

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REDDY ICE LLC		07/01/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1533504	CITY ICE	
Registration Number:	3234275	CRYSTAL CLASSIC CUBES	
Registration Number:	3234276	CRYSTAL CLASSIC CUBES GOURMET ICE CUBES	
Registration Number:	1574073	PREMIUM ICE	
Registration Number:	2680967	REDDY	
Registration Number:	2686355	REDDY ICE	
Registration Number:	2874281	REDDYICE	
Registration Number:	4717743	REDDYICE	
Registration Number:	4753128	REDDY24/7	
Registration Number:	4747680	REDDY911	
Registration Number:	1242718	THE ICE FACTORY	
Registration Number:	2107313	TRIANGLE ICE	
Registration Number:	5297789	VALUE ICE	
Registration Number:	5297790	VALUE ICE	
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>			

CH \$365.00 1533504

Phone: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: AI Lucia
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11668-378

NAME OF SUBMITTER: AI Lucia

SIGNATURE: /AI Lucia/

DATE SIGNED: 07/01/2019

Total Attachments: 7

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GRANT OF

SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of July 1, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of Ares Capital Corporation, a Maryland corporation (“**Ares**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among SCIH Ice Merger Sub, Inc., a Delaware corporation (to be merged with and into Reddy Ice Holdings, Inc., a Delaware corporation, to be further merged with and into Reddy Ice LLC, a Nevada limited liability company, with Reddy Ice LLC as the surviving entity), as the Borrower (the “**Borrower**”), SCIH Ice Holdings, Inc., a Delaware corporation, as Holdings (“**Holdings**”), effective upon consummation of the Merger, the Restricted Subsidiaries of the Borrower signatory thereto as guarantors or hereafter designated as Guarantors pursuant to Section 9.10 therein, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), Ares, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and as Collateral Agent (together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of July 1, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those registered Trademarks or Trademark applications listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any "intent-to-use" application for a trademark registration shall not be deemed Collateral or Trademark Collateral unless and until a "statement of use" or "amendment to allege use" is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the applicable Grantor in such trademarks is no longer on an "intent-to-use" basis, at which time such trademarks shall automatically be deemed "Trademark Collateral" hereunder.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE**

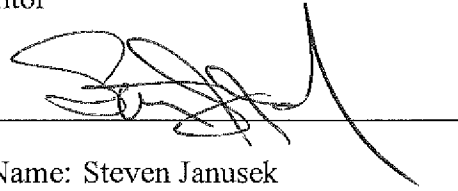
**GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH,
THE LAW OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

REDDY ICE LLC,
a Nevada limited liability company,
as a Grantor

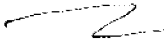
By: _____

A handwritten signature in black ink, appearing to read 'Steven Janusek', is written over a horizontal line. The signature is stylized and somewhat cursive.

Name: Steven Janusek

Title: Executive Vice President, Chief
Financial Officer and Treasurer

ARES CAPITAL CORPORATION, as
Collateral Agent



By: 
Name: Scott Lem
Title: Authorized Signatory



[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006683 FRAME: 0937

SCHEDULE A

U.S. Trademarks and Applications

Trademark	Country or State	Status	Name of registered owner or applicant
CITY ICE Application No. 73/741,993 Filed: July 25, 1988 Registration No. 1,533,504 Registered: April 4, 1989	US	Registered	Reddy Ice LLC
CRYSTAL CLASSIC CUBES Application No. 78/403,918 Filed: April 19, 2004 Registration No. 3,234,275 Registered: April 24, 2007	US	Registered	Reddy Ice LLC
CRYSTAL CLASSIC CUBES GOURMET ICE CUBES ICE (and Design) Application No. 78/403,924 Filed: April 19, 2004 Registration No. 3,234,276 Registered: April 24, 2007 	US	Registered	Reddy Ice LLC
PREMIUM ICE Application No. 73/750,071 Filed: September 6, 1988 Registration No. 1,574,073 Registered: December 26, 1989	US	Registered (Supplemental)	Reddy Ice LLC
REDDY Application No. 76/405,109 Filed: May 10, 2002 Registration No. 2,680,967 Registered: January 28, 2003	US	Registered	Reddy Ice LLC
REDDY ICE Application No. 76/405,108 Filed: May 10, 2002 Registration No. 2,686,355 Registered: February 11, 2003	US	Registered	Reddy Ice LLC
REDDYICE (and Design) Application No. 78/178,382 Filed: October 25, 2002 Registration No. 2,874,281 Registered: August 17, 2004 	US	Registered	Reddy Ice LLC

Trademark	Country or State	Status	Name of registered owner or applicant
REDDYICE (and Design) Application No. 86/169,021 Filed: January 17, 2014 Registration No. 4,717,743 Registered: April 7, 2015 	US	Registered	Reddy Ice LLC
REDDY24/7 Application No. 86/261,046 Filed: April 24, 2014 Registration No. 4,753,128 Registered: June 9, 2015	US	Registered	Reddy Ice LLC
REDDY911 Application No. 86/422,178 Filed: October 13, 2014 Registration No. 4,747,680 Registered: June 2, 2015	US	Registered	Reddy Ice LLC
THE ICE FACTORY Application No. 73/368,493 Filed: June 7, 1982 Registration No. 1,242,718 Registered: June 21, 1983	US	Registered	Reddy Ice LLC
TRIANGLE ICE Application No. 75/196,309 Filed: November 12, 1996 Registration No. 2,107,313 Registered: October 21, 1997	US	Registered	Reddy Ice LLC
VALUE ICE Application No. 87/103,689 Filed: July 14, 2016 Registration No. 5,297,789 Registered: September 26, 2017	US	Registered	Reddy Ice LLC
VALUE ICE and Design Application No. 87/103,703 Filed: July 14, 2016 Registration No. 5,297,790 Registered: September 26, 2017 	US	Registered	Reddy Ice LLC