

9/5/03

09-09-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇨ ⇨ ⇨ ▼



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

102544569 ▼ ▼ ▼

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.  
2800 S.E. Market Place  
Stuart, Florida 34997

☐ 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 Grant of Security Interest

Execution Date: 08/25/2003

2. Name and address of receiving party(ies)  
Name: BNP Paribas  
Internal 787 Seventh Avenue  
Address: \_\_\_\_\_

Street Address: \_\_\_\_\_  
City: New York State: NY Zip: 10019

☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☒ Other commercial bank

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)  
See attached

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

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

Internal Address: White & Case

Street Address: 1155 Avenue of the Americas  
New York NY 10036  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:  
23-1705

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

DO NOT USE THIS SPACE

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.*

Danice Kowalczyk, Esq.

Name of Person Signing

[Signature]  
Signature

8/28/03  
Date

Total number of pages including cover sheet, attachments, and document: 6

09/08/2003 ECOMPER 00000157 2068452

01 FC:8521 40.00 OP  
02 FC:8522 150.00 OP

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

TRADEMARK  
REEL: 002818 FRAME: 0901

MARKREG. NO.REG. DATEMarksCountryRegistration No.

1. NuCo <sub>2</sub> Inc.	USA	2,068,452, 1,985,666, 76/471,536
2. Accuroute	USA	2,691,572
3. Elevating the Co2 Standard	USA	76/471,525
4. The New Co2 Standard for Fountain Beverages	USA	76/471,526
5. Design only	USA	76/471,449

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NuCo<sub>2</sub> Inc., a Florida corporation, (the "Grantor") with principal offices at 2800 S.E. Market Place, Stuart, Florida 34997, hereby grants to BNP Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, NY 10019, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 25, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 25<sup>th</sup> day of August, 2003.

NuCo<sub>2</sub> Inc., Grantor

By: Eric M. Wechsler

Name: Eric Wechsler

Title: General Counsel

BNP Paribas,  
as Collateral Agent and Grantee


By: Richard Cushing

Name: RICHARD CUSHING

Title: Director

STATE OF New York )  
COUNTY OF New York ) ss.:

On this 25<sup>th</sup> day of August, 2003, before me personally came Eric Wechsler who, being by me duly sworn, did state as follows: that he is General Counsel of NuCo<sub>2</sub> Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

NEERAV SHAH  
Notary Public, State of New York  
No. 01SH6080901  
Qualified in New York County  
Commission Expires Sept. 23, 2006

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On this 25<sup>th</sup> day of August, 2003, before me personally came RICHARD CUSHING  
who, being by me duly sworn, did state as follows: that [s]he is DIRECTOR of BNP  
Paribas, that [s]he is authorized to execute the foregoing Grant on behalf of said entity and that  
[s]he did so by authority of the Board of Directors of said entity.

Nadia Carbone  
Notary Public  
NADIA CARBONE  
Notary Public, State of New York  
No. 31-4983445  
Qualified in New York County  
Commission Expires Jul 1 2007