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Form PTO-1594 (Rev. 03/01)

FINANCE SECTION RECORDS TRADEMARKS



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DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Super Cool Cold Storage, Inc. **10-402**  
 502 East Bridgers Avenue  
 Auburndale, FL 33823

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Florida  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Bank of America, N.A., as Collateral Agent  
 Internal  
 Address: \_\_\_\_\_

Street Address: 400 North Ashley Street, 13th Floor  
 City: Tampa State: FL Zip: 33601

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Security Agreement Supplement

Execution Date: July 19, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 78,065,260  
 B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 01

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Steven D. Thomas  
 Internal Address: Moore & Van Allen, PLLC  
 \_\_\_\_\_  
 \_\_\_\_\_

Street Address: 2200 West Main Street  
Suite 800

City: Durham State: NC Zip: 27705

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-2316

DO NOT USE THIS SPACE

9. Signature.

Steven D. Thomas  
Name of Person Signing

*Steven D. Thomas*  
Signature

October 8, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 04

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

10/10/2002 TDIAZ1 00000167 78065260  
01 FC:461 40.00 DP

# INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "Supplement"), dated as of July 19, 2002 is made by and between **SUPER COOL COLD STORAGE, INC.**, a Florida corporation (the "Grantor"), and **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States, as Collateral Agent (the "Collateral Agent"), for the Secured Parties. All capitalized terms used but not otherwise defined herein shall have the respective meanings thereto assigned (whether specifically or by reference to another document) in the IP Security Agreement (as defined below).

**WHEREAS**, the Grantor is required under the terms of (a) that certain Amended and Restated Intellectual Property Security Agreement dated as of July 19, 2002 by the Grantor in favor of the Collateral Agent for the benefit of the Secured Parties (as from time to time amended, revised, modified, supplemented, or amended and restated, the "IP Security Agreement") and (b) the other Restructure Documents to cause certain intellectual property owned by it and listed on Schedules I, II, III and IV to this Supplement (the "Additional Collateral") to become subject to the IP Security Agreement; and

**WHEREAS**, a material part of the consideration given in connection with and as an inducement to the execution by the Collateral Agent and other Secured Parties of the Restructure Documents was the obligation of the Grantor to grant a security interest in the Additional Collateral to the Collateral Agent for the benefit of the Secured Parties, whether then owned and not required to be subject to a pledge or subsequently acquired or created; and

**WHEREAS**, the Secured Parties have required the Grantor to grant to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional Collateral in accordance with the terms of the IP Security Agreement and the other Restructure Documents;

**NOW, THEREFORE**, the Grantor hereby agrees as follows with the Collateral Agent, for the benefit of the Secured Parties:

1. The Grantor hereby affirms and acknowledges the grant of security interest in the Additional Collateral contained in the IP Security Agreement and hereby grants to the Collateral Agent for the benefit of the Secured Parties a first priority lien and security interest in the Additional Collateral listed on Schedules I, II, III and IV and all proceeds thereof.

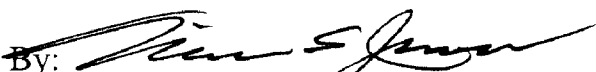
2. The Grantor hereby acknowledges, agrees and confirms that, by its execution of this Supplement, the Additional Collateral constitute "Collateral" under and is subject to the IP Security Agreement. Each of the representations and warranties with respect to Collateral contained in the IP Security Agreement is hereby made by the Grantor with respect to the Additional Collateral. Revised Schedules I, II, III and IV to the IP Security Agreement reflecting the Additional Collateral are being delivered herewith to the Collateral Agent.

**TRADEMARK**

**REEL: 002597 FRAME: 0554**


**IN WITNESS WHEREOF**, the Grantor has caused this Supplement to be duly executed by its authorized officer as of the day and year first above written.

SUPER COOL COLD STORAGE, INC.,  
a Florida corporation

By:   
Name: Milton E. Jacobs  
Title: Secretary & Treasurer

Acknowledged and accepted:

BANK OF AMERICA, N.A.,  
as Collateral Agent for the Secured Parties

By:   
Name: Lisa Marshall  
Title: Senior Vice President

**SCHEDULE II**

**Trademarks and Trademark Applications**

**Pending Application**

Mark	Serial No.	Filing Date
SC SUPER COOL COLD STORAGE and Design	78-065,260	5/23/01