

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Supplemental Second Lien Trademark Security Agreement at Reel/Frame 5610/0162		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		07/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Reddy Ice Corporation		
Street Address:	5720 LBJ Freeway		
Internal Address:	Suite 200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4753128	REDDY24/7	
Registration Number:	4747680	REDDY911	
Registration Number:	4717743	REDDYICE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Alok A. Choksi		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	40767-096		
NAME OF SUBMITTER:	Alok A. Choksi		
SIGNATURE:	/Alok A. Choksi/		
DATE SIGNED:	07/02/2018		

CH \$90.00 4753128

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of July 2, 2018 (the “Effective Date”), is made by Jefferies Finance LLC, in its capacity as Second Lien Administrative Agent (the “Agent”), in favor of Reddy Ice Corporation, a Nevada corporation (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of May 1, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Second Lien Administrative Agent, a security interest in and to and a continuing lien on certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered (i) a Trademark Security Agreement (the “Original Trademark Security Agreement”), dated as of May 1, 2013 and recorded with the United States Patent and Trademark Office on May 2, 2013 at Reel/Frame 5019/0576 and (ii) a Supplemental Trademark Security Agreement (the “Supplemental Trademark Security Agreement”, and together Original Trademark Security Agreement, the “Trademark Security Agreements”), dated as of August 24, 2015 and recorded with the United States Patent and Trademark Office on August 27, 2015 at Reel/Frame 5610/0162;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.
2. Release. The Agent, without recourse, representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to and under the Trademark registrations and applications of Pledgor, including those set forth on Schedule I hereto (the “Released Trademarks”), all Goodwill associated with such Trademarks; and all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively “Released Collateral”). If and to the extent that the Agent has acquired any right, title or interest in and to the Released Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JEFFERIES FINANCE LLC, as Second Lien Administrative Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

[Signature Page to Trademark Release]

**TRADEMARK
REEL: 006403 FRAME: 0665**

Schedule I

Release of Second Lien Trademark Security Agreement recorded May 2, 2013 at
Reel/Frame 5019/0576

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Reddy Ice Corporation	3234275	CRYSTAL CLASSIC CUBES
Reddy Ice Corporation	3234276	CRYSTAL CLASSIC CUBES GOURMET ICE CUBES
Reddy Ice Corporation	2874281	REDDY ICE AND DESIGN
Reddy Ice Corporation	2686355	REDDY ICE
Reddy Ice Corporation	2680967	REDDY
Reddy Ice Corporation	2107313	TRIANGLE ICE
Reddy Ice Corporation	1574073	PREMIUM ICE
Reddy Ice Corporation	1533504	CITY ICE
Reddy Ice Corporation	1421317	SPARKLE
Reddy Ice Corporation	1242718	THE ICE FACTORY

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Reddy Ice Corporation	85/896906	REDDYICE

Release of Supplemental Second Lien Trademark Security Agreement recorded August 27,
2015 at Reel/Frame 5610/0162

Trademark Registrations:

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Reddy Ice Corporation	REDDY24/7	86261046 04/24/2014	4753128 06/09/2015
2.	Reddy Ice Corporation	REDDY911	86422178 10/13/2014	4747680 06/02/2015
3.	Reddy Ice Corporation	REDDYICE	86169021 01/17/2014	4717743 04/07/2015