

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Igloo Products Corp.		10/23/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	55 South Lake Ave., Suite 900
Internal Address:	Attn: Portfolio Manager
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 104

Property Type	Number	Word Mark
Registration Number:	718413	IGLOO
Registration Number:	961185	IGLOO
Registration Number:	1127892	PLAYMATE
Registration Number:	1127893	LITTLE PLAYMATE
Registration Number:	1241206	
Registration Number:	1350701	THE BOSS
Registration Number:	1409468	SADDLE-PACK
Registration Number:	1450870	ULTRATHERM
Registration Number:	1479670	SURELOCK 95
Registration Number:	1537071	IGLOO ICE
Registration Number:	1650184	SQUIGGY
Registration Number:	1660870	TAG-ALONG
Registration Number:	1670290	LUNCHMATE PLUS

CH \$2615.00 718413

Registration Number:	1818989	MINIMATE
Registration Number:	1859177	FOREST FRIENDLY
Registration Number:	1867663	FOREST FRIENDLY
Registration Number:	1881030	KOOL MATE
Registration Number:	1916340	KOOL PARTS
Registration Number:	1919539	KOOL CRUISER
Registration Number:	1919808	IGLOO
Registration Number:	1922100	IGLOO
Registration Number:	2046162	SPORT 90
Registration Number:	2049282	MARINE ROLLER
Registration Number:	2049284	QUICK & COOL
Registration Number:	2049285	POLAR ROLLER
Registration Number:	2052861	KOOL SIPPER
Registration Number:	2052862	KOOL KIT
Registration Number:	2052863	KOOL KASE
Registration Number:	2052864	WHEELIE COOL
Registration Number:	2052865	SIX-PACKER
Registration Number:	2067166	THE ELECTRIC IGLOO
Registration Number:	2079590	S'COOL MATE
Registration Number:	2104277	PLAYMATE ELITE
Registration Number:	2110515	IGLOO
Registration Number:	2181155	IT'S FOR KEEPS
Registration Number:	2192155	TWO COOL
Registration Number:	2235900	BIG SIPPER
Registration Number:	2236794	EQUIPMENT MANAGER
Registration Number:	2236793	POLAR PEAR
Registration Number:	2255376	PLENTIKOOL
Registration Number:	2268651	IT'S FOR KEEPS!
Registration Number:	2293606	SPORT ROLLER
Registration Number:	2321837	ULTRACOLD
Registration Number:	2321858	BUILT FOR THE REAL WORLD
Registration Number:	2322983	LEGEND LITE
Registration Number:	2325308	COOL POUCH DELUXE
Registration Number:	2329437	ADAPT-A-COOL
Registration Number:	2329439	WAYCOOL

Registration Number:	2330016	WORKS HARD. PLAYS HARD.
Registration Number:	2330833	MUNCHMATE ULTRA
Registration Number:	2330873	LUNCH & MUNCH
Registration Number:	2334346	MUNCHMATE ULTRA PLUS
Registration Number:	2342268	ICEBOX DELUXE
Registration Number:	2349317	COOL & STORE
Registration Number:	2360878	COOL POUCH
Registration Number:	2376499	PACK & COOL
Registration Number:	2390612	THE COMPACT REFRIGERATOR WITH THE SUPERIOR INTERIOR
Registration Number:	2390765	COOL SACK DELUXE
Registration Number:	2394601	POLAR PAL
Registration Number:	2395145	TRANSCOOL
Registration Number:	2397194	SOFTMATE
Registration Number:	2397212	FITNESSMATE
Registration Number:	2400576	LUNCH TIME
Registration Number:	2402470	LUNCH BREAK
Registration Number:	2402471	LUNCH & STORE PLUS
Registration Number:	2417954	LUNCH EXPRESS
Registration Number:	2429259	SOFTMATE DELUXE
Registration Number:	2435586	OUT TO LUNCH
Registration Number:	2466009	LUNCH & STORE
Registration Number:	2494254	LITTLE LUNCHMATE
Registration Number:	2496066	IGGIES
Registration Number:	2496067	LITTLE PLAYMATE ELITE
Registration Number:	2494255	IGGY
Registration Number:	2513831	IGLOO 2GO
Registration Number:	2705934	CARGO
Registration Number:	2715231	COOL ROLLER
Registration Number:	2753612	HAUL ICE
Registration Number:	2603567	IGLOO STEALTH
Registration Number:	2725731	MESSENGER LUNCH
Registration Number:	2732747	PARTY BARREL
Serial Number:	76570576	CHILLYPOP
Serial Number:	76570578	CHILLYWRAP

Serial Number:	76570579	COLLAPSE & COOL
Serial Number:	76410366	COASTMATE
Serial Number:	76570580	CONTOUR
Serial Number:	76105505	COOL CARGO
Serial Number:	75454635	COOL PACK 'N PULL
Serial Number:	75455980	COOL PACK & SACK
Serial Number:	76105509	DUFFEL COOL
Serial Number:	76570581	HANDY KOOL
Serial Number:	76570582	IGLOO
Serial Number:	76570583	IGLOO
Serial Number:	76269864	IGLOO ICE-O-TONIC
Serial Number:	76570585	KOOL KAR MATE
Serial Number:	76411710	MAXCOLD
Serial Number:	76570586	MOBILE MATE
Serial Number:	76570584	MORE THAN COOL
Serial Number:	76570588	MORE THAN COOL
Serial Number:	76570587	PLAYMATE MINI
Serial Number:	76570589	PLAYMATE PAL
Serial Number:	76105511	POLAR MATE
Serial Number:	76570577	POP ART
Serial Number:	76570590	TRANSFORMER
Serial Number:	76570591	TWICE AS COOL

**CORRESPONDENCE DATA**

Fax Number: (213)443-2926  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213-617-5493  
Email: jcravitz@sheppardmullin.com  
Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP  
Address Line 1: 333 S. Hope St., 48th Floor  
Address Line 2: Attn: J. Cravitz  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	067Z-083104
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/

Date:

03/15/2007

**Total Attachments: 43**

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## REAFFIRMATION OF LOAN DOCUMENTS

This REAFFIRMATION OF LOAN DOCUMENTS ("Reaffirmation") dated as of May 4, 2006, is executed by I PRODUCTS CORPORATION, a Delaware corporation ("Acquisition Holdings") and IGLOO PRODUCTS CORP., a Delaware corporation ("Borrower") in favor of Bank of America, N.A. ("Bank of America"), as Agent ("Agent") for the benefit of the Lenders that are party to the Loan Agreement referred to below, with reference to the following facts.

### RECITALS

Reference is made to the following facts:

A. Borrower entered into that certain Loan and Security Agreement dated as of October 23, 2001 (as amended, restated, extended, supplemented or otherwise modified, the "Prior Loan Agreement"), by and among Borrower, the lenders party thereto (collectively, the "Prior Lenders"), and Bank of America (as successor in interest to Fleet Capital Corporation), as agent (the "Prior Agent").

B. In connection with the Prior Loan Agreement, Borrower entered into that certain Trademark and Patent Security Agreement dated as of October 23, 2001 (as amended, restated, extended, supplemented or otherwise modified, the "Trademark and Patent Security Agreement"), by and between Borrower and the Prior Agent.

C. Also in connection with the Prior Loan Agreement, Acquisition Holdings entered into (a) that certain Continuing Guaranty (as amended, restated, extended, supplemented or otherwise modified, the "Guaranty") and (b) that certain Pledge Agreement (as amended, restated, extended, supplemented or otherwise modified, the "Pledge Agreement") each dated as of October 23, 2001, in favor of the Prior Agent.

D. Borrower entered into an Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated, extended, supplemented or otherwise modified, the "Loan Agreement"), by and among Borrower, the lenders party thereto (collectively, the "Lenders") and Agent, pursuant to which the Prior Loan Agreement was amended and restated in its entirety. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement.

E. As a condition to the availability of the credit facilities under the Credit Agreement, Acquisition Holdings and Borrower are required to enter into this Reaffirmation and to reaffirm their obligations under the Loan Documents referred to herein.

NOW THEREFORE, the parties hereto hereby agree as follows:

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto hereby agree as follows:

1. Consent Provisions. In order to induce the Lenders to agree to enter into the Loan Agreement, Acquisition Holdings (a) acknowledges receipt of a copy of the Loan Agreement and (b) consents to Borrower entering into the Loan Agreement and all of the other documents, instruments and agreements now or hereafter executed in connection therewith.

2. Guaranty Reaffirmation Provisions. Acquisition Holdings agrees that (a) the term "Guarantied Obligations" contained in the Guaranty shall be deemed to include, without limitation, Borrower's Obligations under the Loan Agreement, (b) all references to the Loan Agreement contained in the Guaranty shall be deemed to include the Loan Agreement, (c) the guarantees contained in the Guaranty shall be for the benefit of the Lenders and Agent and (d) nothing contained in the Loan Agreement, or in any other document, instrument or agreement executed in connection therewith, shall serve to diminish, alter, amend or affect in any way Acquisition Holdings' obligations under the Guaranty. Acquisition Holdings expressly and knowingly reaffirms its liability under the Guaranty and acknowledges that it has no defense, offset or counterclaim against the Lenders with respect to the Guaranty.

3. Pledge Agreement Reaffirmation Provisions. Acquisition Holdings agrees that (a) all references to the Loan Agreement contained in the Pledge Agreement shall be deemed to include the Loan Agreement, (b) the Liens granted pursuant to the Pledge Agreement shall be for the benefit of the Lenders and Agent and (c) nothing contained in the Loan Agreement, or in any other document, instrument or agreement executed in connection therewith, shall serve to diminish, alter, amend or affect in any way Acquisition Holdings' obligations under the Pledge Agreement. Acquisition Holdings expressly and knowingly reaffirms its liability under the Pledge Agreement and acknowledges that it has no defense, offset or counterclaim against the Lenders with respect to the Pledge Agreement.

4. Trademark and Patent Security Agreement Reaffirmation Provisions. Borrower agrees that (a) all references to the Loan Agreement contained in the Trademark and Patent Security Agreement shall be deemed to include the Loan Agreement, (b) the Liens granted pursuant to the Trademark and Patent Security Agreement shall be for the benefit of the Lenders and Agent and (c) nothing contained in the Loan Agreement, or in any other document, instrument or agreement executed in connection therewith, shall serve to diminish, alter, amend or affect in any way Borrower's obligations under the Trademark and Patent Security Agreement. Borrower expressly and knowingly reaffirms its liability under the Trademark and Patent Security Agreement and acknowledges that it has no defense, offset or counterclaim against the Lenders with respect to the Trademark and Patent Security Agreement.

5. Miscellaneous.

(a) Each of Acquisition Holdings and Borrower acknowledges that (i) neither the Lenders nor the Agent have any obligation to inform Acquisition Holdings of the particulars of any present or future modification or amendment to the credit facilities provided by the Lenders to Borrower, (ii) the validity and enforceability of the Guaranty, the Pledge Agreement and the Trademark and Patent Security Agreement shall not be impaired by any such present or future modification or amendment, (iii) the execution of this Reaffirmation is not necessary for the continued validity and enforceability of the Guaranty, Pledge Agreement, and the Trademark and Patent

Security Agreement and (iv) Acquisition Holdings has established a satisfactory means by which the Borrower keeps such Acquisition Holdings informed with respect to any modification or amendment to the credit facilities provided by the Lenders to Borrower.

(b) Each of Acquisition Holdings and Borrower agrees except as expressly provided in this Reaffirmation or in any other document, instrument or agreement executed by Agent on behalf of the Lenders, all provisions of the Guaranty, Pledge Agreement and the Trademark and Patent Security Agreement remain in full force and effect, without waiver or modification and Lenders shall continue to have all its rights, privileges and remedies thereunder.

(c) Each of Acquisition Holdings and Borrower acknowledges that such party has read, consulted with such Loan Party's attorneys regarding, and understands this Reaffirmation and the Loan Agreement.

[signature page follows]



IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have caused this Reaffirmation to be executed as of the date first set forth above.

"Borrower"

IGLOO PRODUCTS CORP.,  
a Delaware corporation

By: 

Name: DAN E. MALONE

Title: VICE PRESIDENT

"Acquisition Holdings"

I PRODUCTS CORPORATION,  
a Delaware corporation

By: 

Name: DAN E. MALONE

Title: VICE PRESIDENT

ACKNOWLEDGED AND AGREED:

"Agent"

BANK OF AMERICA, N.A.  
as Agent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have caused this Reaffirmation to be executed as of the date first set forth above.

"Borrower"

IGLOO PRODUCTS CORP.,  
a Delaware corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Acquisition Holdings"

I PRODUCTS CORPORATION,  
a Delaware corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

"Agent"

BANK OF AMERICA, N.A.  
as Agent

By: 

Name: Blair K. Medler

Title: VP

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement"), dated as of October 23, 2001, is entered into by and between Igloo Products Corp., a Delaware corporation ("Debtor"), and FLEET CAPITAL CORPORATION, a Rhode Island corporation, in its capacity as agent for the Lenders referred to below ("Secured Party"), having an office at 15260 Ventura Boulevard, Suite 400, Sherman Oaks, California 91403, with reference to the following facts:

RECITALS

A. The lenders party thereto (collectively, the "Lenders") and Secured Party, as agent for the Lenders, have entered into financing arrangements with Debtor (the successor by merger to I Products, LLC), pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") (the Loan Agreement, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are referred to herein collectively as the "Loan Documents").

B. Pursuant to the Loan Agreement, Debtor has agreed to grant to Secured Party a security interest in its trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto, and the patents and applications therefor described in Schedule B annexed hereto and made a part hereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor and Secured Party agree as follows:

1. SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in:

A. All of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (collectively, the "Trademarks");

B. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

C. All of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any patents, whether foreign or domestic; all

applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "Patents"); and

D. Any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks, Patents or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

Notwithstanding the foregoing, in no event shall the Collateral include any Property excluded pursuant to the last paragraph of Section 5.1 of the Loan Agreement.

## 2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of the "Obligations" as defined in the Loan Agreement (all the foregoing hereinafter referred to as the "Obligations").

## 3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. Subject to any exceptions or qualifications as set forth in Section 7.1.16 of the Loan Agreement, all of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Liens (as defined in the Loan Agreement).

B. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto (other than licenses in the ordinary course of business to customers of Debtor), except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party except as permitted by the Loan Agreement.

C. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the

Collateral. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office and shall pay any associated filing fees.

D. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

E. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from the Lenders, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

F. As of the date hereof, Debtor does not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

G. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark or Patent.

H. Debtor has not abandoned any of the Trademarks or Patents material to the conduct of the business and Debtor will not do any act, nor omit to do any act, whereby such Trademarks or Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any such application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Debtor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country as are necessary to maintain such application and registration of the Trademarks or Patents material to the conduct of the business as Debtor's exclusive property and to protect Secured Party's interest therein,

including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use by any person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall take such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks or Patents material to the conduct of the business.

K. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor hereby grants to Secured Party the right to visit Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Loan Agreement.

#### 4. RIGHTS AND REMEDIES

Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder or under the Loan Agreement and except as otherwise provided by applicable law.

A. Secured Party may make use of any Trademarks or Patents for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3E hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence and during the continuance of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

## 5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight

delivery service, one day after dispatch; and if mailed by first class or certified mail, three days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: c/o HBI Financial, Inc.  
949 South Coast Drive, Suite 650  
Costa Mesa, California 92626  
Attention: Michel Glouchevitch  
Facsimile No.: (714) 481-5166

O'Melveny & Myers, LLP  
400 South Hope Street  
Los Angeles, CA 90071  
Attention: Thomas Baxter  
Facsimile: (213) 430-6407

If to Secured Party: FLEET CAPITAL CORPORATION  
15260 Ventura Boulevard, Suite 400  
Sherman Oaks, California 91403  
Attn: Loan Administration Manager  
Facsimile (818) 382-4291

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

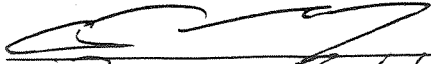
F. The security interest granted to Secured Party shall terminate upon termination of the Loan Agreement and payment in full to the Lenders of all Obligations thereunder as provided in the Loan Agreement.



IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

IGLOO PRODUCTS CORP.,  
a Delaware corporation

By:   
Name: Richard Carlaby  
Title: Vice President and Secretary

SECURED PARTY:

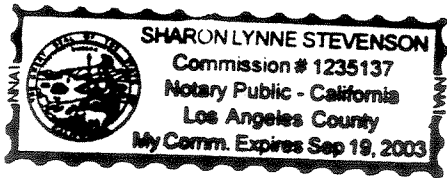
FLEET CAPITAL CORPORATION,  
a Rhode Island corporation,  
as Agent for the Lenders

By: Mark D Newlun  
Name: MARK D NEWLUN  
Title: SVP.

State of California )  
County of Los Angeles )

On October 22, 2001 before me, Sharon Lynne Stevenson, Notary Public, personally appeared Richard Goolsby,  
\_\_\_\_\_ personally known to me or \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Sharon Lynne Stevenson

State of California )  
County of Los Angeles )

On October 22, 2001 before me, Sharon Lynne Stevenson, Notary Public, personally appeared Mark D. Newhun,  
\_\_\_\_\_ personally known to me or  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Sharon Lynne Stevenson

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES        )        ss.:

KNOW ALL MEN BY THESE PRESENTS, that IGLOO PRODUCTS CORP. (hereinafter "Debtor") hereby appoints and constitutes FLEET CAPITAL CORPORATION ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any trademarks or patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.


2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement between Debtor and Secured Party of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of October \_\_\_, 2001.

DEBTOR:

IGLOO PRODUCTS CORP.,  
a Delaware corporation

By: 

Title: vice President and Secretary

SCHEDULE A  
to  
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks / Service Marks

Attached Hereto

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
<b><u>Federal Registrations</u></b>				
<b>IGLOO<sup>1</sup></b>	718,413	07/18/61	07/18/2011	21-Insulated water coolers
<b>IGLOO<sup>2</sup></b>	961,185	06/19/73	06/19/2013	21-Insulated water coolers, beverage coolers, picnic chests and ice chests
<b>PLAYMATE</b>	1,127,892	12/18/79	12/18/2009	21-Portable ice and/or food containers
<b>LITTLE PLAYMATE</b>	1,127,893	12/18/79	12/18/2009	21-Portable ice and/or food containers
<b>PLAYMATE Design<sup>3</sup></b>	1,241,206	06/07/83	06/07/2013	21-Portable ice and/or food containers
<b>THE BOSS</b>	1,350,701	07/23/85	07/23/2005	21-Beverage coolers
<b>SADDLE-PACK</b>	1,409,468	09/16/86	09/16/2006	21-Covers with

<sup>1</sup> Pursuant to an agreement between Igloo Products Corp. and Ashland Oil, Inc., effective October 1, 1989, Igloo may not use or register anywhere in the word **IGLOO** for goods or services in the Automotive Area (automotive fluids (e.g., washer fluid, brake fluid, transmission fluid, fuel additives, etc.); products intended for use in cleaning, maintaining, or preventing rust on automotive surfaces, finishes, or upholstery; goods or services intended for use in the maintenance, operation, or repair of automotive air conditioning or heating systems, automotive engine cooling systems, automotive lubrication systems, automotive fuel systems, or other similar automotive mechanical systems; and hand cleaners and concrete cleaners) or the Refrigeration Maintenance Area for fluids, accessories, or services intended for use in the maintenance, operation, or repair of refrigeration or cooling systems based on expansion of a liquified gas), except for fuel containers and other containers for fluid materials which are sold unfilled.

<sup>2</sup> See Footnote No. 1. Reg. No. 961,185 is recorded with the U. S. Bureau of Customs for a period coextensive with the current term of the registration.

<sup>3</sup> Reg. No. 1,241,206 is recorded with the U. S. Bureau of Customs for a period coextensive with the current term of the registration.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
				pouches for portable ice and/or food containers
<b>ULTRATHERM</b>	1,450,870	08/04/87	08/04/2007	21-Foam insulation sold as a component part of portable ice chests
<b>SURELOCK 95</b>	1,479,670	03/08/88	03/08/2008	21-Hinges sold as component parts of portable ice chests
<b>IGLOO ICE<sup>4</sup></b>	1,537,071	05/02/89	05/02/2009	21-Ice substitutes; namely, sealed plastic containers containing refreez-able gels
<b>SQUIGGY</b>	1,650,184	07/09/91	07/09/2011	21-Plastic insulated sports bottles for water and beverages
<b>TAG-ALONG</b>	1,660,870	10/15/91	10/15/2011	21-Ice chests
<b>LUNCHMATE PLUS</b>	1,670,290	12/31/91	12/31/2011	21-Lunch kit coolers
<b>MINIMATE</b>	1,818,989	02/01/94	02/01/2004 <sup>5</sup>	21-Portable containers for ice, food and beverages
<b>FOREST</b>				

<sup>4</sup> See Footnote No. 1.

<sup>5</sup> Renewal under consideration.



IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
<b>FRIENDLY &amp; Design</b>	1,859,177	10/18/94	10/18/2004 <sup>6</sup>	21-Portable containers for ice, food and beverages
<b>FOREST FRIENDLY</b>	1,867,663	12/13/94	12/13/2004 <sup>7</sup>	21-Portable containers for ice, food and beverages
<b>KOOL MATE</b>	1,881,030	02/28/95	02/28/2005	9-Alternating/direct electrical current converters  11-Thermoelectric coolers and warmers for food and beverages
<b>KOOL PARTS &amp; DESIGN</b>	1,916,340	09/05/95	09/05/2005	11-Replacement parts for thermoelectric coolers and warmers for foods and beverages
<b>KOOL CRUISER</b>	1,919,539	09/19/95	09/19/2005	11-Thermoelectric coolers and warmers for foods and beverages
<b>IGLOO</b>	1,919,808	09/19/95	09/19/2005	21-Portable containers for ice, water, food and beverages, and accessory replacement parts

<sup>6</sup> Registration will not be renewed per LB 09/18/03.

<sup>7</sup> Registration will not be renewed per LB 09/18/03.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
				therefor; lunch kits, freeze bottles, thermal bottles, cup dispensers.
<b>IGLOO &amp; Design</b>	1,922,100	09/26/95	09/26/2005	21-Lunch kits, thermos bottles, beverage cups, sports bottles, and foam sleeve holders used to insulate beverage containers.
<b>SPORT 90</b>	2,046,162	03/18/97	03/18/2007	21-Portable insulated containers for ice, food and beverages
<b>MARINE ROLLER</b>	2,049,282	04/01/97	04/01/2007	21-Portable insulated containers for ice, food and beverages
<b>QUICK &amp; COOL</b>	2,049,284	04/01/97	04/01/2007	21-Portable insulated containers for ice, food and beverages
<b>POLAR ROLLER</b>	2,049,285	04/01/97	04/01/2007	21-Portable insulated containers for ice, food and beverages
<b>KOOL SIPPER</b>	2,052,861	04/15/97	04/15/2007	21-Thermal bottles
<b>KOOL KIT</b>	2,052,862	04/15/97	04/15/2007	21-Lunch boxes
<b>KOOL KASE</b>	2,052,863	04/15/97	04/15/2007	21-Lunch boxes

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
<b>WHEELIE COOL</b>	2,052,864	04/15/97	04/15/2007	21-Portable containers for ice, food and beverages
<b>SIX-PACKER</b>	2,052,865	04/15/97	04/15/2007	21-Portable insulated containers for ice, food and beverages
<b>THE ELECTRIC IGLOO</b>	2,067,166	06/03/97	06/03/2007	11-Thermoelectric coolers and warmers for foods and beverages
<b>S'COOL MATE</b>	2,079,590	07/15/97	07/15/2007	21-Portable containers for ice, food and beverages
<b>PLAYMATE ELITE</b>	2,104,277	10/07/97	10/07/2007	21-Portable insulated containers for ice, food and beverages
<b>IGLOO</b>	2,110,515	11/04/97	11/04/2007	20-Plastic portable tool and hardware organizers and storage containers in the nature of boxes with handles
<b>IT'S FOR KEEPS</b>	2,181,155	08/11/98	08/11/2004 <sup>8</sup>	20-Plastic portable tool and hardware organizers and

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<sup>8</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
				storage containers in the nature of boxes with handles
<b>TWO COOL</b>	2,192,155	09/29/98	09/29/2004 <sup>9</sup>	21-Portable beverage coolers
<b>BIG SIPPER</b>	2,235,900	03/30/99	03/30/2005 <sup>10</sup>	21-Insulated cups
<b>EQUIPMENT MANAGER</b>	2,236,794	04/06/99	04/06/2005 <sup>11</sup>	21-All purpose portable utility containers in the nature of boxes with handles
<b>POLAR PEAR</b>	2,236,793	04/06/99	04/06/2005 <sup>12</sup>	21-Portable insulated day packs for food, ice and beverages
<b>PLENTIKOOL</b>	2,255,376	06/22/99	06/22/2005 <sup>13</sup>	11-Thermoelectric coolers and warmers for foods and beverages
<b>IT'S FOR KEEPS!</b>	2,268,651 <sup>14</sup>	08/10/99	08/10/2005 <sup>15</sup>	11-Thermoelectric coolers and warmers for food and beverages and accessory

<sup>9</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>10</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>11</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>12</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>13</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>14</sup> Reg. No. 2,268,651 is recorded with the U. S. Bureau of Customs for a period coextensive with the current term of the registration.

<sup>15</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
				parts therefor; portable refrigerators
				21-Portable containers for ice, water, food and beverages, and accessory replacement parts therefor; lunch kits consisting of portable containers housing one or more smaller utility containers such as plastic sandwich boxes and bottles, all for the temporary storage of food, beverages or other consumable liquids; freeze bottles for water which may be frozen and used as an ice substitute; thermal bottles for beverages and other consumable liquids; cup dispensers; and all purpose portable domestic containers

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
<b>SPORT ROLLER</b>	2,293,606	11/16/99	11/16/2005 <sup>16</sup>	21-Portable insulated containers for ice, food and beverages
<b>ULTRACOLD</b>	2,321,837	02/22/00	02/22/2006 <sup>17</sup>	21-Portable ice chests for food and beverages
<b>BUILT FOR THE REAL WORLD</b>	2,321,858	02/22/00	02/22/2006 <sup>18</sup>	21-Water coolers
<b>LEGEND LITE</b>	2,322,983	02/29/00	02/29/2006 <sup>19</sup>	21-Portable containers for ice, food, beverages and other consumable liquids
<b>COOL POUCH DELUXE</b>	2,325,308	03/07/00	03/07/2006 <sup>20</sup>	21-Portable containers for ice, food, beverages and other consumable liquids
<b>ADAPT-A-COOL</b>	2,329,437	03/14/00	03/14/2006 <sup>21</sup>	21-Portable containers for ice, food and beverages

<sup>16</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>17</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>18</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>19</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>20</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>21</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
<b>WAYCOOL</b>	2,329,439	03/14/00	03/14/2006 <sup>22</sup>	21-Portable containers for ice, food and beverages
<b>WORKS HARD. PLAYS HARD.</b>	2,330,016	03/14/00	03/14/2006 <sup>23</sup>	21-Ice chests
<b>MUNCHMATE ULTRA</b>	2,330,833	03/21/00	03/21/2006 <sup>24</sup>	21-Portable containers for ice, food, beverages and other consumable liquids
<b>LUNCH &amp; MUNCH</b>	2,330,873	03/21/00	03/21/2006 <sup>25</sup>	21-Portable insulated lunch containers
<b>MUNCHMATE ULTRA PLUS</b>	2,334,346	03/28/00	03/28/2006 <sup>26</sup>	21-Portable containers for ice, food, beverages and other consumable liquids
<b>ICEBOX DELUXE</b>	2,342,268	04/18/00	04/18/2006 <sup>27</sup>	21-Lunch kits consisting of portable containers which may house one or more smaller utility containers such as plastic sandwich

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<sup>22</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.  
<sup>23</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.  
<sup>24</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.  
<sup>25</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.  
<sup>26</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.  
<sup>27</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
				boxes and bottles, all for the temporary storage of food, beverages or other consumable liquids
<b>COOL &amp; STORE</b>	2,349,317	05/16/00	05/16/2006 <sup>28</sup>	21-Portable ice chests for ice, food and beverages
<b>COOL POUCH</b>	2,360,878 <sup>29</sup>	06/20/00	06/20/2006 <sup>30</sup>	21-Portable containers for ice, food, beverages and other consumable liquids, and house items such as cosmetics and cameras
<b>PACK &amp; COOL</b>	2,376,499	08/15/00	08/15/2006 <sup>31</sup>	21-Portable ice chests for ice, food and beverages
<b>THE COMPACT REFRIGERATOR WITH THE SUPERIOR INTERIOR</b>	2,390,612 <sup>32</sup>	09/26/00	09/26/2006 <sup>33</sup>	11-Refrigerators and coolers for ice, food and

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<sup>28</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.  
<sup>29</sup> Registered on Supplemental Register.  
<sup>30</sup> File Section 8 Affidavit of Use within 12 months preceding this date.  
<sup>31</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.  
<sup>32</sup> Registered on Supplemental Register.  
<sup>33</sup> File Section 8 Affidavit of Use within 12 months preceding this date.



IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
				beverages; and warmers for food and beverages; and accessories therefor
<b>COOL SACK DELUXE</b>	2,390,765	10/03/00	10/03/2006 <sup>34</sup>	21-Portable containers for ice, food, beverages and other consumable liquids
<b>POLAR PAL</b> <i>(Special Lettering)</i>	2,394,601	10/17/00	10/17/2006 <sup>35</sup>	21-Insulated daypacks for ice, food and beverages
<b>TRANSCOOL</b>	2,395,145	10/17/00	10/17/2006 <sup>36</sup>	21-Portable insulated backpack style containers for ice, food, and beverages
<b>SOFTMATE</b>	2,397,194	10/24/00	10/24/2006 <sup>37</sup>	21-Portable insulated containers for ice, food and beverages
<b>FITNESSMATE</b>	2,397,212	10/24/00	10/24/2006 <sup>38</sup>	21-Portable insulated containers for

<sup>34</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>35</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>36</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>37</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>38</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
				water and beverage bottles
<b>LUNCH TIME</b>	2,400,576	10/31/00	10/31/2006 <sup>39</sup>	21-Lunch kits principally composed of insulated lunch boxes and insulated beverage containers
<b>LUNCH BREAK</b>	2,402,470	11/07/00	11/07/2006 <sup>40</sup>	21-Lunch kits consisting of portable containers which may house one or more smaller utility containers such as plastic sandwich boxes and bottles, all for the temporary storage of food, beverages or other consumable liquids
<b>LUNCH &amp; STORE PLUS</b>	2,402,471	11/07/00	11/07/2006 <sup>41</sup>	21-Lunch kits consisting of portable containers which may house one or more smaller utility containers such as plastic sandwich boxes and bottles,

<sup>39</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>40</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>41</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
				all for the temporary storage of food, beverages or other consumable liquids
<b>LUNCH EXPRESS</b>	2,417,954	01/02/01	01/02/2007 <sup>42</sup>	21-Lunch kits consisting of portable containers which may house one or more smaller utility containers such as plastic sandwich boxes and bottles, all for the temporary storage of food, beverages or other consumable liquids
<b>SOFTMATE DELUXE</b>	2,429,259	02/20/2001	02/20/2007 <sup>43</sup>	21-Portable insulated containers for ice, food and beverages
<b>OUT TO LUNCH</b>	2,435,586	03/13/2001	03/13/2007 <sup>44</sup>	21-Lunch kits consisting of portable containers which may house one or more smaller utility containers such as plastic sandwich

<sup>42</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>43</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>44</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
				boxes and bottles, all for the temporary storage of food, beverages or other consumable liquids
<b>LUNCH &amp; STORE</b>	2,466,009	07/03/2001	07/03/2007 <sup>45</sup>	21-Lunch kits consisting of portable containers which may house one or more smaller utility containers such as plastic sandwich boxes and bottles, all for the temporary storage of food, beverages or other consumable liquids
<b>LITTLE LUNCHMATE</b>	2,494,254	10/02/01	10/02/2007	21-Containers for ice, food and beverages
<b>IGGIES</b>	2,496,066	10/09/01	10/09/2007	21-Insulated beverage holders and plastic cups
<b>LITTLE PLAYMATE ELITE</b>	2,496,067	10/09/01	10/09/2007	21-Portable insulated containers for ice, food and beverages

<sup>45</sup>

File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
<b>IGGY</b>	2,494,255	10/02/01	10/02/2007	21-Insulated beverage holders and plastic cups
<b>IGLOO 2GO</b>	2,513,831	12/04/2001	12/04/2007 <sup>46</sup>	21-Thermally insulated portable food containers
<b>CARGO</b>	2,705,934	04/15/2003	04/15/2006 <sup>47</sup>	21-Portable containers for ice, food, beverages and other consumables
<b>COOL ROLLER</b>	2,715,231	05/13/2003	05/13/2009 <sup>48</sup>	21-Portable containers for ice, food and beverages
<b>HAUL ICE</b>	2,753,612	08/19/2003	08/19/2009 <sup>49</sup>	21-Portable containers for ice, food and beverages
<b>IGLOO STEALTH</b>	2,603,567	08/06/2002	08/06/2008 <sup>50</sup>	21-Thermally insulated tote bags for food and beverages and thermally insulated portable beverage dispensers, distributed in food service channels to trade to food service distributors

<sup>46</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>47</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>48</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>49</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>50</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
<b>MESSENGER LUNCH</b>	2,725,731	06/10/2003	06/10/2009 <sup>51</sup>	21-Portable insulated lunch bags
<b>PARTY BARREL</b>	2,732,747	07/01/2003	07/01/2009 <sup>52</sup>	21-Portable insulated containers for ice, food and beverages

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<sup>51</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

<sup>52</sup> File Section 8 & 15 Affidavit of Use within 12 months preceding this date.

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
<b><u>Federal Applications Pending</u></b>				
CHILLYPOP	S.N. 76/570,576	Filed 01/13/2004		21-Portable containers for ice, food and beverages
CHILLYWRAP	S.N. 76/570,578	Filed 01/13/2004		21-Beverage coolers
COLLAPSE & COOL	S.N. 76/570,579	Filed 01/13/2004		21-Portable containers for ice, food and beverages
COAST MATE	S.N.76/410,366	Filed 05/20/2002		21-Portable insulated soft-sided ice chests
CONTOUR	S.N. 76/570,580	Filed 01/13/2004		21-Beverage coolers
COOL CARGO	S.N. 76/105505	Filed 08/08/2000 <sup>53</sup>		21-Containers for ice, food and beverages
COOL PACK 'N PULL	S.N.75/454635	Filed 03/23/1998 <sup>54</sup>		21-Portable Ice chests for ice, food and beverages

**COOL PACK &**

<sup>53</sup> Application suspended pending outcome of Cancellation No. 92032325, *Igloo Products Corp. v. Martha Albers* (COOL CARGO v. COOL CARGO).

<sup>54</sup> Application suspended pending outcome of Opposition No. 95,892, *Igloo Products Corp. v. Brantex, Inc.* ("cool pack" v. KOOL PAK).

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
<b>SACK</b>	S.N.75/455980	Filed 03/24/1998 <sup>55</sup>		21-Portable insulated containers intended for use as back packs or ice chests to carry or temporarily store items including but not limited to ice, food and beverages
<b>DUFFEL COOL</b>	S.N. 76/105,509	Filed 08/08/2000		21-Containers for ice, food and beverages
<b>HANDY KOOL</b>	S.N. 76/570,581	Filed 01/13/2004		11-Thermoelectric coolers
<b>IGLOO &amp; Design</b>	S.N. 76/570,582	Filed 01/13/2004		11-Thermoelectric coolers and parts and accessories therefor
<b>IGLOO &amp; Design</b>	S.N. 76/570,583	Filed 01/13/2004		21-Portable containers for ice, food, and beverages, and parts and accessories therefor; water and beverage coolers; lunch kits; and thermal foam insulation
<b>IGLOO ICE-O-TONIC</b>	S.N.76/269,864	Filed 06/11/2001		32-Isotonic drink

<sup>55</sup> Application suspended pending outcome of Opposition No. 95,892, *Igloo Products Corp. v. Brantex, Inc.* ("cool pack" v. KOOL PAK).



IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
				containing electrolytes, and powder for making the same
<b>KOOL KAR MATE</b>	S.N. 76/570,585	Filed 01/13/2004		11-Thermoelectric coolers
<b>MAXCOLD</b>	S.N. 76/411,710	Filed 05/24/2002		21-Containers for ice, food and beverages
<b>MOBILE MATE</b>	S.N. 76/570,586	Filed 01/13/2004		11-Thermoelectric coolers
<b>MORE THAN COOL</b>	S.N. 76/570,584	Filed 01/13/2004		11-Thermoelectric coolers and parts and accessories therefor
<b>MORE THAN COOL</b>	S.N. 76/570,588	Filed 01/13/2004		21-Portable containers for ice, food, and beverages, and parts and accessories therefor; water and beverage coolers; lunch kits; and thermal foam insulation
<b>PLAYMATE MINI</b>	S.N. 76/570,587	Filed 01/13/2004		21-Portable containers for ice, food, and beverages
<b>PLAYMATE PAL</b>	S.N. 76/570,589	Filed 01/13/2004		21-Portable containers for ice, food, and beverages

IGLOO PRODUCTS CORP.  
**Trademark Register**

<u>Trademark (&amp; Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
<b>POLAR MATE</b>	S.N. 76/105,511	Filed 08/08/2000		21-Containers for ice, food and beverages
<b>POP ART</b>	S.N. 76/570,577	Filed 01/13/2004		21-Containers for ice, food and beverages
<b>TRANSFORMER</b>	S.N. 76/570,590	Filed 01/13/2004		21-Portable containers for ice, food, and beverages
<b>TWICE AS COOL</b>	S.N. 76/570,591	Filed 01/13/2004		21-Containers for ice, food, and beverages

SCHEDULE B  
to  
TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Applications

Attached Hereto

IGLOO PRODUCTS CORP.

PATENT REGISTER

December 10, 2003

<u>Invention</u>	<u>Patent No.</u>	<u>Date of Issue</u>	<u>Appl. No. &amp; Date Filed</u>	<u>Maintenance: Date Next Action Required</u>	<u>Exp. Date</u>
<u>UNITED STATES</u>					
PORTABLE INSULATED CHEST (PLAYMATE II)	D307,998	05/22/90			05/22/2004
INSULATED CARRYING CASE FOR A DIABETIC KIT	D325,126	04/07/92			04/07/2006
JUG (LEGEND 1/2 Gallon)	D338,130	08/10/93			08/10/2007
THERMOELECTRIC COOLER & WARMER (KOOLMATE 36)	5,319,937	06/14/94	08/052,290, filed 04/26/93	12/14/05 (3rd Maintenance Fee Due)	06/14/2011
ICE CHEST (LEGEND 12)	D349,007	07/26/94			07/26/2008
THERMOELECTRIC HEATER AND COOLER UNIT FOR FOOD (KOOLMATE 36)	D352,420	11/15/94			11/15/2008

<u>Invention</u>	<u>Patent No.</u>	<u>Date of Issue</u>	<u>Appl. No. &amp; Date Filed</u>	<u>Maintenance: Date</u>	
				<u>Next Action Required</u>	<u>Exp. Date</u>
THERMOELECTRIC COOLER AND WARMER FOR FOOD	D400,053	10/27/98	29/067,549, filed 02/14/97		10/27/2012
THERMOELECTRIC COOLER AND WARMER FOR FOOD WITH TABLE TOP TRAY	5,860,281	01/19/99	08/800,422, filed 02/14/97	07/19/06 (2nd Maintenance Fee Due)	02/14/2017
LID/COLLAR SYSTEM	5,964,365	10/12/99	04/14/97	04/12/07 (2nd Maintenance Fee Due)	04/14/2017
THERMOELECTRIC COOLER AND WARMER FOR FOOD WITH TABLE TOP TRAY	6,026,647	02/22/00	09/185,510, filed 11/04/98	08/22/07 (2nd Maintenance Fee Due)	11/04/2018
PET CARRIER	6,076,485	06/20/00	07/07/98	12/20/03 (1st Maintenance Fee Due)	07/07/2018
INSULATED SNAP FIT CONTAINER LID	6,164,484	12/26/00	12/15/98	06/26/04 (1st Maintenance Fee Due)	12/15/2018
PET BED WITH HEATING AND COOLING FEATURE	6,237,531	05/29/01	06/14/99	11/29/04 (1st Maintenance Fee Due)	06/14/2019
ROUND PET BED	D436,697	01/23/01			01/23/2015
SOFT-SIDED BEVERAGE COOLER	6,276,579	08/21/01	06/14/99	02/21/05 (1st Maintenance Fee Due)	06/14/2019

<u>Invention</u>	<u>Patent No.</u>	<u>Date of Issue</u>	<u>Appl. No. &amp; Date Filed</u>	<u>Maintenance: Date</u>	
				<u>Next Action Required</u>	<u>Exp. Date</u>
THERMOELECTRIC COOLER AND WARMER FOR FOOD WITH TABLE TOP TRAY	6,301,901	10/16/01	09/474,764, filed 12/30/99	04/30/05 (1st Maintenance Fee Due)	12/30/2019
PARTY TRAY CARRIER	6,302,319	10/16/01	03/27/01	04/16/05 (1st Maintenance Fee Due)	03/27/2021
MULTISTACK PIZZA BAG	6,471,065	10/29/02	11/08/00	04/29/06	11/08/20

*Applications Pending:*

ICE CHEST (Design) (ICE CUBE)	29/177,474, filed 3/12/03
ICE CHEST (Utility) (ICE CUBE)	10/386,098, filed 3/12/03

SCHEDULE C  
to  
TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Licenses

Attached Hereto

SCHEDULE C  
to TRADEMARK AND PATENT SECURITY AGREEMENT

1. Trademark License Agreement dated as of November 6, 1998, by and between Igloo Products Corp. and Kodiak Technologies, Inc.
2. Existing Inventory Trademark License Agreement between Brunswick Corporation and Exxel Outdoors, Inc. dated September 19, 2000 giving Exxel Outdoors, Inc. a license to sell certain existing inventory bearing the Igloo mark through December 31, 2001.
3. Trademark License Agreement between Igloo Products Corp., and AMKO International, Inc. dated October 22, 1992, as amended by the Agreement of Compromise and Amendment dated September 30, 1996.