## 900228427 07/16/2012

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademarks Recorded at Reel/Frame 1723/0335

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as agent			
(successor agent to Antares Capital		07/09/2012	Collateral Agent: UNITED
Corporation f/k/a Antares Leveraged		01/09/2012	STATES
Capital Corp.			

#### **RECEIVING PARTY DATA**

Name:	Reddy Ice Corporation	
Street Address:	8750 N. Central Expressway	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75231	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1421317	SPARKLE
Registration Number:	1242718	THE ICE FACTORY
Registration Number:	1161190	MIDSOUTH ICE
Registration Number:	1142584	EARTHWOODS

### **CORRESPONDENCE DATA**

Fax Number: 3128622200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 312-862-3865

Email: christine.casey@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 N. LaSalle Street, 28th Floor

Address Line 2: c/o Christine Casey

Address Line 4: Chicago, ILLINOIS 60654

TRADEMARK

REEL: 004822 FRAME: 0380

:H \$115.00 1421

900228427

ATTORNEY DOCKET NUMBER:	11289-7	
NAME OF SUBMITTER:	Christine Casey	
Signature:	/Christine Casey/	
Date:	07/16/2012	
Total Attachments: 3 source=BOA Release - Reel 1723, Frame 0335#page1.tif source=BOA Release - Reel 1723, Frame 0335#page2.tif source=BOA Release - Reel 1723, Frame 0335#page3.tif		

TRADEMARK REEL: 004822 FRAME: 0381

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 9 \_\_\_\_\_\_, 2012 ("Effective Date") by and between Reddy Ice Corporation, a Nevada corporation, ("Grantor") and Bank of America, N.A., as agent (successor agent to Antares Capital Corporation f/k/a Antares Leveraged Capital Corp.; the "Agent") for certain financial institutions (in such capacity, "Agent").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Agent dated as of April 30, 1998 (the "Trademark Security Agreement"), Grantor pledged and granted to Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, in each case together with the goodwill associated therewith;

WHEREAS, Grantor and Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Credit Agreement dated April 30, 1998 by and between Grantor and Agent (the "Credit Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 8, 1998 at Reel 1723, Frame 0335; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Agent represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, other than the Trademark Collateral set forth on Schedule A, in any jurisdiction throughout the world.

Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

Agent hereby authorizes Grantor to make such filing with the United States Patent and Trademark Office as may be reasonably determined by Grantor to be required to record and evidence the termination, cancellation, and release of the security interests in the Trademark Collateral evidenced hereby.

\* \* \* \*

22863850.1

TRADEMARK REEL: 004822 FRAME: 0382 IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK O	F AMERICA, N.A., as Agent
Name:	Eric R. Chandler
Title:	Vice President

TRADEMARK REEL: 004822 FRAME: 0383

# SCHEDULE A

Mark	Country	App. No./ Date	Registration No./Date
SPARKLE	U.S.	73548667 7/18/1985	1421317 12/16/1986
THE ICE FACTORY	U.S.	73368493 6/7/1982	1242718 6/21/1983
MIDSOUTH ICE	U.S.	73194881 11/28/1978	1161190 7/14/1981
EARTHWOODS	U.S.	73173127 6/5/1978	11425 <b>84</b> 12/9/1980

TRADEMARK
REEL: 004822 FRAME: 0384

**RECORDED: 07/16/2012**