

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535525

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900508919		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLASSIC ICE LLC		06/18/2019	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	REDDY ICE CORPORATION		
Street Address:	5720 LBJ Freeway, Suite 200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4087249	ICE KING	
CORRESPONDENCE DATA			
Fax Number:	2146510083		
<i>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.</i>			
Phone:	2146515304		
Email:	mike.mcarthur@haynesboone.com		
Correspondent Name:	Mike McArthur c/o Haynes and Boone, LLP		
Address Line 1:	2323 Victory Ave; Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	33878.00233		
NAME OF SUBMITTER:	Mike McArthur		
SIGNATURE:	/Mike McArthur/		
DATE SIGNED:	08/06/2019		
Total Attachments: 11			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is entered into as of June 18, 2019, by and among Reddy Ice Corporation, a Nevada corporation (“Buyer”), Classic Ice LLC, d/b/a Ice King, an Iowa limited liability company (“Seller”) and Mr. Ryan Maasen and the selling shareholders, Maasen Ice, Inc., an Arizona corporation, and Denny Elwell Family L.C., an Iowa limited company (each together with Mr. Maasen, the “Selling Shareholders”) for the purposes of Article II (Representations and Warranties of Seller), Article IV (Covenants) and Article VI (Indemnification). Buyer, Seller and Selling Shareholders, where appropriate, are sometimes collectively referred to herein as the “Parties.”

PRELIMINARY STATEMENTS

Seller is engaged in the sale and distribution of packaged ice products in the State of Arizona (such business activities being referred to herein as the “Business”). Seller desires to sell, and Buyer desires to purchase, substantially all of the assets of Seller’s Business, other than the patents, and the commercializing and licensing of those patents (including the Leer Agreement), included in the Excluded Assets (the “Excluded Business”), upon the terms and conditions in this Agreement.

In consideration of the premises and the mutual agreements, covenants, representations and warranties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. PURCHASE AND SALE

1.1 **Purchase and Sale of Transferred Assets.** Subject to the terms of this Agreement, at Closing, Seller will sell, convey, assign, transfer and deliver to Buyer, free and clear of any mortgage, lien, lease, encumbrance, security interest, charge, option, surety, or pledge (collectively, “Encumbrances”) and Buyer will purchase, acquire and accept from Seller, all of Seller’s right, title and interest in, to and under the assets, rights and claims set forth on Exhibit A attached hereto (collectively, the “Transferred Assets”).

1.2 **Purchase Price.**

(a) [REDACTED]

(b) [REDACTED]

(i) [REDACTED]

[REDACTED];

[REDACTED]

[REDACTED]

2.21 Intellectual Property. Schedule 2.21 attached hereto contains a true and correct list of (i) all Intellectual Property material to the operation of the Business, (ii) all applications for and issued patents, trademark registrations, and copyright registrations owned or licensed by Seller, and (iii) all domain names used in connection with the Business, in each case, that are included in the Transferred Assets. The Intellectual Property included within the Transferred Assets includes all of the Intellectual Property necessary and sufficient to enable Buyer to conduct the Business in the same manner in which the Business is currently being conducted by Seller free and clear of all Encumbrances or obligations to others, with the exception of the Excluded Assets and the portion of the Business related thereto. To the Knowledge of Seller, Seller has not infringed upon, misappropriated or otherwise violated any right in the Intellectual Property of any other Person. To the Knowledge of Seller, there is no Proceeding pending or threatened that pertains to or challenges the right of Seller to use or own any of the Intellectual Property included in the Transferred Assets. Except as set forth in Schedule 2.21, Seller has not granted any license or other right and has no obligation to grant any license or other right with respect to any of the Intellectual Property. To the Knowledge of Seller, no other Person has infringed upon, misappropriated or otherwise violated any right of Seller in regard to the Intellectual Property.

For purposes of this Agreement, “Intellectual Property” means, whether owned, licensed or otherwise claimed by any party: (1) all patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, divisionals and re-examinations thereof, (2) all trademarks, service marks, trade dress, logos, trade names, corporate names, domain names, and other indications of origin, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (3) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith, (4) all trade secrets and confidential business information, (5) all computer software and databases (including data and related documentation), and (6) all other intellectual property or proprietary rights of any type or character.

2.22 [REDACTED]


2.23 [REDACTED]

ASSET PURCHASE AGREEMENT SIGNATURE PAGES

Buyer and Seller have caused this Agreement to be executed as of the date stated in the introductory paragraph of this Agreement.

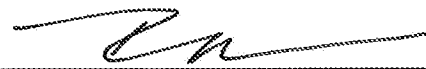
SELLER:

CLASSIC ICE LLC
d/b/a Ice King

By: 
Print Name: Ryan Maasen
Print Title: President


SELLING SHAREHOLDERS:

MAASEN ICE, INC, solely for the purpose of Article II,
Article IV and Article VI

By: 
Print Name: Ryan Maasen
Print Title: President

DENNY ELWELL FAMILY, LC, solely for the
purpose of Article II, Article IV and Article VI

By: _____
Print Name: Dennis L. Elwell
Print Title: Sole Trustee of each of the Dennis Lee Elwell
Revocable Trust and the Candy Elwell 2005 Trust, Voting
Members holding a majority of voting interests in Denny
Elwell Family, L.C.

By: 
Print Name: Ryan Maasen, solely for the purpose of
Article II, Article IV and Article VI

**SOLELY FOR PURPOSE OF Section 4.4 of this
Agreement:**

By: _____
Print Name: Dennis L. Elwell

ASSET PURCHASE AGREEMENT SIGNATURE PAGES

Buyer and Seller have caused this Agreement to be executed as of the date stated in the introductory paragraph of this Agreement.

SELLER:

CLASSIC ICE LLC
d/b/a Ice King

By: _____

Print Name: Ryan Maasen

Print Title: President

SELLING SHAREHOLDERS:

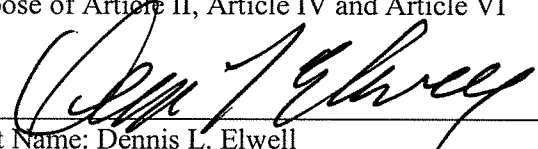
MAASEN ICE, INC, solely for the purpose of Article II,
Article IV and Article VI

By: _____

Print Name: Ryan Maasen

Print Title: President

DENNY ELWELL FAMILY, LC, solely for the
purpose of Article II, Article IV and Article VI

By:  _____

Print Name: Dennis L. Elwell

Print Title: Sole Trustee of each of the Dennis Lee Elwell
Revocable Trust and the Candy Elwell 2005 Trust, Voting
Members holding a majority of voting interests in Denny
Elwell Family, L.C.

By: _____

Print Name: Ryan Maasen, solely for the purpose of
Article II, Article IV and Article VI

**SOLELY FOR PURPOSE OF Section 4.4 of this
Agreement:**

By:  _____
Print Name: Dennis L. Elwell

BUYER:

REDDY ICE CORPORATION

By: Deborah Conklin
Print Name: Deborah Conklin
Print Title: CEO

EXHIBIT A
Transferred Assets

With the exception of the Excluded Assets:

(a) all trademarks, trademark licenses, trade names, mastheads, brand names, slogans, copyrights, reprint rights, licenses, authorizations, processes, know-how, formulas, trade secrets and other intangible assets used by Seller in connection with the Business;

(b) [REDACTED];

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED];

(f) [REDACTED];

(g) [REDACTED];

(h) [REDACTED];

(i) [REDACTED];

(j) [REDACTED]

(k) [REDACTED];

(l) [REDACTED];

Schedule 2.21
Intellectual Property

1. The corporate and trade names, “Classic Ice” and “Ice King”
2. Domain: www.icekingaz.com
3. Ice King trademark, with registration number 4087249 with the United States Patent and Trademark Office

BILL OF SALE

This BILL OF SALE is made as of June 18, 2019, from Classic Ice LLC, d/b/a Ice King, an Iowa limited liability company (“Seller”), to Reddy Ice Corporation, a Nevada corporation (“Buyer”). All capitalized terms herein have the same meaning as prescribed to them in the Purchase Agreement (as defined below).

PRELIMINARY STATEMENTS

Seller and Buyer, among others, entered into an Asset Purchase Agreement dated June 18, 2019 (the “Purchase Agreement”). Pursuant to the Purchase Agreement, Seller has agreed to sell and convey the Transferred Assets to Buyer as of the date hereof. This Bill of Sale is executed and delivered pursuant to the Purchase Agreement.

In consideration of the premises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties act and agree as follows:

1. **Conveyance of Transferred Assets.** Seller hereby assigns, sells, transfers, conveys and delivers to Buyer and its successors and assigns the Transferred Assets, TO HAVE AND TO HOLD the Transferred Assets and all rights, titles and interests therein with all appurtenances thereto, unto Buyer, its successors and assigns forever.

2. **Additional Rights and Obligations of the Parties.** Seller and Buyer agrees and acknowledge that additional rights and obligations of the parties are expressly provided for in the Purchase Agreement, and that the execution and delivery of this Bill of Sale will not impair or diminish any of the rights or obligations of any of the parties to the Purchase Agreement, as set forth therein. The terms of the Purchase Agreement, including but not limited to Seller’s representations, warranties, covenants, agreements and indemnities relating to the Transferred Assets, are incorporated herein by reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

3. **Counterparts.** This Bill of Sale may be executed in any number of counterparts, each of which shall be an original, but all of which together will constitute one and the same instrument.

4. **Descriptive Headings.** The descriptive headings of this Bill of Sale are for convenience of reference only and will not be deemed to affect the meaning or construction of any provisions hereof.

5. **Reasonable Efforts; Cooperation.** The parties will use their reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the provision contained herein and to cooperate with each other in connection with the foregoing.

6. **Further Assurances.** From time to time, as and when reasonably requested by Buyer, Seller will execute and deliver, or cause to be executed and delivered, such documents and instruments and will take, or cause to be taken, such further actions or other actions as may be reasonably necessary to carry out the purposes set forth herein, without unreasonable expense to Seller.

7. **Governing Law.** This Bill of Sale will be governed by, construed, interpreted and applied in accordance with the laws of the State of Arizona, without giving effect to any conflict of laws rules that would refer the matter to the laws of another jurisdiction.

8. **Successors and Assigns.** This Bill of Sale, and all the terms and provisions hereof, will inure to the benefit of, and be binding upon, the assigns, successors, heirs, executors and administrators of the parties hereto.

9. **Reformation; Severability.** In case any provision of this Bill of Sale shall be invalid, illegal or unenforceable, such provision will be reformed to the extent necessary to permit enforcement thereof, and the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby. If such provision is not capable of reformation, it will be severed from this Bill of Sale and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

This Bill of Sale has been executed as of the date first written above.

BUYER:

REDDY ICE CORPORATION

By: Deborah Conklin
Print Name: Deborah Conklin
Print Title: CEO

SELLER:

CLASSIC ICE LLC
d/b/a Ice King

By: _____
Print Name: _____
Print Title: _____

This Bill of Sale has been executed as of the date first written above.

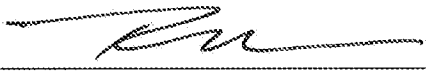
BUYER:

REDDY ICE CORPORATION

By: _____
Print Name: _____
Print Title: _____

SELLER:

CLASSIC ICE LLC
d/b/a Ice King

By:  _____
Print Name: Ryan Maasen
Print Title: President