

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379504

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ICE HOUSE AMERICA, L.L.C.		12/30/2015	Limited Liability Company: FLORIDA
TWICE THE ICE HOLDINGS, L.L.C.		12/30/2015	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	ACF FINCO I LP
<b>Street Address:</b>	580 White Plains Road, Suite 610
<b>City:</b>	Tarrytown
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10591
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Registration Number:</b>	4844416	TWICE THE ICE ICE HOUSE AMERICA
<b>Registration Number:</b>	4817320	IHA
<b>Registration Number:</b>	3153128	ICE HOUSE AMERICA
<b>Registration Number:</b>	3167577	ICE HOUSE AMERICA
<b>Registration Number:</b>	3173214	TWICE THE ICE ICE HOUSE AMERICA
<b>Registration Number:</b>	3185688	TWICE THE ICE
<b>Registration Number:</b>	3704627	
<b>Registration Number:</b>	4495903	SMARTICE
<b>Registration Number:</b>	4486164	ICEBORN
<b>Registration Number:</b>	4677459	FRESH FROM THE SOURCE

## CORRESPONDENCE DATA

Fax Number: 3142592020

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3142592000

Email: bcipdocketing@bryancave.com

Correspondent Name: Matthew G. Minder

TRADEMARK

REEL: 005765 FRAME: 0888

900359941

CH \$265.00 4844416

**Address Line 1:** 211 North Broadway, Suite 3600  
**Address Line 4:** St. Louis, MISSOURI 63102-2750

**ATTORNEY DOCKET NUMBER:** C071371/0392557

**NAME OF SUBMITTER:** Matthew G. Minder

**SIGNATURE:** /Matthew G. Minder/

**DATE SIGNED:** 04/05/2016

**Total Attachments: 5**

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## SHORT FORM TRADEMARK SECURITY AGREEMENT

This **SHORT FORM TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of December 30, 2015 is made by **ICE HOUSE AMERICA, L.L.C.**, a limited liability company organized under the laws of the State of Florida and **TWICE THE ICE HOLDINGS, L.L.C.**, a limited liability company organized under the laws of the State of Florida (collectively, the "**Assignor**"), in favor of **ACF FINCO I LP**, a Delaware limited partnership with a place of business at 580 White Plains Road, Suite 610, Tarrytown, New York 10591 ("**Lender**").

### RECITALS:

Assignor has executed and delivered to Lender a Loan and Security Agreement dated on or about the date hereof (the "**Obligation Agreement**"), a Trademark Assignment and Security Agreement dated on or about the date hereof (the "**Trademark Agreement**"), and other agreements, documents and instruments contemplated by the transactions contained in the Obligation Agreement. The Obligation Agreement, together with all agreements, documents and instruments executed and/or delivered to Lender by any person in connection therewith, as the same may be amended, restated, extended, replaced or otherwise modified from time to time, shall be referred to collectively as the "**Loan Documents**". Pursuant to the terms of the Obligation Agreement Assignor is liable for the payment and performance of the "Obligations" (as such term is defined in the Obligation Agreement) as further described therein. Pursuant to the terms of the Trademark Agreement and this Agreement, Assignor is granting to Lender a security interest in and to the "Trademark Collateral" (as defined in the Trademark Agreement) in order to secure repayment of Obligations pursuant to the Obligation Agreement.

### AGREEMENT:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Trademark Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Assignor hereby grants to the Lender for its benefit a present and continuing first priority lien and security interest in and to all of its right, title and interest in, to and under the Trademark Collateral, including without limitation:

- (a) the trademarks, including without limitation those listed on Exhibit A hereto;
- (b) all extensions, renewals and reexaminations of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all income, royalties, and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application filed with the U.S. Patent and Trademark Office ("PTO") for which a statement of use has not been filed with the PTO.

SECTION 3. Trademark Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Trademark Agreement and Assignor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Agreement. In the event of a conflict between the provisions of this Agreement and the Trademark Agreement, the Trademark Agreement shall control.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

SECTION 5. Construction if Multiple Assignors. If this Agreement is executed by two (2) or more persons/entities as Assignor, unless otherwise specifically provided for herein all representations, covenants, agreements, rights, liabilities and obligations of Assignor in this Agreement shall be made, granted to or borne, as applicable, jointly and severally by such persons/entities, and Lender may enforce any and all rights, remedies and benefits of Lender under this Agreement against such persons/entities jointly and/or severally as Lender may elect in Lender's sole discretion.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

**ASSIGNOR:**

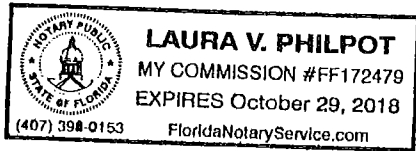
ICE HOUSE AMERICA, L.L.C.,  
a Florida limited liability company

By: TWICE THE ICE HOLDINGS, LLC,  
a Delaware limited liability company,  
Its Manager

By: [Signature]  
Troy Doom  
Chief Executive Officer

STATE OF FLORIDA :  
: SS  
COUNTY OF DUNAL :

The foregoing instrument was acknowledged before me this 21 day of December, 2015, by Troy Doom as Chief Executive Officer for Twice the Ice Holdings, LLC. He    is personally known to me or    has produced a DEWER'S LICENSE as identification.

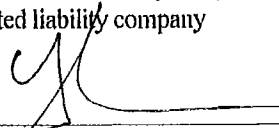


[Signature]  
Notary Public  
My Commission Expires: 10/29/18

[Signature Page Continues.]

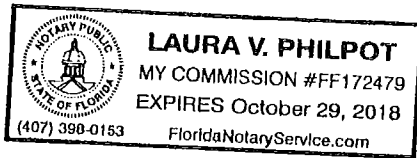
**ASSIGNOR:**

TWICE THE ICE HOLDINGS, LLC;  
a Delaware limited liability company

By:   
Troy Doom  
Chief Executive Officer

STATE OF FLORIDA :  
: SS  
COUNTY OF DUVAL :




The foregoing instrument was acknowledged before me this 21 day of December, 2015, by Troy Doom as Chief Executive Officer for Twice the Ice Holdings, LLC. He    is personally known to me or    has produced a DRIVER'S LICENSE as identification.



  
Notary Public

My Commission Expires: 10/29/18

**EXHIBIT A  
TO  
SHORT FORM TRADEMARK SECURITY AGREEMENT**

<b>Title</b>	<b>Reg. No.</b>	<b>Filing date</b>	<b>Reg. Date</b>	<b>Owner</b>
	4844416	01/28/2015	11/13/2015	Ice House America, LLC
	4817320	02/02/2015	09/22/2015	Ice House America, LLC
ICE HOUSE AMERICA	3153128	03/29/05	10/10/06	Ice House America, LLC
ICE HOUSE AMERICA	3167577	03/29/05	11/07/06	Ice House America, LLC
TWICE THE ICE ICE HOUSE AMERICA	3173214	03/29/05	11/21/06	Ice House America, LLC
TWICE THE ICE	3185688	03/29/05	12/19/06	Ice House America, LLC
[TWO PENGUINS LOGO] 	3704627	02/10/09	11/03/09	Ice House America, LLC
SMARTICE	4495903	11/20/2012	03/11/2014	Twice the Ice Holdings, LLC
ICEBORN	4486164	11/20/2012	02/18/2014	Twice the Ice Holdings, LLC
FRESH FROM THE SOURCE	4677459	11/25/2013	01/27/2015	Twice the Ice Holdings, LLC