

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EASY ICE, LLC		12/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Collateral Agent		
Street Address:	C/O CORTLAND CAPITAL MARKET SERVICES LLC		
Internal Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	88682244		
Serial Number:	88682210	AN EASY ICE COMPANY	
Serial Number:	88682189	AUTOMATIC ICEMAKERS	
Serial Number:	88680705	ICE-MASTERS	
Serial Number:	88679348	THE ICE MACHINE EXPERTS	
Serial Number:	88679323	NO CAPITAL. NO HASSLE. JUST ICE	
Serial Number:	88679293	EASY ICE	
Serial Number:	88679256	ICE MASTERS AN EASY ICE COMPANY.	
Serial Number:	88679198		
Serial Number:	88679176		
Serial Number:	88679155		
Serial Number:	88679124	EASYICE THE ICE MACHINE EXPERTS.	
Serial Number:	88679078		
Serial Number:	88679050		
Serial Number:	88662442		
Serial Number:	88662020	EASY ICE NO CAPITAL. NO HASSLE. JUST ICE	
Serial Number:	88661510	EASY ICE	

CH \$440.00 88682244

CORRESPONDENCE DATA**Fax Number:**

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: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	12/31/2019

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of December 31, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of Varagon Capital Partners Agent, LLC (“**Varagon**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among EASY ICE, LLC, a Delaware limited liability company, (the “**Borrower**”), KEI INTERMEDIATE CO., a Delaware corporation, as Holdings (“**Holdings**”), effective upon consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings 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**”), Varagon, 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 December 31, 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 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.

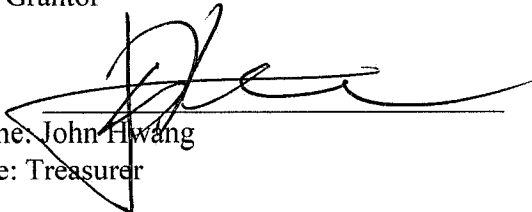
SECTION 5. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all 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.**

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.

EASY ICE, LLC,
a Delaware limited liability company,
as a Grantor

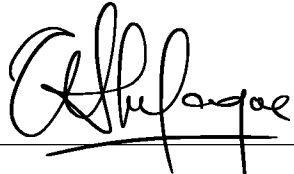
By: 
Name: John Hwang
Title: Treasurer

Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 006828 FRAME: 0265

Varagon Capital Partners Agent, LLC, as Collateral Agent

By: Varagon Capital Partners, L.P., its sole Member

By: 

Name: Zeshan Ashfaque


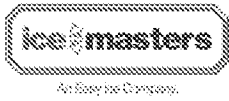
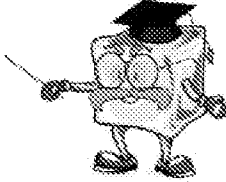

Title: Managing Director

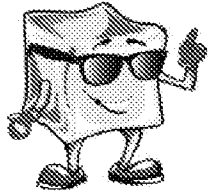

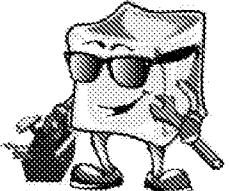
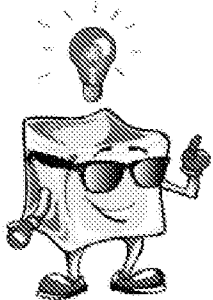
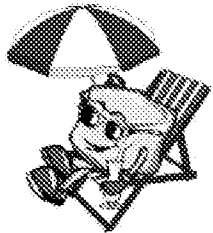


Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 006828 FRAME: 0266

SCHEDULE A

U.S. Trademarks and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Easy Ice, LLC		88682244	November 6, 2019	N/A	N/A
Easy Ice, LLC	An Easy Ice Company	88682210	November 6, 2019	N/A	N/A
Easy Ice, LLC	Automatic Icemakers	88682189	November 6, 2019	N/A	N/A
Easy Ice, LLC	Ice-Masters	88680705	November 5, 2019	N/A	N/A
Easy Ice, LLC	The Ice Machine Experts	88679348	November 4, 2019	N/A	N/A
Easy Ice, LLC	No Capital. No Hassle. Just Ice.	88679323	November 4, 2019	N/A	N/A
Easy Ice, LLC	Easy Ice	88679293	November 4, 2019	N/A	N/A
Easy Ice, LLC		88679256	November 4, 2019	N/A	N/A
Easy Ice, LLC		88679198	November 4, 2019	N/A	N/A
Easy Ice, LLC		88679176	November 4, 2019	N/A	N/A

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Easy Ice, LLC		88679155	November 4, 2019	N/A	N/A
Easy Ice, LLC		88679124	November 4, 2019	N/A	N/A
Easy Ice, LLC		88679078	November 4, 2019	N/A	N/A
Easy Ice, LLC		88679050	November 4, 2019	N/A	N/A
Easy Ice, LLC		88662442	October 21, 2019	N/A	N/A
Easy Ice, LLC		88662020	October 21, 2019	N/A	N/A
Easy Ice, LLC		88661510	October 20, 2019	N/A	N/A