

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TEK Solutions, Inc.	11/30/2012
RECEIVING PARTY DATA	
Name:	Reddy Ice Corporation
Street Address:	8750 North Central Expressway
Internal Address:	Suite 1800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75231
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12803997
Application Number:	13317078
CORRESPONDENCE DATA	
Fax Number:	2156562498
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-656-2458
Email:	pto.phil@dlapiper.com
Correspondent Name:	William L. Bartow
Address Line 1:	1650 Market Street
Address Line 2:	Suite 4900
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	RIH-1-B (365251-29)
NAME OF SUBMITTER:	William L. Bartow
Total Attachments: 11 source=Security_Agmt#page1.tif	

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), is made as of the 30th day of November, 2012 by and between Ice Link Canada LP, an Alberta limited partnership (the "Company"), Tek Solutions Inc., an Alberta corporation and the general partner of the Company (the "General Partner" and, together with the Company, the "Grantors") and Reddy Ice Corporation, a Nevada corporation (the "Purchaser").

Recitals

A. Grantors and Purchaser are parties to a Secured Convertible Promissory Note Purchase Agreement, and any exhibits thereto and related agreements, dated on or about the date hereof (collectively the "Note Purchase Agreement, setting forth the terms on which Purchaser will purchase a convertible secured promissory note in the principal amount of \$2,150,000, issued by the Grantors (the "Note").

B. As a condition to purchasing the Note, Purchaser has required the execution and delivery of this Agreement by Grantors in order to define certain obligations of the Grantors and rights that Purchaser has in the Patents and Trademarks of the Grantors.

ACCORDINGLY, in consideration for the purchase of the Note and for the mutual covenants contained in the Note Purchase Agreement, and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Note Purchase Agreement that are not otherwise defined herein shall have the meanings given to them in the Note Purchase Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Grantors' right, title and interest in and to: (i) patents or applications for patents, (ii) licenses, fees or royalties payable to Grantors with respect to each, and (iii) the right to sue for past infringement and damages therefor, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Permitted Liens" shall mean: (a) the security interest created in favor of Ice Link LLC, pursuant to Section 3.2(h) of the that certain Asset Purchase Agreement dated as of May 15, 2012 (the "Asset Purchase Agreement"), by and among Ice Link, LLC *et al.* and TEK Solutions Inc. (the "Prior Security Interest"); and (b) the promissory note created in favor of Ice Link LLC, pursuant to Section 3.3 of the Asset Purchase Agreement (the "Prior Note"). It is agreed and acknowledged by the parties that the Prior Note shall take priority over the Security Interest granted herein; however, the Security Interest granted herein shall take priority over the Prior Security Interest, subject to the provisions of the letter agreement dated November 30, 2012 between Ice Link LLC and the Purchaser.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Grantors’ right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties payable to Grantors with respect to each, and (iii) the right to sue for past, present and future infringement, dilution and damages therefor, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Grantors hereby irrevocably pledge and assign to, and grant Purchaser a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Note. As set forth in the Note Purchase Agreement and the Note, the Security Interest is coupled with a security interest in substantially all of the personal property of Grantors. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Representations, Warranties and Agreements. Grantors represent, warrant and agree as follows:

3.1 **Existence; Authority**. Grantors are duly organized, validly existing and in good standing under the laws of their jurisdiction of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate partnership action on the part of Grantors.

3.2 **Patents**. Exhibit A accurately lists all Patents owned or controlled by Grantors as of the date hereof, or to which Grantors have a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Grantors own, control or have a right to have assigned to it any Patents not listed on Exhibit A, whether in the United States or anywhere in the world, or if Exhibit A ceases to accurately reflect the existence or status of the applications and letters patent pertaining to the Patents, then Grantors shall from time to time, but no less frequently than quarterly, provide written notice to Purchaser with a replacement Exhibit A, which upon acceptance by Purchaser shall become part of this Agreement.

3.3 **Trademarks**. Exhibit B accurately lists all Trademarks owned or controlled by Grantors as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) which are not material to Grantors’ business. If after the date hereof, Grantors own or control any Trademarks not listed on Exhibit B (other than common law marks which are not material to Grantors’ business), whether in the United States or anywhere in the world, or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantors shall from time to time, but no less frequently than

quarterly, provide written notice to Purchaser with a replacement Exhibit B, which upon acceptance by Purchaser shall become part of this Agreement.

3.4 Subsidiaries and Affiliates. If after the date hereof any subsidiary of the Grantors or other affiliate of the Grantors ("Affiliates") wholly owns, or obtains a right to have assigned to it the entire ownership interest in any Patents or Trademarks, whether in the United States or anywhere in the world, which are not already subject to a patent and trademark security agreement substantially in the form of this Agreement, between Purchaser and said Affiliate, then Grantors shall notify Purchaser of such item(s) and cause such Affiliate to execute and deliver to Purchaser a patent and trademark security agreement substantially in the form of this Agreement.

3.5 Title. Grantors have absolute right, title and interest to each Patent and each Trademark listed on Exhibits A and B, free and clear of all liens and encumbrances, except the Permitted Liens.

3.6 No Sale. Except as permitted by and under the Note Purchase Agreement, the Note and the Permitted Liens, Grantors will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Purchaser's prior written consent.

3.7 Defense. Except as permitted under the Note Purchase Agreement and the Note, Grantors will at their own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks (other than Patents or Trademarks that are no longer useful or necessary in Grantors' business, and which are immaterial in value) against all claims or demands of all Persons other than those holding Permitted Liens.

3.8 Maintenance. Grantors will at their own expense maintain the Patents and the Trademarks to the extent commercially and reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all necessary affidavits, maintenance fees, annuities, and renewals with respect to letters patent, trademark registrations and applications therefor. Grantors covenant that they will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark that is material to the business of the Grantors, nor fail to file any required affidavit or renewal in support thereof, without first providing Purchaser: (i) thirty (30) days written notice to allow Purchaser to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such authorization be necessary or desirable.

3.9 Purchaser's Right to Take Action. If Grantors fail to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Purchaser gives Grantors written notice thereof (or, in the case of the agreements contained in Section 3.8, immediately upon the occurrence of such failure, without notice or lapse of time), or if Grantors notify Purchaser that they intend to abandon a Patent or Trademark, Purchaser may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Grantors (or, at Purchaser's option, in Purchaser's own name) and may (but need

not) take any and all other actions which Purchaser may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

3.10 Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Grantors shall pay Purchaser on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Purchaser in connection with or as a result of Purchaser's taking action under Section 3.9 or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Purchaser.

3.11 Power of Attorney. To facilitate Purchaser's taking action under Section 3.9 and exercising its rights under Section 6, Grantors hereby irrevocably appoint (which appointment is coupled with an interest) Purchaser, or its delegate, as the attorney-in-fact of Grantors with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantors, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantors under this Section 3, or, necessary for Purchaser, upon the occurrence of an Event of Default and while such Event of Default lasts commenced thereby, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Note Purchase Agreement as provided therein and the payment of the Note.

4. Grantors' Use of the Patents and Trademarks. Grantors shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the either of the Note Purchase Agreement or the Note, shall occur; or (b) Grantors shall fail promptly to observe or perform any covenant or agreement in this Agreement binding on Grantors, and such failure continues for a period of thirty (30) days after the earlier of (i) the date on which such failure shall first become known to or should have been known by any officer of Grantors or (ii) the date on which written notice thereof is given to Grantors by Purchaser; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and until such Event of Default is corrected, Purchaser may, at its option, take any or all of the following actions:

6.1 Purchaser may exercise any or all remedies available under the Note Purchase Agreement or the Note.

6.2 Purchaser may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks, subject to the Permitted Liens.

6.3 Purchaser may enforce the Patents and Trademarks and any licenses thereunder, and if Purchaser shall commence any suit for such enforcement, Grantors shall, at the request of Purchaser, do any and all lawful acts and execute any and all proper documents required by Purchaser in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Purchaser. A waiver signed by Purchaser shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Purchaser's rights or remedies. All rights and remedies of Purchaser shall be cumulative and may be exercised singularly or concurrently, at Purchaser's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantors or Purchaser under this Agreement shall be given in the manner and with the effect provided in the Note Purchase Agreement. Purchaser shall not be obligated to preserve any rights Grantors may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Grantors and Purchaser and their respective participants, successors and assigns and shall take effect when signed by Grantors and delivered to Purchaser, and Grantors waive notice of Purchaser's acceptance hereof. Purchaser may execute this Agreement if appropriate for the purpose of filing, but the failure of Purchaser to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A reproduction or electronic version of this Agreement or of any financing statement signed by Grantors shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Note..

8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

8.1 THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED

UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPALS.

8.2 GRANTORS HEREBY IRREVOCABLY CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN THE CITY AND COUNTY OF NEW YORK IN ANY LITIGATION OR OTHER PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE NOTE, THIS AGREEMENT, THE SECURITY AGREEMENT OR ANY OTHER DOCUMENT RELATED TO ANY OF THE FOREGOING; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE PURCHASER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND; PROVIDED, FURTHER, THAT NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE PURCHAER TO BRING PROCEEDINGS AGAINST GRANTORS IN THE COURTS OF ANY OTHER JURISDICTION.

8.3 GRANTORS IRREVOCABLY CONSENT TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK AT THE ADDRESS FOR NOTICES SPECIFIED ON THE SIGNATURE PAGE HERETO. GRANTORS HEREBY EXPRESSLY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT THEY MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO IN SECTION (10)(B)(ii) ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY GRANTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH GRANTOR HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THE NOTE. GRANTORS HEREBY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THAT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION 8 ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

8.4 PURCHASER AND GRANTORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER,

OR IN CONNECTION WITH, THE NOTE, THIS AGREEMENT, THE SECURITY AGREEMENT OR ANY OTHER DOCUMENT RELATED TO ANY OF THE FOREGOING. GRANTORS ACKNOWLEDGE AND AGREES THAT THEY HAVE RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PURCHASER ENTERING INTO SUCH DOCUMENTS.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

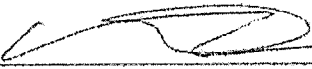
GRANTORS:

TEK SOLUTIONS, INC., as general partner
of ICE LINK CANADA LP

By: 

Address: 2800 715-5TH AVE S.W.
CALGARY, ALT T0P 2X6
Facsimile Number: (403) 299-9601

TEK SOLUTIONS, INC.

By: 

Name: D. WALMAN
(print)
Title: SECRETARY

PURCHASER:

REDDY ICE CORPORATION

By: _____

Name: _____
(print)

Title: _____

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

GRANTORS:

TEK SOLUTIONS, INC., as general partner
of ICE LINK CANADA LP

By: _____

Address:

Facsimile Number: (403) 299-9601

TEK SOLUTIONS, INC.

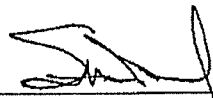
By: _____

Name: _____
(print)

Title: _____

PURCHASER:

REDDY ICE CORPORATION

By:  _____

Name: STEVEN J. JANUSEK
(print)

Title: CFO

EXHIBIT A
UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

Patent. No. / Publication and Serial No.	Issue Date / Publication Date	Record Owner
6,279,329	8/28/2001	Tek Solutions, Inc.
5,660,506	8/26/1997	Tek Solutions, Inc.
6,827,529	12/07/2004	Tek Solutions, Inc.
6,506,428	01/14/2003	Tek Solutions, Inc.
6,266,945	07/31/2001	Tek Solutions, Inc.
6,596,233	07/22/2003	Tek Solutions, Inc.
2012/0006846 12/803,997	01/12/2012	Tek Solutions, Inc.
13/317,078	--	Tek Solutions, Inc.

EXHIBIT B
UNITED STATES REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Registration No.	Registration Date	Owner
ICE LINK	2,478,419	August 14, 2001	Tek Solutions, Inc.