

09-26-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NuCo2 Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Florida
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: September 24, 2001

2. Name and address of receiving party(ies)

Name: SunTrust Bank, as Administrative Agent

Internal _____ Address: _____

Street Address: P.O. Box 4418

City: Atlanta State: GA Zip: 30302

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Georgia
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

76-271585; 1,985,666; 2,068,452

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Susan Lake

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00
expedite 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Susan Lake
Name of Person Signing

Susan Lake
Signature

September 25, 2001
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Refund Ref: 09/26/2001 GTOW11 0000110381

CHECK Refund Total: **\$30.00**

TRADEMARK
REEL: 002373 FRAME: 0653

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09/26/2001
01 FC:481
02 FC:482
03 FC:484

**SECOND AMENDMENT TO COLLATERAL ASSIGNMENT
AND TRADEMARK SECURITY AGREEMENT**
(COMPANY)

THIS SECOND AMENDMENT TO COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT, made as of September 24, 2001 (this "Amendment"), by NUCO₂ INC., a Florida corporation (the "Company"), in favor of SUNTRUST BANK, formerly known as SunTrust Bank South Florida, National Association, as Administrative Agent (in such capacity, the "Agent") for itself and any other banks or other lending institutions that are or will become parties to the Credit Agreement (as defined below) (collectively, the "Lenders" and individually, a "Lender"), as Swing Line Lender and as Issuing Bank, Heller Financial, Inc., as Syndication Agent and BNP Paribas, as Documentation Agent.

W I T N E S S E T H :

WHEREAS, the Company, the Agent and the Lenders entered into a certain Revolving Credit Agreement, dated as of October 31, 1997, as amended by that certain Amended and Restated Revolving Credit Agreement, dated as of May 4, 1999 (the "Original Credit Agreement");

WHEREAS, the parties to the Original Credit Agreement have agreed to amend the Original Credit Agreement in the form of that certain Second Amended and Restated Revolving Credit Agreement, dated as of the date hereof, among the Company, the Agent, SunTrust Bank, as Lender, as Issuing Bank and as Swing Line Lender, the other Lenders party thereto, Heller Financial, Inc., as Syndication Agent, and BNP Paribas, as Documentation Agent (as hereafter amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Company and the Agent entered into that certain Collateral Assignment and Trademark Security Agreement, dated as of October 31, 1997, as amended by that certain First Amendment to Collateral Assignment and Trademark Security Agreement (the "Original Agreement") pursuant to which the Company granted a security interest in and made a collateral assignment of all of the Trademark Rights, as defined in the Original Agreement;

WHEREAS, pursuant to the Credit Agreement, it is a condition precedent to the making of Loans that the Company enter into this Amendment, and the Company wishes to fulfill said condition precedent;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. All references to the "Credit Agreement" in the Original Agreement shall refer to the Credit Agreement described herein. All references to "Obligations" shall refer to the "Obligations" as defined by the Credit Agreement. All references to the "Lenders" shall refer to the Lenders party to the Credit Agreement.

2. Other Agreements.

a. The Company hereby affirms that each of the representations and warranties contained in the Original Agreement (except to the extent that any such representation or warranty expressly relates solely to an earlier date and for changes therein permitted or contemplated by the Original Agreement) is correct in all material respects on and as of the date hereof and after giving effect to this Amendment.

b. As amended hereby, all terms of the Original Agreement (as defined in the Credit Agreement) shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Company to the Lenders. To the extent any terms and conditions in any of the other Loan Documents shall contradict or be in conflict with any terms or conditions of the Trademark Security Agreement, after giving effect to this Amendment, such terms and conditions are hereby deemed modified and amended accordingly to reflect the terms and conditions of the Trademark Security Agreement as modified and amended hereby.

c. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAWS OF CONFLICTS) OF THE STATE OF NEW YORK AND ALL APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

d. Effect of Amendment. From and after the date hereof, references to the Trademark Security Agreement shall be references to the Trademark Security Agreement as amended hereby.

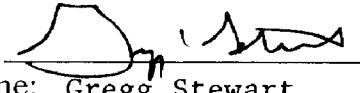
e. Entire Understanding. This Amendment constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Neither this Amendment nor any provision hereof may be changed, waived, discharged, modified or terminated orally, but only by an instrument in writing signed by the parties required to be a party thereto.

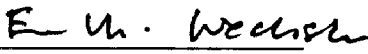
f. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

COMPANY:

NUCO₂, INC.
a Florida corporation

By: 
Name: Gregg Stewart
Title: Chief Financial Officer

Attest: 
Name: Eric M. Wechsler
Title: General Counsel

Acknowledged and Agreed to:

SUNTRUST BANK, as Agent

By: Karen C Copeland, VP
Name: Karen C. Copeland
Title: Vice President

**[SIGNATURE PAGE TO SECOND AMENDMENT TO COLLATERAL ASSIGNMENT
AND TRADEMARK SECURITY AGREEMENT (COMPANY)]**