

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REDDY ICE CORPORATION		07/02/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 13			
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	
Registration Number:	1574073	PREMIUM ICE	
Registration Number:	2680967	REDDY	
Registration Number:	2686355	REDDY ICE	
Registration Number:	2874281	REDDYICE	
Registration Number:	4717743	REDDYICE	
Registration Number:	4753128	REDDY24/7	
Registration Number:	4747680	REDDY911	
Registration Number:	1242718	THE ICE FACTORY	
Registration Number:	5297789	VALUE ICE	
Registration Number:	5297790	VALUE ICE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	3105572900		

CH \$340.00 1533504

Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11964.155

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 07/02/2018

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of July 2, 2018, by REDDY ICE CORPORATION (“Pledgor”), in favor of MIDCAP FINANCIAL TRUST, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademark registrations and applications of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, Lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law, etc. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. Sections 11.15 and 11.16 of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

[signature pages follow]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

REDDY ICE CORPORATION,
as Pledgor

By: 

Name: Steven J. Janusek

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

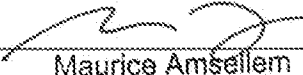
TRADEMARK
REEL: 006369 FRAME: 0679

Accepted and Agreed:

MIDCAP FINANCIAL TRUST
as Administrative Agent


By: Apollo Capital Management, L.P.,
its investment manager




By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Country or State	Status	Name of registered owner or applicant
CITY ICE Application No. 73/741,993 Filed: July 25, 1988 Registration No. 1,533,504 Registered: April 4, 1989	US	<i>Registered</i>	Reddy Ice Corporation
CRYSTAL CLASSIC CUBES Application No. 78/403,918 Filed: April 19, 2004 Registration No. 3,234,275 Registered: April 24, 2007	US	<i>Registered</i>	Reddy Ice Corporation
CRYSTAL CLASSIC CUBES GOURMET ICE CUBES ICE (and Design) Application No. 78/403,924 Filed: April 19, 2004 Registration No. 3,234,276 Registered: April 24, 2007 	US	<i>Registered</i>	Reddy Ice Corporation
PREMIUM ICE Application No. 73/750,071 Filed: September 6, 1988 Registration No. 1,574,073 Registered: December 26, 1989	US	<i>Registered</i> (Supplemental)	Reddy Ice Corporation
REDDY Application No. 76/405,109 Filed: May 10, 2002 Registration No. 2,680,967 Registered: January 28, 2003	US	<i>Registered</i>	Reddy Ice Corporation
REDDY ICE Application No. 76/405,108 Filed: May 10, 2002 Registration No. 2,686,355 Registered: February 11, 2003	US	<i>Registered</i>	Reddy Ice Corporation

Trademark	Country or State	Status	Name of registered owner or applicant
REDDYICE (and Design) Application No. 78/178,382 Filed: October 25, 2002 Registration No. 2,874,281 Registered: August 17, 2004 	US	<i>Registered</i>	Reddy Ice Corporation
REDDYICE (and Design) Application No. 86/169,021 Filed: January 17, 2014 Registration No. 4,717,743 Registered: April 7, 2015 	US	<i>Registered</i>	Reddy Ice Corporation
REDDY24/7 Application No. 86/261,046 Filed: April 24, 2014 Registration No. 4,753,128 Registered: June 9, 2015	US	<i>Registered</i>	Reddy Ice Corporation
REDDY911 Application No. 86/422,178 Filed: October 13, 2014 Registration No. 4,747,680 Registered: June 2, 2015	US	<i>Registered</i>	Reddy Ice Corporation
THE ICE FACTORY Application No. 73/368,493 Filed: June 7, 1982 Registration No. 1,242,718 Registered: June 21, 1983	US	<i>Registered</i>	Reddy Ice Corporation
VALUE ICE Application No. 87/103,689 Filed: July 14, 2016 Registration No. 5,297,789 Registered: September 26, 2017	US	<i>Registered</i>	Reddy Ice Corporation
VALUE ICE and Design Application No. 87/103,703 Filed: July 14, 2016 Registration No. 5,297,790 Registered: September 26, 2017 	US	<i>Registered</i>	Reddy Ice Corporation