

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICE INDUSTRIES, INC.		07/30/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	FGI WORLDWIDE LLC		
Street Address:	80 Broad Street		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3265136		
Serial Number:	76461024		
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (150776-01017)		
Address Line 1:	One Logan Square		
Address Line 2:	8th floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	150776-01017		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	08/02/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Agreement”) made as of this 30th day of July, 2021 by ICE INDUSTRIES, INC., a corporation organized under the laws of the State of Ohio (the “Grantor”), in favor of FGI WORLDWIDE LLC (“FGI”).

WITNESSETH

WHEREAS, Grantor and certain of its affiliates (together with Grantor, the “Companies”) and FGI are parties to a certain (i) Guaranty of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “Guaranty”) and (ii) Sale of Accounts and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the “SASA,” and together with the Guaranty, collectively and individually as the context may require, the “Transaction Agreement”) providing for the extensions of credit to be made to Companies by FGI;

WHEREAS, Grantor has granted to FGI a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Companies (including Grantor) under the Transaction Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Guaranty and the SASA. The Guaranty and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Guaranty, and if not defined therein, the SASA.

2. Grant of Security Interests. To secure the payment and performance of all indebtedness and obligations of the Companies to FGI (including the Obligations), Grantor hereby grants to FGI a continuing security interest in Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.

4. Applicable Law. THIS AGREEMENT, AND ALL MATERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ICE INDUSTRIES, INC.

By: 

Name: Paul J. Bishop

Title: President and COO

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007372 FRAME: 0620

Agreed and accepted as of the
date first written above.



FGI WORLDWIDE LLC

By: 
Name: Sam Altaher
Title: EVP

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

TRADEMARKS

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
	USA	Ice Industries, Inc.	7/17/2007	3265136
	USA	Ice Industries	(10/21/2002)	(76461024)

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None.

PATENTS

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)
One-piece stamped socket for hydraulic hose fittings	USA	Ice Industries	(3/29/2000)	(60192858)
One-piece stamped socket for hydraulic hose fittings	USA	Ice Industries	(3/29/2001)	(09821270)