

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM329242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twice the Ice Holdings, LLC		01/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
Ice House America, L.L.C.		01/15/2015	LIMITED LIABILITY COMPANY: FLORIDA
Emerald Coast Ice Vending, LLC		01/15/2015	LIMITED LIABILITY COMPANY: FLORIDA
IHA Franchising, LLC		01/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidus Investment Corporation		
Street Address:	1603 Orrington Avenue, Suite 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3153128	ICE HOUSE AMERICA	
Registration Number:	3167577	ICE HOUSE AMERICA	
Registration Number:	3173214	TWICE THE ICE ICE HOUSE AMERICA	
Registration Number:	3185688	TWICE THE ICE	
Registration Number:	3704627		
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<i>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.</i>			
Phone:	203-353-6834		
Email:	clondon@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	P.O. Box 130; F.D.R. Station		
Address Line 2:	Paralegal Christina London		

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Address Line 4: New York, NEW YORK 10150	
ATTORNEY DOCKET NUMBER:	3F0262/00005
NAME OF SUBMITTER:	Christina London
SIGNATURE:	/christina london/
DATE SIGNED:	01/16/2015
Total Attachments: 8 source=TWICE ICE IPSA#page1.tif source=TWICE ICE IPSA#page2.tif source=TWICE ICE IPSA#page3.tif source=TWICE ICE IPSA#page4.tif source=TWICE ICE IPSA#page5.tif source=TWICE ICE IPSA#page6.tif source=TWICE ICE IPSA#page7.tif source=TWICE ICE IPSA#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), dated as of January 15, 2015, is made by TWICE THE ICE HOLDINGS, LLC, a Delaware limited liability company ("*Holdings*"), ICE HOUSE AMERICA, L.L.C., a Florida limited liability company ("*IHA*"), EMERALD COAST ICE VENDING, LLC, a Florida limited liability company ("*ECIV*"), and IHA FRANCHISING, LLC, a Delaware limited liability company ("*IHAF*") (collectively with Holdings, IHA, ECIV and IHAF the "*Grantors*") in favor of FIDUS INVESTMENT CORPORATION, a Maryland corporation ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Senior Subordinated Loan and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), among the Grantors, the other loan parties from time to time party thereto (collectively with the Grantors, the "*Loan Parties*"), and Lender, Lender has agreed to extend credit and make certain financial accommodations to the Loan Parties;

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantors have granted to Lender a security interest and continuing lien on all of the Grantors' right, title and interest in, to and under all Collateral, including the Patents and Trademarks (each as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that Lender shall have all rights of a secured party in and to the Patents, the Trademarks and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantors' right, title and interest in the Patents and the Trademarks; and

WHEREAS pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement. In addition, the below terms shall be defined as follows:

(a) "*Patents*" means all of the Grantors' right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Schedule A.

(b) "*Trademarks*" means all of the Grantors' right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Schedule B.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to Lender a security interest in all of its right, title and interest in, to and under all of the Patents and Trademarks, in each case whether now owned or hereafter acquired.

SECTION 3. Security for Obligations. This Agreement secures, and the Patents and the Trademarks are collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

SECTION 4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patents and the Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

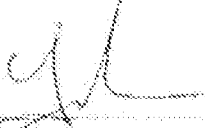
SECTION 5. Recordation. Each Grantor hereby authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

SECTION 6. Miscellaneous. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois. 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 agreement.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed by their duly authorized officers as of the date first set forth above.

TWICE THE ICE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Troy Doom,
Chief Executive Officer

EMERALD COAST ICE VENDING, LLC,
a Florida limited liability company

By: **TWICE THE ICE HOLDINGS, LLC,**
a Delaware limited liability company,
Its Manager

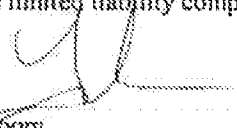
By: 
Troy Doom,
Chief Executive Officer

ICE HOUSE AMERICA, L.L.C.,
a Florida limited liability company

By: **TWICE THE ICE HOLDINGS, LLC,**
a Delaware limited liability company,
Its Manager

By: 
Troy Doom,
Chief Executive Officer

IHA FRANCHISING, LLC,
a Delaware limited liability company

By: 
Troy Doom,
Chief Executive Officer

AGREED AND ACCEPTED
As of the date first set forth above:

FIDUS INVESTMENT CORPORATION
a Maryland corporation

By: _____
W. Andrew Worth
Authorized Signer

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed by their duly authorized officers as of the date first set forth above.

TWICE THE ICE HOLDINGS, LLC,
a Delaware limited liability company

EMERALD COAST ICE VENDING, LLC,
a Florida limited liability company

By: _____
Troy Doom,
Chief Executive Officer

By: **TWICE THE ICE HOLDINGS, LLC,**
a Delaware limited liability company,
Its Manager

By: _____
Troy Doom,
Chief Executive Officer

ICE HOUSE AMERICA, L.L.C.,
a Florida limited liability company

IHA FRANCHISING, LLC,
a Delaware limited liability company

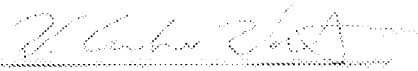
By: **TWICE THE ICE HOLDINGS, LLC,**
a Delaware limited liability company,
Its Manager

By: _____
Troy Doom,
Chief Executive Officer

By: _____
Troy Doom,
Chief Executive Officer

AGREED AND ACCEPTED
As of the date first set forth above:

FIDUS INVESTMENT CORPORATION
a Maryland corporation

By: 
W. Andrew Worth
Authorized Signer

SCHEDULE A**Patents**

ISSUED U.S. PATENTS					
Patent Number	Title	Filing date	Priority date	Issue Date	Owner
6,932,124	Automated Ice Bagging Apparatus and Methods	11/19/03	11/19/03	08/23/05	ICE HOUSE AMERICA LLC
7,104,291	Automated Ice Bagging Apparatus and Methods	04/21/05	11/19/03	09/12/06	ICE HOUSE AMERICA LLC
7,426,945	Automated Ice Bagging Apparatus and Methods	04/05/06	11/19/03	09/23/08	ICE HOUSE AMERICA LLC
7,735,527	Automated Ice Delivery Apparatus and Methods	04/27/06	04/27/06	06/15/10	ICE HOUSE AMERICA LLC
7,806,152	Automated Ice Bagging Apparatus and Methods	04/18/08	11/19/03	10/05/10	ICE HOUSE AMERICA LLC
8,245,488	Automated Ice Delivery Apparatus and Methods	04/27/10	04/27/06	08/21/12	ICE HOUSE AMERICA LLC
8,561,655	Automated Ice Bagging Apparatus and Methods	08/30/10	11/19/03	10/22/13	ICE HOUSE AMERICA LLC

PENDING U.S. PATENT APPLICATIONS					
B&M matter	Title	Application Number	Filing Date	Priority Date	Owner
	Ice Bagging Apparatus and Methods	13/078,501	04/01/11	04/01/11	ICE HOUSE AMERICA, LLC
IHA-1	Collapsible Containers, Collapsible Container Dispensers, and Methods of	13/653,890	10/17/12	10/17/11	ICE HOUSE AMERICA, LLC

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	Dispensing a Collapsible Container				
IHA-2	Ice Vending Machine	13/799,590	03/13/13	10/16/12	ICE HOUSE AMERICA, LLC
IHA-7	Ice Vending Machine	13/799,709	03/13/13	10/16/12	ICE HOUSE AMERICA, LLC
IHA-15	Ice Vending Machine	62/046,552	09/05/14	09/05/14	

PCT PATENT APPLICATIONS

B&M matter	Title	Application Number	Filing date	Priority Date	Owner
	Automated Ice Bagging Apparatus and Methods	US04/37726	11/12/04	11/19/03	ICE HOUSE AMERICA, LLC
	Ice Bagging Apparatus and Methods	US12/30245	03/23/12	04/01/11	ICE HOUSE AMERICA, LLC
IHA-1PCT	Collapsible Containers, Collapsible Container Dispensers, and Methods of Dispensing a Collapsible Container	US12/60495	10/17/12	10/17/11	ICE HOUSE AMERICA, LLC
IHA-2PCT	Ice Vending Machine	US13/65218	10/16/13	10/16/12	ICE HOUSE AMERICA, LLC

FOREIGN PATENT APPLICATIONS

Country	Title	Application Number	Filing date	Priority Date	Owner
AU	Automated Ice Bagging Apparatus and Methods	2004292522	11/12/04	11/19/03	ICE HOUSE AMERICA LLC
AU	Automated Ice Bagging Apparatus and Methods	2011200728	02/21/11	11/19/03	ICE HOUSE AMERICA LLC
BR	Automated Ice Bagging Apparatus and Methods	2004PI0416581	11/12/04	11/19/03	ICE HOUSE AMERICA LLC
BR	Automated Ice Delivery	2008PI0801527	05/26/08	04/27/06	ICE HOUSE AMERICA LLC

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	Apparatus and Methods				
EP	Automated Ice Bagging Apparatus and Methods	04801008.6	11/12/04	11/19/03	ICE HOUSE AMERICA LLC
EP	Automated Ice Bagging Apparatus and Methods	13178806.9	11/12/04	11/19/03	ICE HOUSE AMERICA LLC
EP	Ice Bagging Apparatus and Methods	12763804	03/23/12	04/01/11	ICE HOUSE AMERICA LLC
IL	Automated Ice Bagging Apparatus and Methods	200400175552	05/09/06	11/19/03	ICE HOUSE AMERICA LLC
MX	Automated Ice Bagging Apparatus and Methods	2006/005453	05/15/06	11/19/03	ICE HOUSE AMERICA LLC
ZA	Automated Ice Bagging Apparatus and Methods	20060003857	05/15/06	11/19/03	ICE HOUSE AMERICA LLC

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SCHEDULE B**Trademarks**

Country	Title	Reg. Number	Reg. Date	Owner
U.S.	ICE HOUSE AMERICA	3,153,128	10/10/06	IHA HOLDINGS, INC.
U.S.	ICE HOUSE AMERICA	3,167,577	11/07/06	IHA HOLDINGS, INC.
U.S.	TWICE THE ICE ICE HOUSE AMERICA	3,173,214	11/21/06	IHA HOLDINGS, INC.
U.S.	TWICE THE ICE	3,185,688	12/19/06	IHA HOLDINGS, INC.
U.S.	[TWO PENGUINS LOGO]	3,704,627	11/03/09	IHA HOLDINGS, INC.

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