

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ICE HOUSE AMERICA, L.L.C.	01/12/2024
RECEIVING PARTY DATA	
Name:	BARINGS FINANCE LLC, AS AGENT
Street Address:	300 SOUTH TRYON STREET
Internal Address:	SUITE 2500
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6932124
Patent Number:	7735527
Patent Number:	8245488
Patent Number:	10161664
Patent Number:	11125485
Patent Number:	11391502
Application Number:	17840692
Application Number:	17742760
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<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>	
Phone:	2122946635
Email:	dkumar@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - BECKY L. TROUTMAN
Address Line 1:	101 CALIFORNIA STREET
Address Line 2:	35TH FLOOR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-5840
ATTORNEY DOCKET NUMBER:	14044.202 PSA IHA/BARING
NAME OF SUBMITTER:	BECKY L. TROUTMAN

PATENT

SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	02/01/2024
Total Attachments: 5 source=IHA - Patent Security Agreement (Executed)_(19492371)_(1)#page1.tif source=IHA - Patent Security Agreement (Executed)_(19492371)_(1)#page2.tif source=IHA - Patent Security Agreement (Executed)_(19492371)_(1)#page3.tif source=IHA - Patent Security Agreement (Executed)_(19492371)_(1)#page4.tif source=IHA - Patent Security Agreement (Executed)_(19492371)_(1)#page5.tif	

PATENT SECURITY AGREEMENT

January 12, 2024

This Patent Security Agreement (this “Agreement”), dated as of January 12, 2024 is made by ICE HOUSE AMERICA, L.L.C., a Florida limited liability company (“Grantor”), in favor of BARINGS FINANCE LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of January 12, 2024, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

- (a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by 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 Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral 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 Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

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

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Remainder of Page Intentionally Left Blank; Signature Pages to 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.

ICE HOUSE AMERICA, L.L.C.,
as Grantor

By: 
Name: Mark Mueller
Title: Chief Financial Officer

BARINGS FINANCE LLC,
as Agent

By: _____
Name: _____
Title: _____

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.

ICE HOUSE AMERICA, L.L.C.,
as Grantor

By: _____
Name: Mark Mueller
Title: Chief Financial Officer

BARINGS FINANCE LLC,
as Agent

By:  _____
Name: Mark Hindson
Title: Managing Director

**SCHEDULE 1
TO
PATENT SECURITY AGREEMENT**

Patents and Patent Applications:

Owner	Title	Country	Application #	Filed Date	Patent #	Issue Date	Status
Ice House America, L.L.C.	Automated Ice Bagging Apparatus And Methods	US	10/715,563	11/19/2003	6,932,124	08/23/2005	ISSUED
Ice House America, L.L.C.	Automated Ice Delivery Apparatus And Methods	US	11/411,834	04/27/2006	7,735,527	06/15/2010	ISSUED
Ice House America, L.L.C.	Automated Ice Delivery Apparatus And Methods	US	12/767,903	04/27/2010	8,245,488	08/21/2012	ISSUED
Ice House America, L.L.C.	Ice Vending Machine	US	14/841,895	09/01/15	10,161,664	12/25/18	ISSUED
Ice House America, L.L.C.	Ice Vending Machine	US	16/188,132	11/12/18	11,125,485	09/21/21	ISSUED
Ice House America, L.L.C.	Inline Vending Unit	US	16/547,525	08/21/19	11,391,502	07/19/22	ISSUED
Ice House America, L.L.C.	Inline Vending Unit	US	17/840,692	06/15/2022	N/A	N/A	PENDING
Ice House America, L.L.C.	Combination Bagger	US	17/742,760	05/12/2022	N/A	N/A	PENDING