679419	COOL-GEAR	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	85829023	COOLGEARCAN
Serial Number:	86195597	COOLGEARCAN
Serial Number:	85918949	ECO 2 GO
Serial Number:	85913309	ECO 2 GO CHILLERS
Serial Number:	76437879	EZ- FREEZE
Serial Number:	77394763	EZ FREEZE STAYFIT
Serial Number:	76589068	EZ HEAT
Serial Number:	85567737	EZ-FREEZE CHILLERS
Serial Number:	77388717	EZ-FREEZE FREE
Serial Number:	77658713	EZ-FREEZE PURE
Serial Number:	85803046	GOES WITH YOU.
Serial Number:	85980858	GOES WITH YOU.
Serial Number:	86030418	SNAP & SEAL
Serial Number:	77388822	THERMAGEL
Serial Number:	86267636	WOBBLER

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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>	12/24/2014

**Total Attachments: 5**

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## GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 22, 2014, by Cool Gear International, LLC ("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.

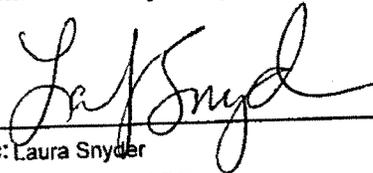
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from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

COOL GEAR INTERNATIONAL, LLC,  
a Delaware limited liability company,  
as Grantor

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



Name: Laura Snyder

Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

**Project Chill – Trademarks**

No.	Mark	Country	Appl. #	File Date	Reg. Date	Reg. #
1.	AQUA BURST	US	86/267,646	4/30/2014		
2.	AUTOCHUG	US	86/267,699	4/30/2014		
3.	AUTOSIP	US	85/971,455	6/27/2013		
4.	CANTRITION FACTS	US	86/471,408	12/4/2014		
5.	CEREAL ON THE GO	US	85/358,269	6/28/2011	12/31/2013	4,457,255
6.	CG SPORT	US	85/659,200	6/22/2012	10/29/2013	4,426,330
7.	CG SPORT WITH EZ-FREEZE TECHNOLOGY (Logo)	US	85/659,194	6/22/2012	11/5/2013	4,429,608
8.	COOKIE DUNKERS	US	78/579,418	3/3/2005	6/26/2007	3,254,766
9.	COOL GEAR	US	76976945	4/29/2002	12/21/2004	2912611
10.	COOL GEAR	US	86/184,746	2/5/2014		
11.	COOL GEAR & Design	US	85/803,131	12/14/2012	8/26/2014	4,593,618
12.	COOL GEAR & Design	US	85/981,035	12/14/2012	6/3/2014	4,542,259
13.	COOL GEAR CHILLERS	US	85/567,724	3/13/2012		
14.	COOL GEAR FREE	US	77/388,611	2/5/2008	7/14/2009	3,655,486
15.	COOL GEAR GOES WITH YOU.	US	85/803,166	12/14/2012		
16.	COOL GEAR GOES WITH YOU.	US	85/981,084	12/14/2012	5/27/2014	4,536,235
17.	COOL GEAR GOES WITH YOU. Logo	US	85/803,152	12/14/2012	6/3/2014	4,541,597
18.	COOL ZOOEY PALS	US	85/913,329	4/24/2013	2/18/2014	4,483,968
19.	COOL-GEAR	US	73/679,419	8/19/1987	7/26/1988	1,497,764

No.	Mark	Country	Appl. #	File Date	Reg. Date	Reg. #
20.	COOLGEARCAN (BOLDED COOLGEAR)	US	85/829,023	1/22/2013		
21.	COOLGEARCAN Stylized	US	86/195,597	2/17/2014		
22.	ECO 2 GO	US	85/918,949	4/30/2013	6/17/2014	4,553,507
23.	ECO 2 GO CHILLERS	US	85/913,309	4/24/2013	9/2/2014	4,595,313
24.	EZ- FREEZE	US	76/437,879	8/5/2002	9/21/2004	2,887,157
25.	EZ FREEZE STAYFIT	US	77/394,763	2/12/2008	12/8/2009	3,723,041
26.	EZ HEAT	US	76/589,068	4/28/2004	6/3/2008	3,441,153
27.	EZ-FREEZE CHILLERS	US	85/567,737	3/13/2012	1/21/2014	4,471,473
28.	EZ-FREEZE FREE	US	77/388,717	2/5/2008	12/22/2009	3,729,092
29.	EZ-FREEZE PURE	US	77/658,713	1/28/2009	5/11/2010	3,788,308
30.	GOES WITH YOU.	US	85/803,046	12/14/2012		
31.	GOES WITH YOU.	US	85/980,858	12/14/2012	5/27/2014	4,536,232
32.	SNAP & SEAL AND DESIGN	US	86/030,418	8/6/2013		
33.	THERMAGEL	US	77/388,822	2/5/2008	11/24/2009	3,715,996
34.	WOBBLER	US	86/267,636	4/30/2014		