

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		05/24/2023	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Arctic Glacier U.S.A., Inc.		
Street Address:	One Bala Plaza, Suite 622		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4245558	"WE HAVE NO TASTE."	
Registration Number:	2726221	ARCTIC GLACIER	
Registration Number:	2288082	ARCTIC GLACIER	
Registration Number:	1419373	GLACIER	
Registration Number:	2792783	ICE PERFECTION SYSTEM	
Registration Number:	4242426	ICESURANCE	
Registration Number:	3594736	KOLDKIST	
Registration Number:	3692437	KOLDKIST	
Registration Number:	2043304	LEISURE TIME	
Registration Number:	1647563	NORTH STAR ICE	
Registration Number:	3889944	PACKAGING IN TUNE WITH NATURE	
Registration Number:	4102297	PARTY TIME	
Registration Number:	4003753	VINTAGE CUBED ICE	
Registration Number:	1343746	HOMETOWN	
Registration Number:	3452222	FROZEN DIAMONDS	
CORRESPONDENCE DATA			
Fax Number:	2125305219		

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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: 212-530-5878
Email: dcip@milbank.com, jgarces@milbank.com
Correspondent Name: John Garces, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	28302.71700
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NAME OF SUBMITTER:	John Garces, Esq.
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SIGNATURE:	/John Garces/
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DATE SIGNED:	05/24/2023
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Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of May 24, 2023 (“**Release**”), is made by Credit Suisse AG, Cayman Islands Branch (“**Credit Suisse**”), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity and together with its successors and assigns in such capacity, the “**Collateral Agent**”) in favor of Arctic Glacier U.S.A., Inc., a Delaware corporation (the “**Grantor**”).

WHEREAS, pursuant to that certain Credit Agreement dated as of March 20, 2017 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of March 8, 2018, that certain Amendment No. 2, dated as of February 24, 2021 and that certain Amendment No. 3, dated as of June 11, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”), by and among the Grantor, as the Subsidiary Borrower, Chill Parent, Inc., a Delaware corporation, Arctic Glacier Group Holdings, Inc., a Delaware corporation, Credit Suisse, as Administrative Agent, Collateral Agent and a L/C Issuer, and the lenders and other financial institutions from time to time party thereto, the Lenders agreed to extend certain Loans to the Borrowers and the L/C issuers agreed to issue Letters of Credit for the benefit of the Borrowers;

WHEREAS, pursuant to the Credit Agreement, the Grantors (as defined in the Security Agreement) and the Collateral Agent entered into that certain Security Agreement dated as of March 20, 2017 (the “**Security Agreement**”), whereby each such Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in certain Collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Intellectual Property Security Agreement, dated as of March 20, 2017 (the “**IP Security Agreement**”) by and between the Grantor and the Collateral Agent, under which the Grantor granted to the Collateral Agent a security interest in all of the Grantor’s rights, priorities, and privileges relating to the Collateral (as defined in the IP Security Agreement); and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office on March 21, 2017, at (i) Reel 041651 Frame 0081, including, without limitation, the Patent Collateral on Exhibit A, and (ii) Reel 6015 Frame 0057, including, without limitation, the Trademark Collateral on Exhibit B; and

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Collateral Agent, on behalf of the Secured Parties, and the Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement or IP Security Agreement, as applicable.

SECTION 2. Termination and Release. The Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, relinquishes and releases in full any and all liens and security interests in and to all of Grantor’s rights, titles, interests (if any), priorities and privileges in, under, and

relating to all Collateral, including all goodwill associated therewith and symbolized thereby, granted pursuant to the IP Security Agreement;

(b) assigns, transfers and conveys to the Grantor any and all of its rights, title and interests in all Collateral, including all goodwill associated therewith and symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO at the Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.


SECTION 4. Counterparts. This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 5. Execution. One or more counterparts of this Release may be delivered by electronic transmission, with the same effect as an original counterpart thereof.

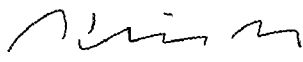
IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Release to be duly executed as of the date first set forth above.

Collateral Agent:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 

Name: Komal Shah
Title: Authorized Signatory

By: 

Name: Heesu Sin
Title: Authorized Signatory

EXHIBIT A

Patent
Collateral

Issued Patents:

Owner	Patent	Registration No.	Registration Date
Arctic Glacier U.S.A., Inc.	“An automatic ice producing, bagging and dispensing machine”	6,474,048	November 5, 2002

Patent Applications: None.

EXHIBIT B

**Trademark
Collateral**

Registered Trademarks:

Owner	Mark	Registration No.	Registration Date
Arctic Glacier U.S.A., Inc.	"we have no taste."	4245558	November 20, 2012
Arctic Glacier U.S.A., Inc.	ARCTIC GLACIER (Stylized)	2726221	June 17, 2003
Arctic Glacier U.S.A., Inc.	ARCTIC GLACIER	2288082	October 19, 1999
Arctic Glacier U.S.A., Inc.	GLACIER	1419373	December 2, 1986
Arctic Glacier U.S.A., Inc.	ICE PERFECTION SYSTEM	2792783	December 9, 2003
Arctic Glacier U.S.A., Inc.	ICESURANCE	4242426	November 13, 2012
Arctic Glacier U.S.A., Inc.	KOLDKIST	3594736	March 24, 2009
Arctic Glacier U.S.A., Inc.	KOLDKIST	3692437	October 6, 2009
Arctic Glacier U.S.A., Inc.	LEISURE TIME	2043304	March 11, 1997
Arctic Glacier U.S.A., Inc.	NORTH STAR ICE & Penguin Design	1647563	June 11, 1991
Arctic Glacier U.S.A., Inc.	PACKAGING IN TUNE WITH NATURE	3889944	December 14, 2010
Arctic Glacier U.S.A., Inc.	PARTY TIME	4102297	February 21, 2012
Arctic Glacier U.S.A., Inc.	VINTAGE CUBED ICE	4003753	July 26, 2011
Arctic Glacier U.S.A., Inc.	HOMETOWN (Stylized)	1343746	June 25, 1985
Arctic Glacier U.S.A., Inc.	FROZEN DIAMONDS	3452222	April 23, 2007

Trademark Applications: None.