

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM769192

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arctic Glacier U.S.A., Inc.		02/17/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Easy Ice, LLC		
<b>Street Address:</b>	925 W. Washington, Suite 100		
<b>City:</b>	Marquette		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49855		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85056959	ICESURANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	512-472-1452		
<b>Email:</b>	ATawil@qsps-law.com		
<b>Correspondent Name:</b>	Andrew Tawil		
<b>Address Line 1:</b>	327 Congress Ave., Suite 220		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Andrew Tawil		
<b>SIGNATURE:</b>	/Andrew Tawil/		
<b>DATE SIGNED:</b>	11/21/2022		
<b>Total Attachments: 5</b>			
source=IP Assignment and Assumption Agreement - Easy Ice_Arctic Glacier (Icesurance) (exe 2.17.22)#page1.tif			
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OP \$40.00 85056959

**INTELLECTUAL PROPERTY ASSIGNMENT**  
**AND**  
**DOMAIN NAME TRANSFER AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT (this “IP Assignment”) is made and entered into as of February 17, 2022 (the “Effective Date”), by Arctic Glacier U.S.A., Inc., a Delaware corporation (“Assignor”) in favor of Easy Ice, LLC, a Delaware limited liability company (“Assignee”).

**WITNESSETH:**

WHEREAS, concurrently herewith, Assignor, Assignee and Arctic Glacier Holdings, Inc. are entering into that certain Asset Purchase Agreement of even date herewith (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in, and Assignee has agreed to accept assignment of and assume, the Assigned IP (as defined in the Purchase Agreement) including such Assigned IP set forth on Schedule 1 of this IP Assignment; and

WHEREAS, Assignor has agreed to execute and deliver this IP Assignment, including for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office (as applicable).

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements contained in the Purchase Agreement and hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. All capitalized terms used in this IP Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to Assignee any and all of the Assigned IP and all rights, interests and protections that are associated with or required for the exercise of, any of the foregoing, however arising, pursuant to the applicable Laws of any jurisdiction, whether registered or unregistered, including any of the following to the extent constituting Assigned IP: (i) patents, patent applications, continuations, continuations-in-part, divisions, reissues, patent disclosures, inventions (whether or not patentable or reduced to practice), methods, processes, designs and improvements thereto, (ii) trademarks, service marks, the trade name “IceSurance”, trade dress, logos, slogans, trade styles or other source-identifying designations or devices (and all translations adaptations, derivations and combinations of the foregoing), together with all goodwill associated with each of the foregoing, (iii) internet domain name registrations, (iv) copyrights, design rights and copyrightable works, whether registered or unregistered, (v) registrations and applications for any of the foregoing, and (vi) trade secrets, customer lists and telephone number mailing lists of the Business.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items as reasonably requested by Assignee from time to time.

4. Terms of the Asset Purchase Agreement. This Assignment is intended solely to effect the sale, assignment, grant, conveyance, transfer and assumption of the Assigned IP by the Assignor to the Assignee, all pursuant to and in accordance with the terms and conditions of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between any of the terms and conditions of the Purchase Agreement and any of the terms and conditions hereof, the terms and conditions of the Purchase Agreement shall control. Any claim or dispute arising out of this IP Assignment shall be resolved pursuant to the terms of the Purchase Agreement.

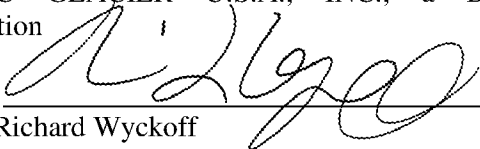
5. Successors and Assigns; Counterparts. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

ARCTIC GLACIER U.S.A., INC., a Delaware corporation

By:   
Name: Richard Wyckoff

Title: President & CEO

ASSIGNEE:

EASY ICE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Darren Boruff

Title: Chief Acquisitions Officer

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

ARCTIC GLACIER U.S.A., INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

EASY ICE, LLC,  
a Delaware limited liability company

By:   
Name: Darren Boruff  
Title: Chief Acquisitions Officer

[Signature Page to Intellectual Property Assignment and Domain Name Transfer Agreement]

## **SCHEDULE 1**

### **Assigned IP**

Trademark: "IceSurance" trademark; Serial number: 85056959; Registration number: 4242426

Websites and domains:

- Ezicemachines.com
- Easyicemachines.com
- Leaseicemachines.com
- Icesuranceicemachines.com
- Icesurance.ca
- Icesurance.mobi
- Icesurance.net
- Icesurance.info
- Icesurance.org
- Icesurance.us
- Icesurance.biz
- Icesurance.com

Email addresses: All active email addresses ending in the domain "@icesurance.com"

Phone number: 1-800-999-5616 and any other phone numbers used primarily in connection with the Business.