

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Union Ice Ltd.		03/01/2007	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Arctic Glacier Vernon Inc.		
Street Address:	2970 East 50th Street		
City:	Vernon		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1144420	THE UNION ICE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-581-8620		
Email:	clkiedrowski@jonesday.com		
Correspondent Name:	Carrie L. Kiedrowski		
Address Line 1:	1420 Peachtree Street NE		
Address Line 2:	Ste. 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	146054640007		
NAME OF SUBMITTER:	Carrie L. Kiedrowski		
Signature:	/Carrie L. Kiedrowski/		

CH \$40.00 1144420

Date:

07/19/2012

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Union Ice Ltd., a Texas limited partnership, having its principal place of business at 6100 East Sheila Street, Los Angeles, California 90040 (the "**Predecessor Entity**"), is the owner of all right, title and interest in and to the trademarks and the service mark set forth on Exhibit A attached hereto, and all corresponding trademark and service mark applications and registrations thereof and common law rights thereto (hereinafter the "**Predecessor Marks**"), together with the goodwill of the business connected with and symbolized by the Predecessor Marks.

WHEREAS, the Predecessor Entity and Union Ice-Pacific, L.P., a California limited partnership, having its principal place of business at 2970 East 50th Street, Vernon, California 90058 ("**Union Ice**," and, together with the Predecessor Entity, "**Assignor**"), entered into an Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of February 25, 2005, pursuant to which the Predecessor Entity sold certain of its assets to Union Ice, including the assets and goodwill connected with and represented and symbolized by the Predecessor Marks.

WHEREAS, the Predecessor Entity never assigned to Union Ice its right, title and interest in and to the Predecessor Marks.

WHEREAS, Union Ice and Arctic Glacier Vernon Inc., a California corporation, having its principal place of business at 2970 East 50th Street, Vernon, California 90058 ("**Assignee**"), have entered into that certain Asset Purchase Agreement, dated as of March 1, 2007, between Assignee, Union Ice and Arctic Glacier California Inc., a California corporation (solely for the purpose of Section 1.5 thereof) (the "**Asset Purchase Agreement**"). Capitalized terms used but

not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, Union Ice has agreed to assign to Assignee all of its right, title and interest in and to the registered or unregistered trademarks, trade names, and service marks owned or licensed by Union Ice in connection with the Business, and all common law rights thereto (the "Union Ice Marks" and, together with the Predecessor Marks, the "Marks").

WHEREAS, Assignor will benefit from the transactions contemplated by the Asset Purchase Agreement and is desirous of effectuating the terms of the Asset Purchase Agreement and assigning to Assignee all its right, title and interest in and to the Marks, in the United States and countries foreign to the United States together with the goodwill of the business connected with and symbolized by the Marks.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee all worldwide right, title and interest in and to the Marks, together with the goodwill of the business connected with and symbolized by the Marks, and all rights for recovery, damages and profits for past infringements, if any.
2. Assignor hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and has not executed, and will not execute, any agreement in conflict herewith.

3. Assignor hereby further covenants and agrees that it will sign all lawful papers, make all rightful oaths, and generally do everything possible to aid Assignee, its successors, legal representatives and assigns, as reasonably necessary to complete and perfect the transfer of said Marks in all countries.

4. Assignor hereby constitutes and appoints Assignee the true and lawful attorney-in-fact of Assignor with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the sole benefit of Assignee: (i) to execute any documents to effectuate the transfer of the Marks to Assignee; (ii) to demand and receive from time to time any and all of the Marks and to make endorsements, grant licenses and give releases for and in respect of the same and any part thereof; (iii) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, rights or title of any kind in or to the Marks; (iv) to defend or compromise any or all actions or proceedings in respect of any of the Marks; and (v) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iv) as the Assignee, in its sole discretion, shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

5. This Assignment of Trademarks is effective as of March 1, 2007 ("**Effective Date**").

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Union Ice Ltd.

BY: Union Ice GP Inc.,
its general partner

By: *G. Brent Larson*
G. Brent Larson,
Secretary and Treasurer

Union Ice Pacific, L.P.

BY: Union Ice GP Inc.,
its general partner

By: *G. Brent Larson*
G. Brent Larson,
Secretary and Treasurer

ASSIGNEE:

Arctic Glacier Vernon Inc.

By: *Keith McMahon*
Keith McMahon
President

EXHIBIT A

Mark Type	Mark Description	Federal Registration No.; Registration Date	State of California Registration No.; Registration Date	Int'l Class No.
Service Mark	"The Union Ice Company" with Shield Design	1152674 04/28/1981 *Dead	6327 03/09/1978	42
Trademark	"The Union Ice Company" with Shield Design	1144420 12/23/1980	57565 03/09/1978	30
Trademark	FROZEN DIAMONDS	0833132 08/08/1967 *Dead	45407 09/20/1986 (last renewal date)	1

CONFIDENTIAL
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HIG Capital LLC
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