

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest recorded at Reel/Frame 024103/0459

CONVEYING PARTY DATA

Name	Execution Date
JPMorgan Chase Bank, N.A.	12/10/2010

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	5822955
Patent Number:	5109651
Patent Number:	5458851
Patent Number:	5581982
Patent Number:	5630310
Patent Number:	5440863
Patent Number:	D407092
Patent Number:	7426812
Patent Number:	7497062
Application Number:	90010643
Application Number:	11837320
Application Number:	12130946
Application Number:	12356410
Application Number:	61300612

CORRESPONDENCE DATA

501376042

**PATENT
 REEL: 025468 FRAME: 0943**

CH \$560.00 5822955

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ATTORNEY DOCKET NUMBER:	10424-1 RMP
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NAME OF SUBMITTER:	Renee M. Prescan
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Total Attachments: 7
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ASSIGNMENT OF PATENT SECURITY INTEREST

This ASSIGNMENT OF PATENT 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 patents and patent applications listed on Schedule A attached hereto (“Patents”); and

WHEREAS, pursuant to that certain Patent Security Agreement dated as of March 15, 2010 (the “Patent Security Agreement”), which was filed with the United States Patent and Trademark Office (the “PTO”) on March 19, 2010 at Reel 024103, Frame 0459, 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 Patents; 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 Patent 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 Patent Security Agreement, including a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the Patents and Patent Collateral (as defined in the Patent Security Agreement), including any rights or interests existing at any time on or after the Effective Date of the Patent 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 Patents.

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.

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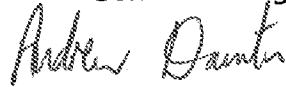
IN WITNESS WHEREOF, Existing Credit Agreement Collateral Agent and Replacement Credit Agreement Collateral Agent have caused this Assignment of Patent Security Interest to be executed and delivered as of the date first written above.

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

IN WITNESS WHEREOF, Existing Credit Agreement Collateral Agent and Replacement Credit Agreement Collateral Agent have caused this Assignment of Patent 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: *Matt Pruitt Matthews*
Name: MATT PRUITT MATTHEWS
Title: SENIOR VICE PRESIDENT

By: _____
Name: _____
Title: _____

SCHEDULE A

PATENTS

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.	5,822,955	October 20, 1998	John Woosley; Alfred A. Schroeder; Perry McGuar; Thomas J. Chadwell	Grip for a Grasping Device
U.S.	5,109,651	May 5, 1992	James F. Stuart	Ice Bagger
U.S.	5,458,851	October 17, 1995	Alfred A. Schroeder; Perry McGuar	Automated Ice Bagger with Self- Contained Sanitizing System
U.S.	5,581,982	December 10, 1996	Alfred A. Schroeder; Perry McGuar; Thomas J. Chadwell	Method for Automatically Bagging Ice Using a Timer and Multipositional Electronic Scale
U.S.	5,630,310	May 20, 1997	Thomas J. Chadwell	Automatic Ice Bagger with Self Contained Sanitizing System
U.S.	5,440,863	August 15, 1995	Chiyoshi Toyo; Tokuo Taraka; Yoshinori Tanaka	Bagger
U.S.	D407,092	March 23, 1999	Jimmy Carter Weaver	Ice Making, Bagging and Storage Plant
U.S.	7,426,812	September 23, 2008	Mark C. Metzger	Ice Bagging Apparatus

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.	7,497,062	March 3, 2009	Mark C. Metzger	Ice Bagging Apparatus
Canada	2,093,337	March 6, 2001	James F. Stuart	Ice Bagger
Mexico	178,614	July 10, 1995	James F. Stuart	Ice Bagger
Canada	2,175,055	August 24, 1999	Alfred A. Schroeder; Perry McGuar	Automatic Ice Bagger with Self-Contained Sanitizing System
Canada	2,241,780	July 26, 2005	Alfred A. Schroeder; Perry McGuar	Automatic Ice Bagger with Self-Contained Sanitizing System
Mexico	192,312	June 10, 1999	Alfred A. Schroeder; Perry McGuar	Automatic Ice Bagger with Self-Contained Sanitizing System

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.	90/010,643	August 12, 2009		Ice Bagger * <i>Re-Examination of App. No. 07/593,046 (Pat. No. 5,109,651)</i>
U.S.	11/837,320	August 10, 2007		Ice Bagging System and Method
U.S.	12/130,946	May 30, 2008		Ice Distribution System and

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
				Method
U.S.	12/356,410	January 20, 2009		Ice Bagging Apparatus
U.S.	61/300,612	February 2, 2010		System and Method for Bagging and Distributing Ice