

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370161

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank		12/30/2015	Banking Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twice the Ice Holdings, LLC		
<b>Street Address:</b>	1597 The Greens Way		
<b>City:</b>	Jacksonville Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32250		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	Ice House America, L.L.C.		
<b>Street Address:</b>	1597 The Greens Way		
<b>City:</b>	Jacksonville Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32250		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>Name:</b>	Ice House International, L.L.C.		
<b>Street Address:</b>	1597 The Greens Way		
<b>City:</b>	Jacksonville Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32250		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>Name:</b>	IHA Finance, LLC		
<b>Street Address:</b>	1597 The Greens Way		
<b>City:</b>	Jacksonville Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32250		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>Name:</b>	East Coast Ice, LLC		
<b>Street Address:</b>	1597 The Greens Way		
<b>City:</b>	Jacksonville Beach		
<b>State/Country:</b>	FLORIDA		

TRADEMARK

<b>Postal Code:</b>	32250
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA
<b>Name:</b>	Cactus Ice, LLC
<b>Street Address:</b>	1597 The Greens Way
<b>City:</b>	Jacksonville Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32250
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA
<b>Name:</b>	Florida Ice Ventures, LLC
<b>Street Address:</b>	1597 The Greens Way
<b>City:</b>	Jacksonville Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32250
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA
<b>Name:</b>	ECI 7, LLC
<b>Street Address:</b>	1597 The Greens Way
<b>City:</b>	Jacksonville Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32250
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA
<b>Name:</b>	ECI 8, LLC
<b>Street Address:</b>	1597 The Greens Way
<b>City:</b>	Jacksonville Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32250
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3173214	TWICE THE ICE ICE HOUSE AMERICA
<b>Registration Number:</b>	3167577	ICE HOUSE AMERICA
<b>Registration Number:</b>	3153128	ICE HOUSE AMERICA
<b>Registration Number:</b>	3185688	TWICE THE ICE
<b>Registration Number:</b>	3704627	
<b>Registration Number:</b>	4495903	SMARTICE
<b>Registration Number:</b>	4486164	ICEBORN
<b>Registration Number:</b>	4677459	FRESH FROM THE SOURCE
<b>Serial Number:</b>	86516407	TWICE THE ICE ICE HOUSE AMERICA
<b>Serial Number:</b>	86521025	IHA

**TRADEMARK**

**REEL: 005714 FRAME: 0428**

**CORRESPONDENCE DATA****Fax Number:** 3142592020*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:** 314-259-2000**Email:** bcipdocketing@bryancave.com**Correspondent Name:** Matthew G. Minder**Address Line 1:** 211 North Broadway, Suite 3600**Address Line 4:** St. Louis, MISSOURI 63102-2750**ATTORNEY DOCKET NUMBER:** C071371/0392557**NAME OF SUBMITTER:** Matthew G. Minder**SIGNATURE:** /Matthew G. Minder/**DATE SIGNED:** 01/22/2016**Total Attachments: 9**

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

WHEREAS, Twice the Ice Holdings, LLC, a Delaware limited liability company, Ice House America, L.L.C., a Florida limited liability company, Ice House International, L.L.C., a Florida limited liability company, IHA Finance, LLC, a Florida limited liability company, East Coast Ice, LLC, a Florida limited liability company, Cactus Ice, LLC, a Florida limited liability company, Florida Ice Ventures, LLC, a Florida limited liability company, ECI 7, LLC, a Florida limited liability company, and ECI 8, LLC, a Florida limited liability company (each individually a "Borrower" and collectively the "Borrowers"), as borrower, and Fifth Third Bank, an Ohio banking corporation ("Fifth Third"), as lender, are or were parties to a certain Loan and Security Agreement, as may have been amended, restated, supplemented or otherwise modified from time to time, dated March 21, 2011 (the "Loan Agreement") together with the other "Loan Documents" as defined therein;

WHEREAS, all capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement and the IP Security Agreement (as defined below);

WHEREAS, pursuant to the Loan Agreement and that certain Intellectual Property Security Agreement, dated as of March 21, 2011 (the "IP Security Agreement"), recorded in the United States Patent and Trademark Office at Reel 4539, Frame 0367 and Reel 25999, Frame 554, both on March 22, 2011, each Borrower granted to Fifth Third a security interest in and to all of such Borrower's right, title and interest in and to the Intellectual Property Collateral (including without limitation those Trademarks, Patents, Copyrights, Licenses, and the goodwill of such Borrower's business connected with and symbolized thereby, listed on Schedules A, B, C, D thereto and hereto);

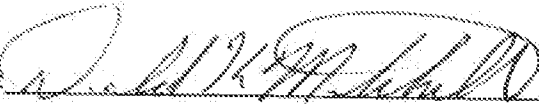
WHEREAS, Fifth Third acknowledges and agrees that all of Borrowers' obligations with respect to the Loan Agreement and the IP Security Agreement have now been fully and completely satisfied and that the security interest granted has been and hereby is terminated;

WHEREAS, Fifth Third desires to fully, completely and formally release its security interest in and to the Intellectual Property Collateral and in and to any and all other intellectual property of Borrowers, and to record such release with the U.S. Patent and Trademark Office;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Fifth Third does hereby fully, completely and formally re-assign, release, relinquish and discharge its continuing security interest and any other interest it may have in the Intellectual Property Collateral and in any and all other intellectual property of Borrowers.

IN WITNESS WHEREOF, the parties have caused this Release of Intellectual Property Security Interest to be duly executed as of December 30th, 2015.

**FIFTH THIRD BANK**

By: 

Name: Donald K. Mitchell

Title: Vice President

SCHEDULE A

TO  
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

Trademarks and Trademark Registrations

Registrations:

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>
Costa Rica	ICE HOUSE AMERICA TWICE THE ICE (and Design)	189186	4/26/09
Costa Rica	TWICE THE ICE ICE HOUSE AMERICA (and Design)	186504	2/9/09
Costa Rica	ICE HOUSE AMERICA DOS VECES EL HIELO (and Design)	186500	2/9/09
Costa Rica	DOS VECES EL HIELO ICE HOUSE AMERICA (and Design)	186493	2/9/09
Mexico	ICE HOUSE AMERICA TWICE THE ICE (and Design)	1112385	7/28/09
Mexico	ICE HOUSE AMERICA TWICE THE ICE (and Design)	1097544	4/24/09
Mexico	TWICE THE ICE ICE HOUSE AMERICA (and Design)	1097545	4/24/09
Mexico	TWICE THE ICE ICE HOUSE AMERICA (and Design)	1097546	4/24/09
Mexico	ICE HOUSE AMERICA DOS VECES EL HIELO (and Design)	1097547	4/24/09
Mexico	ICE HOUSE AMERICA DOS VECES EL HIELO (and Design)	1097548	4/24/09
Mexico	DOS VECES EL HIELO ICE HOUSE AMERICA (and Design)	1097549	4/24/09

Mexico	DOS VECES EL HIELO ICE HOUSE AMERICA (and Design)	1097550	4/24/09
United States	Twice the Ice Ice House America --- Design Plus Word, Letters and/or Numbers	3173214	3/29/06
United States	Ice House America --- Standard Character Mark (Service Mark)	3167577	3/29/05
United States	Ice House America --- Standard Character Mark (Trademark)	3153128	3/29/05
United States	Twice the Ice --- Standard Character Mark	3185688	3/29/05
United States	Ice House Double Penguins --- Design Only (Trademark)	3704627	2/10/09
United States	SMARTICE (Trademark)	4495903	11/20/12
United States	ICEBORN (Trademark)	4486164	11/20/12
United States	FRESH FROM THE SOURCE (Trademark)	4677459	11/25/13
Florida	Ice House America --- Trademark	T06000001151	9/12/06
Florida	Ice House America --- Service Mark	T06000001154	9/12/06
Florida	Twice the Ice Ice House America --- Logo Mark/Trademark	T06000001152	9/12/06
Florida	Twice the Ice --- Service Mark	T06000001153	9/12/06

Applications:

Country	Trademark	Serial No.	Filing Date
Brazil	ICE HOUSE AMERICA DOBRO DE GELO	830102361	10/30/08
Brazil	ICE HOUSE AMERICA DOBRO DE GELO	830102353	10/30/08

Brazil	DOBRO DE GELO ICE HOUSE AMERICA	830102337	10/30/08
Brazil	DOBRO DE GELO ICE HOUSE AMERICA	830102345	10/30/08
Brazil	ICE HOUSE AMERICA TWICE THE ICE (and Design)	829748105	6/2/08
Brazil	ICE HOUSE AMERICA TWICE THE ICE (and Design)	829748083	6/2/08
Brazil	TWICE THE ICE ICE HOUSE AMERICA (and Design)	829748091	6/2/08
Brazil	TWICE THE ICE ICE HOUSE AMERICA (and Design)	829748075	6/2/08
United States	TWICE THE ICE ICE HOUSE AMERICA Double Penguins --- Design	86/516,407	1/28/15
United States	IHA -- Design	86/521,025	2/2/15



SCHEDULE B

TO  
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

Patents and Patent Registrations

<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Grant Date</u>
United States	10/715563	11/19/03	6932124	08/23/05
PCT	PCT/US2004/037726	11/12/04	N/A	N/A
PCT	PCT/US12/30245	03/23/12		
PCT	PCT/US12/60495	10/17/12		
PCT	PCT/US13/65218	10/16/13		
Australia	2004292522	11/12/04		
Australia	20110200728	02/21/11		
Bahamas	1746	11/19/04		
EPC	2004801008	11/12/04		
EPC	130178806	11/12/04		
EPC	12763804	03/23/12		
India	2801/DELNP/2006	11/12/04		
India	2801/DELNP/2006	05/17/06		
Israel	175552	11/12/04		
Israel	200400175552	05/09/06		
Jamaica	18/1/4335	11/12/04		
Mexico	PA/a/2006/005453	11/12/04	264358	02/06/09
United States	11/110924	4/21/05	7104291	09/12/06
United States	11/397687	4/5/06	7426945	09/23/08
United States	11/411834	4/27/06	7735527	06/15/10

United States	12/10672	4/18/06	7806152	10/05/10
Brazil	2008PI0801527	5/26/08		
Brazil	2004PI0416581	11/12/04		
United States	12/767903	4/27/10	8245488	8/21/12
United States	12/871632	8/30/10	8561655	8/30/10
United States	13/799590	3/13/13		
United States	13/799709	3/13/13		
United States	62/046552	9/5/14		
South Africa	20060003857	05/15/06		

SCHEDULE C

TO  
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

Copyrights and Copyright Applications

Copyright

Date

Title

SCHEDULE D

TO  
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

License Agreements

Licenses by the Borrowers of Trademarks to certain of their dealers, distributors, and owners of ice machines and other third parties.

In December 2005, Ice House America, L.L.C. ("IHA") filed a patent infringement lawsuit against Innovative Packaging Technologies, Inc. ("IPT"), Richard J. Soderman, M. Rutledge Inc., Mark Rutledge and Jeffrey Poore, alleging that their use of the ice machines infringed IHA's patents. As documented in a License & Settlement Agreement, dated as of January 1, 2009, the claims against IPT, Soderman and Poore were settled. Soderman had claimed to be an inventor of certain ice machines and to have rights in the certain patents. Pursuant to the settlement, Soderman assigned all of his rights in the patents to IHA in exchange for \$250,000 and a non-exclusive license for IPT, apparently Soderman and Poore's company, to use the disputed patents to make and sell ice machines pursuant to certain limitations. The license is limited to manufacturing and selling 25 "Ice Cube" and "Mini Cube" machines per year, provided that such limitation does not apply to machines that are sold internationally. The machines that are sold in the United States may not be sold for installation at a location that is within 2 miles of the existing location of an IHA ice house.

Pursuant to a License & Settlement Agreement dated as of August, 2006, IHA granted a patent license to L&T Ice, LLC relating to a single installed product in exchange for payment of \$34,500.

There exists certain licenses of intellectual property between Borrowers.