

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Scotsman Group LLC	12/12/2012
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	Mail Code: TX1-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	5477694
Patent Number:	5527470
Patent Number:	5582018
Patent Number:	5901561
Patent Number:	5937658
Patent Number:	5794452
Patent Number:	6321802
Patent Number:	6463746
Patent Number:	7017355
Patent Number:	7204091
Patent Number:	7980090
Application Number:	11975113
Application Number:	12288177
Application Number:	13315953

CORRESPONDENCE DATA**Fax Number:** 7043738822*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Phone:** 704-373-4640**Email:** bsmith@mcguirewoods.com**Correspondent Name:** Betty G. Smith, Senior Paralegal**Address Line 1:** McGuireWoods LLP, 201 N. Tryon St.**Address Line 2:** Suite 3000**Address Line 4:** Charlotte, NORTH CAROLINA 28202**ATTORNEY DOCKET NUMBER:**

4452178-3577

NAME OF SUBMITTER:

Betty G. Smith

Total Attachments: 4

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement"), dated as of December 12, 2012, by and between SCOTSMAN GROUP LLC, a Delaware limited liability company (the "Grantor"), and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties, is entered into in connection with that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Ali S.p.A., a corporation organized under the laws of Italy ("Parent"), Ali Group North America Corporation, a Delaware corporation (the "Company"), the Designated Borrowers from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.

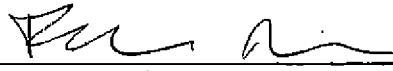
This Agreement is executed pursuant to the terms of that certain Pledge and Security Agreement, dated as of the date hereof, among the Grantor, the Company, certain other Subsidiaries of Parent from time to time party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, a continuing security interest in any and all right, title and interest of the Grantor in and to all Patents (other than Excluded Property) of the Grantor, whether now owned or existing or owned, acquired or arising hereafter, including, without limitation, the Patents described on Schedule 1 hereto.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

SCOTSMAN GROUP LLC, as Grantor

By: 
Name: Filippo Berti
Title: Vice President

Ali S.p.A.
Ali Group North America Corporation
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Signature Page

Acknowledged and accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Angelo M. Martorana
Title: Assistant Vice President

Ali S.p.A.
Ali Group North America Corporation
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Signature Page

Schedule 1

PATENTS

Patent / App No.	Status	Filing Date	Title
5477694	Issued 12/26/1995	5/18/1994	METHOD FOR CONTROLLING AN ICE MAKING MACHINE AND APPARATUS THEREFORE
5527470	Issued 6/18/1996	11/16/1994	WATER QUALITY MONITORING AND CONTROL SYSTEM FOR AN ICE MAKER
5582018	Issued 12/10/1996	8/30/1995	METHOD FOR PREVENTING FORMATION OF ICE SLUSH IN AN ICE MAKER
5901561	Issued 5/7/1999	6/12/1997	FAULT RESTART METHOD
5937658	Issued 8/17/1999	2/24/1998	APPARTUS AND METHOD FOR HEAD PRESSURE CONTROL VALVE DISABLING FOR AN ICEMAKER
5794452	Issued 8/18/1998	5/1/1997	HOT GAS BYPASS SYSTEM FOR AN ICEMAKER
6321802	Issued 11/27/2001	6/14/1999	ICE AND BEVERAGE DISPENSING APPARATUS
6463746	Issued 10/15/2002	9/27/2000	ICE PRODUCING MACHINE AND METHOD WITH GEAR MOTOR MONITORING
7017355	Issued 3/28/2006	3/5/2004	ICE MACHINE EVAPORATOR ASSEMBLIES WITH IMPROVED HEAT TRANSFER AND METHOD FOR MAKING SAME
7204091	Issued 4/17/2007	2/2/2005	MAINTENANCE AND CLEANING FOR AN ICE MACHINE
7980090	Issued 7/19/2011	7/28/2009	MACHINE FOR PRODUCING ICE
11/975,113	Not Yet Examined	10/17/2007	Method and system for regulating the operation of an icemaking machine based to optimize the run time based on variable power rates
12/288,177	Final Rejection 7/17/2012	10/17/2008	Machine for the production and distribution of ice particles
13/315,953	Not Yet Examined	12/9/2011	ARTICULATED CURTAINS FOR ICE MAKING MACHINES

[Scotsman Group LLC Patent Schedule]

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RECORDED: 01/04/2013

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REEL: 029572 FRAME: 0364