

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5917306

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the PATENT NO. 10189464 TO THE PATENT NO. 10189646 previously recorded on Reel 049649 Frame 0531. Assignor(s) hereby confirms the SECURITY INTEREST.
<b>RESUBMIT DOCUMENT ID:</b>	505571815

## CONVEYING PARTY DATA

Name	Execution Date
REDDY ICE LLC	07/01/2019

## RECEIVING PARTY DATA

<b>Name:</b>	ARES CAPITAL CORPORATION
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167

## PROPERTY NUMBERS Total: 26

Property Type	Number
Patent Number:	7426812
Patent Number:	7497062
Patent Number:	7849660
Patent Number:	8381534
Patent Number:	7810301
Patent Number:	8468784
Patent Number:	8132392
Patent Number:	8739557
Patent Number:	8763352
Patent Number:	9643742
Patent Number:	9688423
Patent Number:	8122689
Patent Number:	8800305
Patent Number:	8256195
Patent Number:	9428289
Patent Number:	9409726
Patent Number:	8234034
Patent Number:	9696082

PATENT

Property Type	Number
Patent Number:	9562711
Patent Number:	8935906
Patent Number:	10066862
Patent Number:	10160557
Patent Number:	10189646
Patent Number:	10093482
Application Number:	16054716
Application Number:	16136826

#### CORRESPONDENCE DATA

**Fax Number:** (212)969-2900

*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.*

**Phone:** 2112-969-3000

**Email:** ypan@proskauer.com

**Correspondent Name:** AL LUCIA

**Address Line 1:** PROSKAUER ROSE LLP

**Address Line 2:** ELEVEN TIMES SQUARE

**Address Line 4:** NEW YORK, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	11668-378
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<b>NAME OF SUBMITTER:</b>	AL LUCIA
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<b>SIGNATURE:</b>	/Al Lucia/
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<b>DATE SIGNED:</b>	01/17/2020
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#### Total Attachments: 8

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## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5600692

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Execution Date
REDDY ICE LLC	07/01/2019

## RECEIVING PARTY DATA

<b>Name:</b>	ARES CAPITAL CORPORATION
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167

## PROPERTY NUMBERS Total: 26

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Patent Number:	7497062
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Patent Number:	9428289
Patent Number:	9409726
Patent Number:	8234034
Patent Number:	9696082
Patent Number:	9562711
Patent Number:	8935906

PATENT

Property Type	Number
Patent Number:	10066862
Patent Number:	10160557
Patent Number:	10189464
Patent Number:	10093482
Application Number:	16054716
Application Number:	16136826

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Phone: 212-969-3000

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Correspondent Name: AL LUCIA

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Address Line 4: NEW YORK, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11668-378

NAME OF SUBMITTER: AL LUCIA

SIGNATURE: /AL LUCIA/

DATE SIGNED: 07/01/2019

#### Total Attachments: 6

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**GRANT OF**  
**SECURITY INTEREST IN PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “**Agreement**”), effective as of July 1, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of Ares Capital Corporation, a Maryland corporation (“**Ares**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “**Collateral Agent**”).

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among SCIH Ice Merger Sub, Inc., a Delaware corporation (to be merged with and into Reddy Ice Holdings, Inc., a Delaware corporation, to be further merged with and into Reddy Ice LLC, a Nevada limited liability company, with Reddy Ice LLC as the surviving entity), as the Borrower (the “**Borrower**”), SCIH Ice Holdings, Inc., a Delaware corporation, as Holdings (“**Holdings**”), effective upon consummation of the Merger, the Restricted Subsidiaries of the Borrower signatory thereto as guarantors or hereafter designated as Guarantors pursuant to Section 9.10 therein, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), Ares, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and as Collateral Agent (together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of July 1, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those issued or applied for Patents listed on Schedule A hereto (collectively, the "**Patent Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. This Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

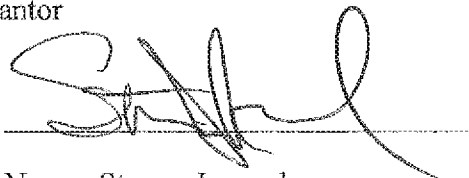
SECTION 7. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

REDDY ICE LLC,  
a Nevada limited liability company,  
as a Grantor

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'S. Janusek', written over a horizontal line.

Name: Steven Janusek

Title: Executive Vice President, Chief  
Financial Officer and Treasurer

**ARES CAPITAL CORPORATION**, as  
Collateral Agent

By:  \_\_\_\_\_

Name: scott Lem

Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Patent Rights]

**PATENT**  
**REEL: 059652 FRAME: 0356**



## SCHEDULE A

### U.S. Patents and Applications

Title / Subject Matter	Application No. Filing Date	Patent No. Grant Date	Status	Registered Owner or Applicant
Ice Bagging Apparatus  Drawer-With-Lid Design (Method Claims)	11/371,300 March 9, 2006	7,426,812 September 23, 2008	Granted	Reddy Ice LLC
Ice Bagging Apparatus  Drawer-With-Lid Design (Apparatus Claims)	11/931,324 October 31, 2007	7,497,062 March 3, 2009	Granted	Reddy Ice LLC
Ice Bagging System and Method  Compartment Design	11/837,320 August 10, 2007	7,849,660 December 14, 2010	Granted	Reddy Ice LLC
Ice Distribution System and Method  System and method for distributing bags of ice within merchandiser.	12/130,946 May 30, 2008	8,381,534 February 26, 2013	Granted	Reddy Ice LLC
Ice Bagging Apparatus  Drawer-With-Lid Design (Method Claims)	12/356,410 January 20, 2009	7,810,301 October 12, 2010	Granted	Reddy Ice LLC
Ice Bagging System with Auxiliary Source of Bags  Dual Bag Feed System Developments	12/856,451 August 13, 2010	8,468,784 June 25, 2013	Granted	Reddy Ice LLC
Ice Bagging Apparatus  Drawer-With-Lid Design (Means-Plus-Function Claims)	12/876,748 September 7, 2010	8,132,392 March 13, 2012	Granted	Reddy Ice LLC
System and Method for Distributing and Stacking Bags of Ice  Ice Distribution System Developments	12/914,681 October 28, 2010	8,739,557 June 3, 2014	Granted	Reddy Ice LLC
Ice Bagging System and Method  Compartment Design	12/941,742 November 8, 2010	8,763,352 July 1, 2014	Granted	Reddy Ice LLC
Ice Distribution System and Method	13/751,227 January 28, 2013	9,643,742 May 9, 2017	Granted	Reddy Ice LLC
System and Method for Distributing and Stacking Bags of Ice	14/227,061 March 27, 2014	9,688,423 June 27, 2017	Granted	Reddy Ice LLC

<b>Title / Subject Matter</b>	<b>Application No. Filing Date</b>	<b>Patent No. Grant Date</b>	<b>Status</b>	<b>Registered Owner or Applicant</b>
Method and apparatus for producing, bagging and dispensing ice	12/580,146 October 15, 2009	8,122,689 February 28, 2012	<b>Granted</b>	Reddy Ice LLC
Retrofit Ice Making And Bagging Apparatus And Retrofit Method Of Installation On Aisle Freezer	12/847,898 July 30, 2010	8,800,305 August 12, 2014	<b>Granted</b>	Reddy Ice LLC
Ice bagging apparatus	12/583,652 August 24, 2009	8,256,195 September 4, 2012	<b>Granted</b>	Reddy Ice LLC
Method and apparatus for making medium-filled packages	12/449,132 August 28, 2009	9,428,289 August 30, 2016	<b>Granted</b>	Reddy Ice LLC
Method and Apparatus for Distributing Articles in A Storage Compartment	12/885,240 September 17, 2010	9,409,726 August 9, 2016	<b>Granted</b>	Reddy Ice LLC
Method And Apparatus For Distributing And Storing Serially Produced Articles In Multiple Storage Units	13/564,999 August 2, 2012	8,534,034 September 17, 2013	<b>Granted</b>	Reddy Ice LLC
Method And Apparatus For Distributing And Storing Serially Produced Articles In Multiple Storage Units	13/970,418 August 19, 2013	9,696,082 July 4, 2017	<b>Granted</b>	Reddy Ice LLC
Method And Apparatus For Storing And Dispensing Bagged Ice	13/739,391 January 11, 2013	9,562,711 February 7, 2017	<b>Granted</b>	Reddy Ice LLC
Method And Apparatus For Distributing Articles In A Storage Compartment	12/578,482 October 13, 2009	8,935,906 January 20, 2015	<b>Granted</b>	Reddy Ice LLC
Ice Distribution System and Method	15/477,340 April 3, 2017	10,066,862 September 4, 2018	<b>Granted</b>	Reddy Ice LLC
Ice Bagging System Including Auxiliary Source of Bags	13/899,859 May 22, 2013	10,160,557 December 25, 2018	<b>Granted</b>	Reddy Ice LLC
Method and Apparatus for Distributing Articles in A Storage Compartment	15/201,895 July 5, 2016	10,189,464 January 29, 2019	<b>Granted</b>	Reddy Ice LLC
Method And Apparatus For Storing And Dispensing Bagged Ice	14/760,180 July 9, 2015	10,093,482 October 9, 2018	<b>Granted</b>	Reddy Ice LLC
Ice Distribution System and Method	16/054716 August 3, 2018	N/A	<b>Pending</b>	Reddy Ice LLC
Method and Apparatus For Storing And Dispensing Bagged Ice	16/136826 September 20, 2018	N/A	<b>Pending</b>	Reddy Ice LLC