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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

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Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

11 28 2000

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

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Application Number(s) or Patent Number(s)

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees:

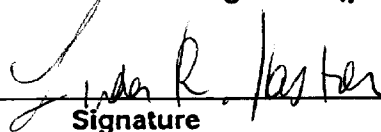
Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Linda R. Kastner

Name of Person Signing


Signature

December 1, 2000

Date

PATENT SECURITY AGREEMENT

WHEREAS, PACKAGED ICE IP, INC., a Nevada corporation ("Grantor"), owns the Patents (as defined in the Security Agreement defined below) and Patent applications listed on Schedule 1 annexed hereto, and is a party to the Patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that certain Amended and Restated Credit Agreement of even date herewith (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement") with Bank of America, N.A., as agent (successor agent to Antares Capital Corporation f/k/a Antares Leveraged Capital Corp.; the "Agent") for the benefit of all lenders and individually as a lender (together with all other "Lenders" thereunder as defined therein, the "Lenders"), Antares Capital Corporation, as co-agent, and the other Lenders parties thereto, providing for the Lenders to make available to the Borrower certain term and revolving credit facilities on the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Patent applications and Patent licenses, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;

(2) each Patent license, including, without limitation, each Patent license listed on Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, any Patent issued pursuant to a Patent Application referred to in Schedule 1 and any Patent licensed under any Patent License listed on Schedule 1 annexed hereto;

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral 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.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on this 28 day of November, 2000.

PACKAGED ICE IP, INC.,
a Nevada corporation

By: [Signature]
Its: CFO

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: [Signature]
Name: DAN LANE
Title: SUP

SCHEDULE I

Patents

Country	Serial No.	Filing Date	Patent No.	Expiration Date
1. United States	07/593,046	10/05/90	5,109,651	10/05/2010
(1) China	91110837.8	10/05/91		10/05/2006
(1) Taiwan (see next below)	81207234	10/15/91	UM-89642	10/14/2003
(1) TAI (DIV) [divided by examiner from one into two appls., hence two separate Patents; see next above]	81207233 (Cassette)	10/15/91	UM-87144	10/14/2003
(1) India	1006/Del/91	10/22/91		
(1) Mexico	9101442	10/04/91	178614	10/04/2011
(1) Patent Cooperation Treaty ("PCT")	PCT/US91/07214 PUB WO 92/06006	10/01/91		
(1) Australia	90334/91	10/01/91	646999	10/01/2007
(1) Canada	2093337	10/01/91		
(1) Brazil	PI 9106944	10/01/91	9106944-0	10/01/2001
(1) European Patent Office ("EPO") (appl. in France, Germany, Italy, Spain, United Kingdom)	92900332.5	10/01/91		
(1) Japan	04-501236	10/01/91		
2. United States	08/145,434	10/29/93	5,458,851	10/29/2013

Country	Serial No.	Filing Date	Patent No.	Expiration Date
3. United States	08/541,407	10/10/95	5,630,310	5/20/2014
4. United States	08/541,627	10/10/95	5,581,982	12/10/2013
(2/3/4) PCT	PCT/US94/12478	10/29/94		
(2/3/4) China	94 1 94331.3	10/29/94		
(2/3/4) Mexico	94 8326	10/29/94		
(2/3/4) Brazil	PI 9407927-7	10/29/94		
(2/3/4) Australia	10850/95	10/29/94		
(2/3/4) Japan	512884/95	10/29/94		
5. United States	08/751,403	11/18/96		
6. United States	08/047,010	04/14/93	5,440,863	08/15/2012
7. United States	08/103,995	08/10/93	5,473,865	08/10/2013
8. United Kingdom	92110083.0	06/15/92	0 518 382	06/15/2012
9. United States	00/751,403	10/10/95	5,822,955	10/20/2015
10. United States	00/818,506	07/25/77	4,368,608	01/18/2003
11. United States	00/083,386	02/09/98	D407,092	03/23/2013

NOTE: Patent #1 has pending or issued foreign applications in the designated countries as indicated by (1); Patent #s 204 have one combined pending foreign application in the designated countries as indicated by (2/3/4); Patent application #5 is pending in U.S., and at this time no foreign applications have been made.