

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCTIC GLACIER U.S.A., INC.		05/24/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp. ("Fortress"), as administrative agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4245558	"WE HAVE NO TASTE."	
Registration Number:	2288082	ARCTIC GLACIER	
Registration Number:	2726221	ARCTIC GLACIER	
Registration Number:	6092719		
Registration Number:	1419373	GLACIER	
Registration Number:	6782466	GRAB A BAG. HAVE SOME FUN!	
Registration Number:	1343746	HOMETOWN	
Registration Number:	2792783	ICE PERFECTION SYSTEM	
Registration Number:	6901088	ICE SIMPLY MADE. ALWAYS.	
Registration Number:	3692437	KOLDKIST	
Registration Number:	2043304	LEISURE TIME	
Registration Number:	4003753	VINTAGE CUBED ICE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		

CH \$315.00 4245558

Correspondent Name: Nick Swan
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Nick Swan - 45968.0120

NAME OF SUBMITTER: Nick Swan

SIGNATURE: /Nick Swan/

DATE SIGNED: 05/24/2023

Total Attachments: 7

source=Arctic Glacier - Trademark Security Agreement Executed_WEIL_99180790_1#page1.tif

source=Arctic Glacier - Trademark Security Agreement Executed_WEIL_99180790_1#page2.tif

source=Arctic Glacier - Trademark Security Agreement Executed_WEIL_99180790_1#page3.tif

source=Arctic Glacier - Trademark Security Agreement Executed_WEIL_99180790_1#page4.tif

source=Arctic Glacier - Trademark Security Agreement Executed_WEIL_99180790_1#page5.tif

source=Arctic Glacier - Trademark Security Agreement Executed_WEIL_99180790_1#page6.tif

source=Arctic Glacier - Trademark Security Agreement Executed_WEIL_99180790_1#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2023, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Fortress Credit Corp. ("Fortress"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 24, 2023, by and among Chill Parent, Inc., a Delaware corporation ("Holdings"), the Grantor, Arctic Glacier Group Holdings, Inc., a Delaware corporation, (the "Parent Borrower", together with the Grantor, the "Borrowers" and each a "Borrower"), Fortress, as Administrative Agent for the several parties from time to time party thereto as lenders (collectively, the "Lenders" and individually each a "Lender") and the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to each Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (excluding, in any event, Excluded Property, the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARCTIC GLACIER U.S.A., INC.
as Grantor

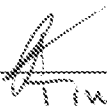
By:  _____
Name: Vivek Bedi
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008082 FRAME: 0334

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CORP.
as Administrative Agent


By: 
Name: Timothy Bailey
Title: Authorized Signatory

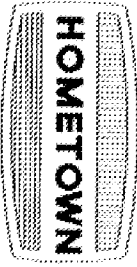
[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	OWNER ON RECORD
"WE HAVE NO TASTE."	U.S.	Registered.	04/09/2012	85592575	4245558	11/20/2012	ARCTIC GLACIER U.S.A., INC.
ARCTIC GLACIER	U.S.	Registered.	12/09/1993	74468382	2288082	10/19/1999	ARCTIC GLACIER U.S.A., INC.
ARCTIC GLACIER	U.S.	Registered.	10/12/1999	75821304	2726221	06/17/2003	ARCTIC GLACIER U.S.A., INC.
Design Only 	U.S.	Registered.	08/16/2018	88977431	6092719	06/30/2020	ARCTIC GLACIER U.S.A., INC.
GLACIER	U.S.	Registered.	10/17/1985	73563650	1419373	12/02/1986	ARCTIC GLACIER U.S.A., INC.

TRADEMARK	COUNTRY	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	OWNER ON RECORD
GRAB A BAG. HAVE SOME FUN!	U.S.	Registered.	12/17/2021	97178401	6782466	07/05/2022	ARCTIC GLACIER U.S.A., INC.
HOMETOWN 	U.S.	Registered.	04/28/1983	73423668	1343746	06/25/1986	ARCTIC GLACIER U.S.A., INC.
ICE PERFECTION SYSTEM	U.S.	Registered.	03/16/2001	78053573	2792783	12/09/2003	ARCTIC GLACIER U.S.A., INC.
ICE SIMPLY MADE. ALWAYS.	U.S.	Registered.	12/17/2021	97178436	6901088	11/15/2022	ARCTIC GLACIER U.S.A., INC.
KOLDKIST	U.S.	Registered.	03/24/2009	77698118	3692437	10/06/2009	ARCTIC GLACIER U.S.A., INC.
LEISURE TIME	U.S.	Registered.	02/20/1996	75060282	2043304	03/11/1997	ARCTIC GLACIER U.S.A., INC.

TRADEMARK	COUNTRY	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	OWNER ON RECORD
VINTAGE CUBED ICE	U.S.	Registered.	06/30/2010	85075504	4003753	07/26/2011	ARCTIC GLACIER U.S.A., INC.

2. TRADEMARK APPLICATIONS

None.

TRADEMARK

REEL: 008082 FRAME: 0338

RECORDED: 05/24/2023