

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest Recorded at Reel/Frame 4170/0833

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/10/2010	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Macquarie Bank Limited
Street Address:	No. 1 Martin Place
City:	Sydney, NSW
State/Country:	AUSTRALIA
Postal Code:	2000
Entity Type:	Bank: AUSTRALIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1533504	CITY ICE
Registration Number:	3234275	CRYSTAL CLASSIC CUBES
Registration Number:	3234276	CRYSTAL CLASSIC CUBES GOURMET ICE CUBES ICE
Registration Number:	1574073	PREMIUM ICE
Registration Number:	2680967	REDDY
Registration Number:	2686355	REDDY ICE
Registration Number:	2874281	REDDYICE
Registration Number:	1421317	SPARKLE
Registration Number:	1242718	THE ICE FACTORY
Registration Number:	2107313	TRIANGLE ICE
Serial Number:	78731170	GETREDDY
Serial Number:	78731167	GOOD TIMES ARE IN THE BAG!

CORRESPONDENCE DATA

900178546

**TRADEMARK
 REEL: 004429 FRAME: 0852**

CH \$315.00 1533504

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Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	10424-1 RMP
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Renee M. Prescan
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Signature:	/Renee M. Prescan/
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Date:	12/10/2010
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Total Attachments: 6
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ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This ASSIGNMENT OF TRADEMARK SECURITY INTEREST (this “Assignment”) entered into as of December 10, 2010, is made by JPMorgan Chase Bank, N.A. (“Existing Credit Agreement Collateral Agent”) in favor of Macquarie Bank Limited (the “Replacement Credit Agreement Collateral Agent”).

WHEREAS, Reddy Ice Corporation (“Grantor”) owns all right, title and interest in and to the trademarks and trademark applications listed on Schedule A attached hereto (“Trademarks”); and

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of March 15, 2010 (the “Trademark Security Agreement”), which was filed with the United States Patent and Trademark Office (the “PTO”) on March 19, 2010 at Reel 4170, Frame 0833, between Grantor and Existing Credit Agreement Collateral Agent, as Credit Agreement Collateral Agent for the lenders party to that certain Credit Agreement dated as of March 15, 2010, among Grantor, the entities from time to time party thereto as lenders, and Existing Credit Agreement Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), Grantor granted to Existing Credit Agreement Collateral Agent a continuing security interest in the Trademarks; and

WHEREAS, on October 22, 2010, Macquarie Bank Limited (the “Replacement Credit Agreement Collateral Agent”) purchased from the existing lenders all of their rights and obligations in respect of their Commitments (as defined in the Credit Agreement) and Loans (as defined in the Credit Agreement) under the Credit Agreement, and on December 10, 2010, Existing Credit Agreement Collateral Agent assigned to Replacement Credit Agreement Collateral Agent all if its right, title, interest and privileges as Administrative Agent under the Trademark Security Agreement and became the Administrative Agent thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is now acknowledged, Existing Credit Agreement Collateral Agent hereby sells, assigns, grants and transfers to Replacement Credit Agreement Collateral Agent all rights and interests granted from Grantor to Assignor as evidenced by the Trademark Security Agreement, including a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the Trademarks and Trademark Collateral (as defined in the Trademark Security Agreement), including any rights or interests existing at any time on or after the Effective Date of the Trademark Security Agreement, presently existing or hereafter created or acquired, to be held and enjoyed by Replacement Credit Agreement Collateral Agent, its successor and assigns, as fully as the same would have been held and enjoyed by Existing Credit Agreement Collateral Agent had this assignment and sale not been made.

Existing Credit Agreement Collateral Agent hereby requests the Commissioner of Patents and Trademarks to record Replacement Credit Agreement Collateral Agent as the assignee of a continuing security interest in the Trademarks.

This Assignment may be executed in 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.

This Assignment shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would require the application of laws other than those of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Pages Follows]

IN WITNESS WHEREOF, Existing Credit Agreement Collateral Agent and Replacement Credit Agreement Collateral Agent have caused this Assignment of Trademark Security Interest to be executed and delivered as of the date first written above.

JPMORGAN CHASE BANK, N.A.
as Existing Credit Agreement Collateral Agent

MACQUARIE BANK LIMITED
as Replacement Credit Agreement
Collateral Agent

By: *Margaret Watson*
Name: *MARGARET KAYE WATSON*
Title: *SENIOR VICE PRESIDENT*


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Existing Credit Agreement Collateral Agent and Replacement Credit Agreement Collateral Agent have caused this Assignment of Trademark Security Interest to be executed and delivered as of the date first written above.

JPMORGAN CHASE BANK, N.A.
as Existing Credit Agreement Collateral Agent

MACQUARIE BANK LIMITED
as Replacement Credit Agreement
Collateral Agent

By: _____
Name: _____
Title: _____

By: 
Name: _____
Title: _____
Melanie Lincoln
Senior Manager


Andrew Dainton
Associate Director

SCHEDULE A

TRADEMARKS

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	CITY ICE	1,533,504	April 4, 1989
US	CRYSTAL CLASSIC CUBES	3,234,275	April 24, 2007
US	CRYSTAL CLASSIC GOURMET ICE CUBES ICE and Design	3,234,276	April 24, 2007
US	PREMIUM ICE	1,574,073	December 26, 1989
US	REDDY	2,680,967	January 28, 2003
US	REDDY ICE	2,686,355	February 11, 2003
US	REDDYICE (and Design)	2,874,281	August 17, 2004
US	SPARKLE	1,421,317	December 16, 1986
US	THE ICE FACTORY	1,242,718	June 21, 1983
US	TRIANGLE ICE	2,107,313	October 21, 1997
Canada	REDDY	TMA6 17789	August 26, 2004
Canada	REDDY ICE	TMA617891	August 27, 2004
Mexico	REDDY	781805	February 28, 2003
Mexico	REDDY ICE	781804	February 28, 2003
Mexico	REDDYICE and Design	804520	August 15, 2003

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	GETREDDY	78/731,170	October 11, 2005
US	GOOD TIMES ARE IN THE BAG	78/731,167	October 11, 2005
Canada	REDDYICE (and Design)	1454724	October 8, 2009