

12-05-2000



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NRB 12-5-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

12-5-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/06/2000 DNGUYEN 00000005 1699285

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Linda R. Kastner

Name of Person Signing

Signature

12/1/00

Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, PACKAGED ICE IP, INC., a Nevada corporation ("Grantor"), owns the Trademarks (as defined in the Security Agreement defined below), Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Packaged Ice, Inc., a Texas corporation ("Borrower") has entered into that certain Amended and Restated Credit Agreement of even date herewith (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement") with Bank of America, N.A., as agent (successor agent to Antares Capital Corporation f/k/a Antares Leveraged Capital Corp.; the "Agent") for the benefit of all lenders and individually as a lender (together with all other "Lenders" thereunder as defined therein, the "Lenders"), Antares Capital Corporation, as co-agent, and the other Lenders parties thereto, providing for the Lenders to make available to the Borrower certain term and revolving credit facilities on the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of a Guaranty dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), by Grantor and certain other subsidiaries of Borrower in favor of Agent and the Lenders, Grantor has guaranteed the "Obligations" (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, certain other subsidiaries of Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license;

but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 21 day of November, 2000.

PACKAGED ICE IP, INC.,
a Nevada corporation

By: [Signature]
Its: C.F.O.

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: [Signature]
Name: DAN LANE
Title: SVP

SCHEDULE I

Trademarks

Country/State	Mark	Serial No.	Filing Date	Registration No.
<i>U.S. FEDERAL TRADEMARKS</i>				
United States	ABAGA ICE (plus design)	74/187,357	07/19/91	1,699,285
United States	CASSCO	75/500,324	09/20/84	1,354,530
United States	CITY ICE	73/741,993	07/25/88	1,533,504
United States	MIDSOUTH ICE	73/194,880	11/28/78	1,143,584
United States	MIDSOUTH ICE (and Design)	73/194,881	11/28/78	1,161,190
United States	PREMIUM ICE	73/750,071	09/06/88	1,574,073
United States	SPARKLE	73/548,667	07/18/85	1,421,317
United States	SPORTSMAN'S ICE	74/675,139	05/16/95	1,989,784
United States	THE ICE FACTORY	73/368,493	06/07/82	1,242,718
<i>STATE TRADEMARKS</i>				
Alabama	WATKOPIE SPRINGS SINCE 1830 (plus design)	N/A	08/29/90	104,687
Arkansas	ABAGA ICE CLEAR CLEAN PURE (plus Design)	N/A	03/20/91	54-91
Louisiana	SCIANNA'S PARTY ICE	N/A	02/26/98	554,023
Louisiana	ARTESIAN ICE	N/A	02/26/98	554,024
Louisiana	LAKE ICE SERVICE	N/A	08/12/98	560,321
<i>STATE TRADEMARKS (cont'd)</i>				
Maryland	CASSCO ICE (and Design)	N/A	06/09/80	1990-7199

Country/State	Mark	Serial No.	Filing Date	Registration No.
Pennsylvania	CASSCO ICE	N/A	06/08/70	776,558
West Virginia	CASSCO ICE (and Design)	N/A	05/28/70	1,002,042

COMMON LAW MARKS

Sparkle Ice
 The Ice Man
 Atlantic Ice Company of Florida, Inc.
 All American Ice, Inc.
 Glacier Ice, Inc.
 Ice Cubes Limited
 Sparkle Ice Corporation
 Reddy Ice Corporation
 Reddy Ice
 Reddy
 Sparkle
 Fun Time Ice
 Atlantic Ice
 Polar Party-Pak
 Strawberry Festival
 Mountain Ice
 Artesian Ice
 Blue Star Ice
 New Smyrna Ice