

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM873084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ice House America, L.L.C.		01/12/2024	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	300 South Tryon Street		
Internal Address:	Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3153128	ICE HOUSE AMERICA	
Registration Number:	3167577	ICE HOUSE AMERICA	
Registration Number:	4844416	TWICE THE ICE ICE HOUSE AMERICA	
Registration Number:	4817320	IHA	
Registration Number:	3185688	TWICE THE ICE	
Serial Number:	97820604	ICE2U	
Serial Number:	97820592	ICE2U	
Registration Number:	4495903	SMARTICE	
Registration Number:	4486164	ICEBORN	
Registration Number:	5112758	HEALTHWISE	
Registration Number:	5561733	TWICE PURE	
Registration Number:	6253990	ICEBORN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		

CH \$315.00 3153128

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/mp

DATE SIGNED: 02/01/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

January 12, 2024

This Trademark Security Agreement (this “Agreement”), dated as of January 12, 2024 is made by ICE HOUSE AMERICA, L.L.C., a Florida limited liability company (“Grantor”), in favor of BARINGS FINANCE LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of January 12, 2024, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those 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.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any “intent to use” Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ICE HOUSE AMERICA, L.L.C.,
as Grantor

By: 
Name: Mark Mueller
Title: Chief Financial Officer

BARINGS FINANCE LLC,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ICE HOUSE AMERICA, L.L.C.,
as Grantor

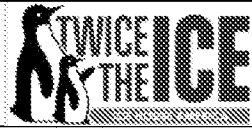


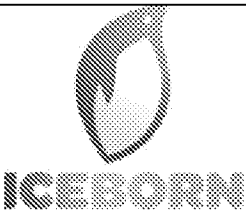
By: _____
Name: Mark Mueller
Title: Chief Financial Officer

BARINGS FINANCE LLC,
as Agent

By:  _____
Name: Mark Hindson
Title: Managing Director

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications:

Owner	Mark	Application Number	Filed Application for Registration	Registration Number
Ice House America, L.L.C.	ICE HOUSE AMERICA	78597745	03/29/2005	3153128
Ice House America, L.L.C.	ICE HOUSE AMERICA	78597757	03/29/2005	3167577
Ice House America, L.L.C.		86516407	01/28/2015	4844416
Ice House America, L.L.C.		86521025	02/02/2015	4817320
Ice House America, L.L.C.	TWICE THE ICE	78597759	03/29/2005	3185688
Ice House America, L.L.C.	ICE2U	97820604	03/02/2023	Pending
Ice House America, L.L.C.		97820592	03/02/2023	Pending
Ice House America, L.L.C.	SmartIce	85784034	11/20/2012	4495903
Ice House America, L.L.C.	ICEBORN	85784027	11/20/2012	4486164
Ice House America, L.L.C.	HEALTHWISE	86966619	04/06/2016	5112758
Ice House America, L.L.C.	TWICE PURE	87259274	12/06/2016	5561733
Ice House America, L.L.C.		88148014	10/09/2018	6253990