

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Notes Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reddy Ice Corporation		03/15/2010	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	1445 Ross Avenue, 2nd Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-2812
Entity Type:	National Association: TEXAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1533504	CITY ICE
Registration Number:	3234275	CRYSTAL CLASSIC CUBES
Registration Number:	3234276	CRYSTAL CLASSIC CUBES GOURMET ICE CUBES ICE
Registration Number:	1574073	PREMIUM ICE
Registration Number:	2680967	REDDY
Registration Number:	2686355	REDDY ICE
Registration Number:	2874281	REDDYICE
Registration Number:	1421317	SPARKLE
Registration Number:	1242718	THE ICE FACTORY
Registration Number:	2107313	TRIANGLE ICE
Serial Number:	78731170	GETREDDY
Serial Number:	78731167	GOOD TIMES ARE IN THE BAG!

CORRESPONDENCE DATA

900157785

**TRADEMARK
 REEL: 004172 FRAME: 0317**

OP \$315.00 1533504

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6142803303
Email: michael.violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Lien Solutions
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James P. Murphy
Signature:	/James P. Murphy/
Date:	03/23/2010

Total Attachments: 7
source=7. Second Lien Notes Trademark-SUBMITTEDDOC#page1.tif
source=7. Second Lien Notes Trademark-SUBMITTEDDOC#page2.tif
source=7. Second Lien Notes Trademark-SUBMITTEDDOC#page3.tif
source=7. Second Lien Notes Trademark-SUBMITTEDDOC#page4.tif
source=7. Second Lien Notes Trademark-SUBMITTEDDOC#page5.tif
source=7. Second Lien Notes Trademark-SUBMITTEDDOC#page6.tif
source=7. Second Lien Notes Trademark-SUBMITTEDDOC#page7.tif

SECOND LIEN NOTES TRADEMARK SECURITY AGREEMENT

This SECOND LIEN NOTES TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2010 (this "Agreement"), is made by REDDY ICE CORPORATION, a Nevada corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to the Indenture, dated as of March 15, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), among Reddy Ice Corporation, a Nevada corporation (the "Company"), the Trustee and the Collateral Agent, the Company has issued the Notes;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of March 15, 2010 (as, amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Indenture and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith

Exhibit B-1

whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b) and

(e) all proceeds of, and rights associated with, the foregoing.

Notwithstanding the foregoing, "Trademark Collateral" shall not include (collectively, the "Trademark Excluded Property") (i) any permit or license or any contractual obligation entered into by Parent, the Company or any Subsidiary Guarantor (A) that prohibits or requires the consent of any Person other than the Company and its Affiliates which has not been obtained as a condition to the creation by Parent, the Company or the applicable Subsidiary Guarantor of a Lien on any right, title or interest in such permit, license or contractual obligation or (B) to the extent that any requirement of law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in clauses (A) and (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the Uniform Commercial Code or any other requirement of law, (ii) property owned by the Company or any Subsidiary Guarantor that is subject to a Lien permitted by clause (6) of the definition of "Permitted Liens" (as defined in the Indenture) if the contractual obligation pursuant to which such Lien is granted (or in the document providing for such Lien) prohibits or requires the consent of any Person other than the Company and its Affiliates which has not been obtained as a condition to the creation of any other Lien on such item of property or (iii) any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed); *provided, however*, that "Trademark Excluded Property" shall not include any proceeds, products, substitutions or replacements of Trademark Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Trademark Excluded Property), which assets subject to such Lien shall not constitute Trademark Collateral under any circumstance.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its

Exhibit B-2

benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens; Release of Grantor. The lien and security interest in the Trademark Collateral and any Grantor shall be released pursuant to the provisions of the Indenture.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Notes Document. This Agreement is a Notes Document executed pursuant to the Indenture and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this Agreement, the exercise of any right or remedy by the Collateral Agent hereunder and the obligations of the Guarantor hereunder, in each case, with respect to the Collateral are subordinated and subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Exhibit B-3

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

REDDY ICE CORPORATION

By: 

Name: Steven J. Janusek

Title: Executive Vice President, Chief Financial
Officer and Secretary

{Signature Page to the Trademark Security Agreement}

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 

Name: Patrick T. Giordano
Title: Vice President

[Signature Page to the Trademark Security Agreement]

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	CITY ICE	1,533,504	April 4, 1989
US	CRYSTAL CLASSIC CUBES	3,234,275	April 24, 2007
US	CRYSTAL CLASSIC GOURMET ICE CUBES ICE and Design	3,234,276	April 24, 2007
US	PREMIUM ICE	1,574,073	December 26, 1989
US	REDDY	2,680,967	January 28, 2003
US	REDDY ICE	2,686,355	February 11, 2003
US	REDDYICE (and Design)	2,874,281	August 17, 2004
US	SPARKLE	1,421,317	December 16, 1986
US	THE ICE FACTORY	1,242,718	June 21, 1983
US	TRIANGLE ICE	2,107,313	October 21, 1997
Canada	REDDY	TMA617789	August 26, 2004
Canada	REDDY ICE	TMA617891	August 27, 2004
Mexico	REDDY	781805	February 28, 2003
Mexico	REDDY ICE	781804	February 28, 2003
Mexico	REDDYICE and Design	804520	August 15, 2003

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	GETREDDY	78/731,170	October 11, 2005
US	GOOD TIMES ARE IN THE BAG	78/731,167	October 11, 2005
Canada	REDDYICE (and Design)	1454724	October 8, 2009

Trademark Applications In Preparation

None.

Item B. Trademark Licenses

None.