

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REDDY ICE CORPORATION		05/31/2012	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	MACQUARIE BANK LIMITED, AS ADMINISTRATIVE AGENT
Street Address:	NO. 1 MARTIN PLACE
City:	SYDNEY, NSW
State/Country:	AUSTRALIA
Postal Code:	2000
Entity Type:	BANKING CORPORATION: AUSTRALIA

PROPERTY NUMBERS Total: 10

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

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: 3128623312  
Email: patrick.lau@kirkland.com  
Correspondent Name: Kirkland & Ellis LLP  
Address Line 1: 300 North LaSalle  
Address Line 2: c/o Patrick Lau, Legal Assistant  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 10424-6 PL

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Patrick Lau

Signature: /pl/

Date: 07/20/2012

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2012 (this "Agreement"), is made by REDDY ICE CORPORATION a Nevada corporation (the "Grantor"), in favor of MACQUARIE BANK LIMITED ("MBL"), as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

### W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of May 31, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Reddy Ice Corporation, a Nevada corporation (the "Borrower"), the Lenders and the Administrative Agent, the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of May 31, 2012 (as, amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement 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 Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all 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 Administrative 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 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 Borrower or any Subsidiary Guarantor (A) that prohibits or requires the consent of any Person other than the Borrower and its Affiliates which has not been obtained as a condition to the creation by Parent, the Borrower 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 Borrower or any Subsidiary Guarantor that is subject to a Lien permitted by Section 7.2.3(d) of the Credit Agreement with respect to Indebtedness permitted by Section 7.2.2(e)(ii) and (iii) of the Credit Agreement 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 Borrower 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 and accepted with the United States Patent and Trademark Office); *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 Administrative 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

Administrative for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative 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. Upon (i) the Disposition of Trademark Collateral not in contravention of the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)) held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. In addition, at the request of the Borrower, and at the sole expense of the Borrower, the Grantor shall be released from its obligations hereunder in the event that (a) the Capital Securities of the Grantor are Disposed of in a transaction permitted by the Credit Agreement or (b) the Grantor ceases to be a Subsidiary of the Borrower as a result of a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least three Business Days prior to the date of such proposed release, a written request for release naming the Grantor and a certification by the Borrower stating that such transaction is in compliance with the Loan Documents.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative 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. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. First Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent pursuant to this Agreement, the exercise of any right or remedy by the Administrative 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 First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien 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.

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

REDDY ICE CORPORATION

By: 

Name: Steven J. Janusek

Title: EVP, Chief Financial Officer & Treasurer

MACQUARIE BANK LIMITED,  
as Administrative Agent

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

Name:

Title:

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

Name:

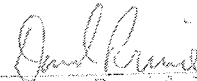
Title:


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

REDDY ICE CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

MACQUARIE BANK LIMITED,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: David Prince  
Title: Authorized Signatory

By:  \_\_\_\_\_  
Name: Christopher Eckstrom  
Title: Authorized Signatory

Signature Page Trademark Security Agreement

**TRADEMARK**  
**REEL: 004826 FRAME: 0282**

SCHEDULE I  
to Trademark Security Agreement

<u>Item A.</u> <u>Trademarks</u> <u>Registered</u> <u>Trademarks</u> <u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	CITY ICE	1533504	April 4, 1989
United States	CRYSTAL CLASSIC CUBES	3234275	April 24, 2007
United States	CRYSTAL CLASSIC GOURMET ICE CUBES ICE & Design	3234276	April 24, 2007
United States	PREMIUM ICE	1574073	December 26, 1989
United States	REDDY	2680967	January 28, 2003
United States	REDDY ICE	2686355	February 11, 2003
United States	REDDYICE (and Design)	2874281	August 17, 2004
United States	SPARKLE	1421317	December 16, 1986
United States	THE ICE FACTORY	1242718	June 21, 1983
United States	TRIANGLE ICE	2107313	October 21, 1997
Canada	REDDY	TMA617789	August 26, 2004
Canada	REDDY ICE	TMA617891	August 27, 2004
Canada	REDDYICE (and Design)	TMA789843	February 7, 2011
Mexico	REDDY	781805	February 28, 2003
Mexico	REDDY ICE	781804	February 28, 2003
Mexico	REDDYICE (and Design)	804520	August 15, 2003

Item B. Trademark Licenses

Trademark licenses granted to various distributors pursuant to distribution agreements entered into with such distributors based substantially on the Company's form of distribution agreement.