TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420386

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arctic Glacier U.S.A., Inc.		03/20/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4245558	"WE HAVE NO TASTE."
Registration Number:	2726221	ARCTIC GLACIER
Registration Number:	2288082	ARCTIC GLACIER
Registration Number:	1419373	GLACIER
Registration Number:	2792783	ICE PERFECTION SYSTEM
Registration Number:	4242426	ICESURANCE
Registration Number:	3594736	KOLDKIST
Registration Number:	3692437	KOLDKIST
Registration Number:	2043304	LEISURE TIME
Registration Number:	1647563	NORTH STAR ICE
Registration Number:	3889944	PACKAGING IN TUNE WITH NATURE
Registration Number:	4102297	PARTY TIME
Registration Number:	4003753	VINTAGE CUBED ICE
Registration Number:	1343746	HOMETOWN
Registration Number:	3452222	FROZEN DIAMONDS

CH $390.00 4245558

CORRESPONDENCE DATA

Fax Number: 2028357586

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:	2028357500
Email:	dcip@milbank.com
Correspondent Name:	Javier J. Ramos
Address Line 1:	1850 K Street, NW, Suite 1100
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4:	Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28302.71700
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	03/21/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated March 20, 2017, is between the Person listed on the signature page hereof (the "Grantor") and Credit Suisse AG, Cayman Islands Branch, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, CHILL MERGER SUB, INC., a Delaware corporation, which entity will be merged with and into ARCTIC GLACIER GROUP HOLDINGS, INC., a Delaware corporation, with such entity being the surviving entity, and immediately upon consummation of the Merger (as defined in the Credit Agreement, as defined below), ARCTIC GLACIER U.S.A., INC., a Delaware corporation, and CHILL PARENT, INC., a Delaware corporation, have entered into the Credit Agreement dated as of March 20, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent, Collateral Agent and a L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Security Agreement dated March 20, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and the Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the

extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the "Trademark Collateral");

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral

Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ARCTIC GLACIER U.S.A., INC.

By: _____
Name: Frederick Smagorinsky
Title: President and Chief Executive Officer

TRADEMARK
REEL: 006015 FRAME: 0063

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: Robert Hetu
Title: Authorized Signatory

By: _____
Name: Whitney Gaston
Title: Authorized Signatory

Schedule A

Patent Collateral

Issued Patents:

Owner	Patent	Registration No.	Registration Date
Arctic Glacier U.S.A., Inc.	"An automatic ice producing, bagging and dispensing machine"	6,474,048	November 5, 2002

Patent Applications:

None.

Schedule B

Trademark Collateral

Registered Trademarks:

Owner	Mark	Registration No.	Registration Date
Arctic Glacier U.S.A., Inc.	"we have no taste."	4245558	November 20, 2012
Arctic Glacier U.S.A., Inc.	ARCTIC GLACIER (Stylized)	2726221	June 17, 2003
Arctic Glacier U.S.A., Inc.	ARCTIC GLACIER	2288082	October 19, 1999
Arctic Glacier U.S.A., Inc.	GLACIER	1419373	December 2, 1986
Arctic Glacier U.S.A., Inc.	ICE PERFECTION SYSTEM	2792783	December 9, 2003
Arctic Glacier U.S.A., Inc.	ICESURANCE	4242426	November 13, 2012
Arctic Glacier U.S.A., Inc.	KOLDKIST	3594736	March 24, 2009
Arctic Glacier U.S.A., Inc.	KOLDKIST	3692437	October 6, 2009
Arctic Glacier U.S.A., Inc.	LEISURE TIME	2043304	March 11, 1997
Arctic Glacier U.S.A., Inc.	NORTH STAR ICE & Penguin Design	1647563	June 11, 1991
Arctic Glacier U.S.A., Inc.	PACKAGING IN TUNE WITH NATURE	3889944	December 14, 2010
Arctic Glacier U.S.A., Inc.	PARTY TIME	4102297	February 21, 2012
Arctic Glacier U.S.A., Inc.	VINTAGE CUBED ICE	4003753	July 26, 2011
Arctic Glacier U.S.A., Inc.	HOMETOWN (Stylized)	1343746	June 25, 1985
Arctic Glacier U.S.A., Inc.	FROZEN DIAMONDS	3452222	April 23, 2007

Trademark Applications:

None.

Schedule C

Copyright Collateral

Registered Copyrights:

None.

Copyright Applications:

None.