# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863827

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|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| BTI COMPANY, LLC | | 12/21/2023 | Limited Liability Company: TEXAS |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | REDDY ICE LLC |
| **Street Address:** | 5710 LYNDON B JOHNSON FREEWAY, SUITE 300 |
| **City:** | Dallas |
| **State/Country:** | TEXAS |
| **Postal Code:** | 75240 |
| **Entity Type:** | Limited Liability Company: NEVADA |

**PROPERTY NUMBERS Total: 1**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 5345577 | BIG BIN |

**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:** 2146515304
**Email:** mike.mcarthur@haynesboone.com
**Correspondent Name:** Haynes and Boone, LLP c/o Mike McArthur
**Address Line 1:** 2801 N. Harwood Street; Suite 2300
**Address Line 4:** Dallas, TEXAS 75201

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|---|---|
| **ATTORNEY DOCKET NUMBER:** | 33878.TBD (BIG BIN) |
| **NAME OF SUBMITTER:** | Michael McArthur |
| **SIGNATURE:** | /Michael McArthur/ |
| **DATE SIGNED:** | 12/26/2023 |

**Total Attachments: 4**
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OP $40.00 5345577

# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 21, 2023, is made by BTI Company, LLC, a Texas limited liability company ("**Seller**"), located at 16501 Market Street, Channelview, Texas 77530, in favor of Reddy Ice LLC, a Nevada limited liability company ("**Buyer**"), located at 5710 Lyndon B Johnson Fwy, Suite 300, Dallas, Texas 75240, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller and others dated as of December 21, 2023 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark BIG BIN, including US trademark registration 5345577 dated November 28, 2017, and all renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademark in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence, or perfect the assignment of the Assigned Trademark to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has duly executed and delivered this Trademark Assignment as of the date first written above.

BTI COMPANY, LLC

By: _____
Name: Eric Doyal
Title: Manager

AGREED TO AND ACCEPTED:

REDDY ICE LLC

By: _____
Name:
Title:

[*Signature Page to Trademark Assignment Agreement*]

AGREED TO AND ACCEPTED:

REDDY ICE LLC

DocuSigned by:

By: steve janusek
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Name: Steve Janusek
Title: Executive Vice President, Chief Financial Officer and Treasurer

[*Signature Page to Trademark Assignment Agreement*]