

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3501315

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
REDDY ICE CORPORATION	08/24/2015
RECEIVING PARTY DATA	
Name:	JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8863985
Application Number:	13899859
Application Number:	14227061
Patent Number:	6266945
Patent Number:	6279329
Patent Number:	6506428
Patent Number:	6596233
Patent Number:	6827529
Patent Number:	8833406
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	michael.barys@thomsonreuters.com
Correspondent Name:	ELAINE CARRERA, LEGAL ASSISTANT
Address Line 1:	80 PINE STREET
Address Line 2:	C/O CAHILL GORDON & REINDAL LLP
Address Line 4:	NEW YORK, NEW YORK 10005
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Michael Barys/

DATE SIGNED:	08/27/2015
Total Attachments: 6 source=Patent Supp 2ndlien#page1.tif source=Patent Supp 2ndlien#page2.tif source=Patent Supp 2ndlien#page3.tif source=Patent Supp 2ndlien#page4.tif source=Patent Supp 2ndlien#page5.tif source=Patent Supp 2ndlien#page6.tif	

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Reddy Ice Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 24, 2015

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Name: Jefferies Finance LLC, as Administrative Agent

Internal Address: _____

Street Address: 520 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10022

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

August 24, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Supplemental Patent Security Agreement

Supplemental Patent Security Agreement, dated as of August 24, 2015, by REDDY ICE CORPORATION (“Pledgor”) in favor of JEFFERIES FINANCE LLC, in its capacity as Second Lien Administrative Agent pursuant to the Second Lien Credit Agreement (in such capacity, the “Second Lien Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement dated as of May 1, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Second Lien Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Supplemental Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgor hereby agrees with the Second Lien Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Pledgor hereby pledges and grants to the Second Lien Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Patents and patent applications of such Pledgor listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Patent Security Agreement is granted in conjunction with the security interest granted to the Second Lien Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Second Lien Administrative Agent with respect to the security interest in the Patents 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. In the event that any provision of this Supplemental Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Junior Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Second Lien Administrative Agent

pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Administrative Agent hereunder are subject to the limitations and provisions of the Junior Lien Intercreditor Agreement. In the event of any conflict between the terms of the Junior Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Junior Lien Intercreditor Agreement shall govern and control.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Second Lien Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, Lien and security interest in the Patents under this Supplemental Patent Security Agreement.

SECTION 6. Counterparts. This Supplemental Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Supplemental Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature pages follow]

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

Very truly yours,

REDDY ICE CORPORATION

By: 

Name: STEVEN J. JANSOK
Title: CFO

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Second Lien Administrative Agent

By: _____
Name:
Title:

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


Very truly yours,

REDDY ICE CORPORATION

By: _____
Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Second Lien Administrative Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

SCHEDULE I
to
SUPPLEMENTAL PATENT SECURITY AGREEMENT
UNITED STATES PATENTS AND PATENT APPLICATIONS

Patents:

	Assignee	Patent Title	Serial No. Filing Date	Patent No. Issue Date
1.	Reddy Ice Corporation	Method and apparatus for volumetrically supplying ice to ice output systems	12803997 07/12/2010	8863985 10/21/2014
2.	Reddy Ice Corporation	Ice bagging system including auxiliary source of bags	13899859 05/22/2013	
3.	Reddy Ice Corporation	System and method for distributing and stacking bags of ice	14227061 03/27/2014	
4.	Reddy Ice Corporation	Ice supply system	09411457 10/01/1999	6266945 07/31/2001
5.	Reddy Ice Corporation	A flow director system	09549768 04/14/2000	6279329 08/28/2001
6.	Reddy Ice Corporation	Ozone cleaning and sanitation method and apparatus for ice and ice conveyance systems	09591804 06/12/2000	6506428 01/14/2003
7.	Reddy Ice Corporation	Automated sanitizing system for vacuum ice conveyance systems	09804285 03/12/2001	6596233 07/22/2003
8.	Reddy Ice Corporation	Vacuum pneumatic system for conveyance of ice	09364794 07/30/1999	6827529 12/07/2004
9.	Reddy Ice Corporation	Method and apparatus for an ice conveyance system	13317078 10/07/2011	8833406 09/16/2014