

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Mile High Equipment LLC formerly known as Mile High Equipment Co.	04/30/2010
<b>RECEIVING PARTY DATA</b>	
Name:	General Electric Capital Corporation, as administrative agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
<b>PROPERTY NUMBERS Total: 7</b>	
Property Type	Number
Patent Number:	6637227
Patent Number:	6668575
Patent Number:	6691528
Patent Number:	6711910
Patent Number:	6854277
Patent Number:	7275387
Patent Number:	7017353
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, 20th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	039112-0031

OP \$280.00 6637227

**501179319**

**PATENT**  
**REEL: 024402 FRAME: 0020**

NAME OF SUBMITTER:

Kristin J. Azcona

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 30, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Scotsman Industries, Inc. (the "Borrower"), the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of April 30, 2010 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, or to the extent not defined therein, the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following Collateral (the "Patent Collateral"):

(a) all letters patent and applications therefor ("Patents"), including, without limitation, those referred to on Schedule 1 hereto;

(b) all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Termination of Agreement. This Patent Security Agreement shall terminate upon the release of the Collateral from the Liens pursuant to the Credit Agreement and the Guaranty and Security Agreement, and the Administrative Agent shall reasonably cooperate with each Grantor to execute and deliver all documents as such Grantor shall reasonably request to evidence such termination.

Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SCOTSMAN GROUP LLC,  
as Grantor

By: Kevin Fink  
Name: KEVIN FINK  
Title: PRESIDENT

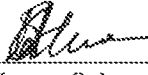
MILE HIGH EQUIPMENT LLC,  
as Grantor

By: Kevin Fink  
Name: KEVIN FINK  
Title: PRESIDENT

[Signature Page to Scotsman Group LLC & Mile High Equipment LLC  
Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: Salman Mukhtar  
Title: Duly Authorized Signatory

Schedule I  
to  
Patent Security Agreement

**U.S. Patent Applications**

<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Publication No.</b>	<b>Owner</b>
Flow Splitter for Fluid Pipe	12343802	12/24/2008	2009 0178712	Mile High Equipment, L.L.C.
Ice-making machine with water flow sensor	12316845	12/17/2008	2009 0173085	Mile High Equipment, L.L.C.
Ice-making machine	12012264	1/31/2008	2008 0184729	Mile High Equipment, L.L.C.
Ice-making machine with control system	12012263	1/31/2008	2008 0178614	Mile High Equipment, LLC
Ice-machine evaporator and control system	12002155	12/13/2007	2008 0163638	Mile High Equipment, LLC
Ice-making device utilizing pulse electric devices to harvest ice	11543483	10/05/2006	2007 0101752	Mile High Equipment, LLC
Ice machine with drain	12148886	4/23/2008	2008 0264090	Scotsman Group LLC
Ice machine with removable liner	12148855	4/23/2008	2008 0264089	Scotsman Group LLC
Method and system for regulating the operation of an icemaking machine based to optimize the run time based on variable power rates	11975113	10/17/2007	2008 0092571	Scotsman Group LLC

**U.S. Issued Patents**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Owner</b>
Evaporator device for an ice maker and method of manufacture	6247318	6/19/2001	Mile High Equipment Co.
Quiet ice making apparatus	6637227	10/28/2003	Mile High Equipment Co. and Scotsman Group LLC
Quiet ice making apparatus	6668575	12/30/2003	Mile High Equipment Co. and Scotsman Group LLC
Quiet ice making apparatus	6691528	2/17/2004	Mile High Equipment Co. and Scotsman Group LLC
Quiet ice making apparatus	6711910	3/30/2004	Mile High Equipment Co. and Scotsman Group LLC
Quiet ice making apparatus	6854277	2/15/2005	Mile High Equipment

Title	Patent No.	Issue Date	Owner
			Co. and Scotsman Group LLC
Integrated ice and beverage dispenser	7275387	10/02/2007	Mile High Equipment Co. and Scotsman Group LLC
Integrated ice and beverage dispenser	7017353	3/28/2006	Mile High Equipment Company and Scotsman Group LLC
Ice making machine, method and evaporator assemblies	7540161	6/2/2009	Mile High Equipment LLC
Ice making method and machine with PETD harvest	7661275	2/16/2010	Mile High Equipment LLC
Maintenance and cleaning for an ice machine	7204091	4/17/2007	Scotsman Group LLC
Method of fabricating flaker evaporators by simultaneously deforming while coiling tube	4984360	1/15/1991	Scotsman Group LLC
Undercounter ice making machine	5245841	9/21/1993	Scotsman Group LLC
Method for controlling an ice making machine and apparatus therefor	5477694	12/26/1995	Scotsman Group LLC
Water quality monitoring and control system for an ice maker	5527470	6/18/1996	Scotsman Group LLC
Method for preventing formation of ice slush in an ice maker	5582018	12/10/1996	Scotsman Group LLC
Hot gas bypass system for an icemaker	5794452	8/18/1998	Scotsman Group LLC
Fault restart method	5901561	5/11/1999	Scotsman Group LLC
Ice and beverage dispensing apparatus	6321802	11/27/2001	Scotsman Group LLC
Ice producing machine and method with gear motor monitoring	6463746	10/15/2002	Scotsman Group LLC
Ice machine and method for control thereof	6581392	6/24/2003	Scotsman Group LLC
Ice machine evaporator assemblies with improved heat transfer and method for making same	7017355	3/28/2006	Scotsman Group LLC
Beverage dispensing system	7036326	5/2/2006	Scotsman Group LLC
Combined countertop ice and beverage dispenser	D335062	4/27/1993	Scotsman Group LLC
Countertop ice dispenser	D335498	5/11/1993	Scotsman Group LLC
Splash panel for ice/beverage dispenser	D367585	3/5/1996	Scotsman Group LLC
Ice machine with remote monitoring	7310957	12/25/2007	Scotsman Group LLC