

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI121945

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ice Industries, Inc.		03/26/2024	Corporation: OHIO
Grenada Stamping and Assembly, Inc.		03/26/2024	Corporation: OHIO
Deerfield Manufacturing, Inc.		03/26/2024	Corporation: OHIO
Ice Industries Mexico, LLC		03/26/2024	Limited Liability Company: OHIO
Ronfeldt Manufacturing, LLC		03/26/2024	Limited Liability Company: OHIO
Ice Industries Bowling Green, LLC		03/26/2024	Limited Liability Company: OHIO
Ice Industries Holdings, Inc.		03/26/2024	Corporation: OHIO
Ice Management, Inc.		03/26/2024	Corporation: OHIO
Ice Industries Marketing, Inc.		03/26/2024	Corporation: OHIO
Ice Mexico, LLC		03/26/2024	Limited Liability Company: OHIO
Ice Industries Louisiana, LLC		03/26/2024	Limited Liability Company: OHIO
Ice Monterrey, LLC		03/26/2024	Limited Liability Company: OHIO
Ice Monterrey Stamping S. de R.L. de C.V.		03/26/2024	Mexico variable capital limited liability company: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Freedom 3 Capital, LLC, as administrative agent		
<b>Street Address:</b>	Tower 49, 12 East 49th Street, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<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>Registration Number:</b>	3265136	I	

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**CORRESPONDENCE DATA****Fax Number:** 3036293450*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:** 3036293400**Email:** burtner.jody@dorsey.com**Correspondent Name:** Jody Burtner**Address Line 1:** 1400 Wewatta Street, Suite 400**Address Line 4:** Denver, COLORADO 80202-5549**ATTORNEY DOCKET NUMBER:** 503972-72**NAME OF SUBMITTER:** JODY BURTNER**SIGNATURE:** JODY BURTNER**DATE SIGNED:** 03/26/2024**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of March 26, 2024, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Freedom 3 Capital, LLC, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ice Industries Holdings, Inc., an Ohio corporation ("Holdings"), Ice Industries, Inc., an Ohio corporation ("Ice"), Grenada Stamping and Assembly, Inc., an Ohio corporation ("Grenada"), Deerfield Manufacturing, Inc., an Ohio corporation ("Deerfield"), Ice Industries Mexico, LLC, an Ohio limited liability company ("Ice Mexico"), Ronfeldt Manufacturing, LLC, an Ohio limited liability company ("Ronfeldt"), Ice Industries Bowling Green, LLC, an Ohio limited liability company ("Bowling Green", and collectively with Ice, Grenada, Deerfield, Ice Mexico, and Ronfeldt, the "Borrowers" and each, a "Borrower"), the Lenders party thereto, and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Credit Extensions by the Lenders under the Credit Agreement, the Borrowers, Holdings, Ice Management, Inc., an Ohio corporation ("Ice Management"), Ice Industries Marketing, Inc., an Ohio corporation ("Ice Marketing"), Ice Mexico, LLC, an Ohio limited liability company ("Ice Mexico"), Ice Industries Louisiana, LLC, an Ohio limited liability company ("Ice Louisiana"), Ice Monterrey, LLC, an Ohio limited liability company ("Ice Monterrey"), and Ice Monterrey Stamping S de RL de CV, a Mexico variable capital limited liability company ("Ice Stamping", and together with Holdings, Ice Management, Ice Marketing, Ice Mexico, Ice Louisiana, Ice Monterrey and Ice Stamping, the "Guarantors", and each, a "Guarantor") have entered into that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Secured Obligations of such Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

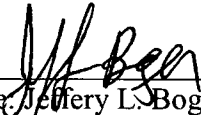
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*


IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

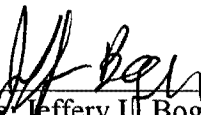
**ICE INDUSTRIES, INC.**

By:   
Name: Jeffrey L. Boger  
Title: President


**GRENADA STAMPING AND ASSEMBLY, INC.**

By:   
Name: Jeffrey L. Boger  
Title: President

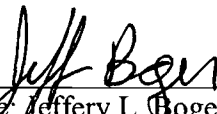
**DEERFIELD MANUFACTURING, INC.**

By:   
Name: Jeffrey L. Boger  
Title: President

**ICE INDUSTRIES MEXICO, LLC**

By:   
Name: Jeffrey L. Boger  
Title: President

**RONFELDT MANUFACTURING, LLC**

By:   
Name: Jeffrey L. Boger  
Title: President

**ICE INDUSTRIES BOWLING GREEN, LLC**

By: Jeff Boger  
Name: Jeffery L. Boger  
Title: President

**ICE INDUSTRIES HOLDINGS, INC.**

By: Jeff Boger  
Name: Jeffery L. Boger  
Title: President

**ICE MANAGEMENT, INC.**

By: Jeff Boger  
Name: Jeffery L. Boger  
Title: President

**ICE INDUSTRIES MARKETING, INC.**

By: Jeff Boger  
Name: Jeffery L. Boger  
Title: President

**ICE MEXICO, LLC**

By: Jeff Boger  
Name: Jeffery L. Boger  
Title: President

**ICE INDUSTRIES LOUISIANA, LLC**

By: Jeff Boger  
Name: Jeffery L. Boger  
Title: President

**ICE MONTERREY, LLC**

By: Jeff Boger  
Name: Jeffery L. Boger  
Title: President

**ICE MONTERREY STAMPING S. DE R.L.  
DE C. V.**

By: Jeff Boger  
Name: Jeffery L. Boger  
Title: President




**Schedule A**

**Patents**

None.

**Schedule B**

**Trademarks**

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Owner</u></b>
Ice Industries Grenada	OHIO	1989432	10-JAN- 2011	Grenada Stamping and Assembly, Inc.
Ice Industries Deerfield	OHIO	1989431	10-JAN- 2011	Deerfield Manufacturing, Inc.
Ronfeldt Manufacturing, LLC	OHIO	4720728	28-JUL- 2021	Ice Industries Mexico, LLC
Ice Logo 	USPTO	3265136	17- JUL- 2007	Ice Industries, Inc.
Ice Industries Mexico	OHIO	4720226	27-JUL- 2021	Ronfeldt Manufacturing, LLC
Ice Industries Ronfeldt	OHIO	1989433	10-JAN- 2011	Ronfeldt Manufacturing, LLC

**Schedule C**

**Copyrights**

None.