

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acme Cryogenics, Inc.		12/28/2006	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2429182	ACME CRYOGENICS	
Registration Number:	2430709	ACME CRYOGENICS INC.	
Serial Number:	78888479	CRYOMAXX	
Serial Number:	78891622	QUALITY CRYOGENICS	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8008339848		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		
ATTORNEY DOCKET NUMBER:	CSC # 7837245		
NAME OF SUBMITTER:	Matthew Mayer		

CH \$115.00 2429182

Signature:	/Matthew Mayer/
Date:	03/02/2007
Total Attachments: 7 source=acme_PNC_tm4#page2.tif source=acme_PNC_tm4#page3.tif source=acme_PNC_tm4#page4.tif source=acme_PNC_tm4#page5.tif source=acme_PNC_tm4#page6.tif source=acme_PNC_tm4#page7.tif source=acme_PNC_tm4#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28th day of December, 2006 by ACME CRYOGENICS, INC., a corporation formed under the laws of the Commonwealth of Pennsylvania ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan (defined below):

W I T N E S S E T H

WHEREAS, Grantor, AQC ACQUISITION CORP., a corporation formed under the laws of the State of Delaware, and QUALITY CRYOGENICS OF ATLANTA, LLC, a limited liability company formed under the laws of the State of Georgia (collectively, the "Borrowers"), Lenders and Agent are parties to a certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Borrowers has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrowers including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrowers' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

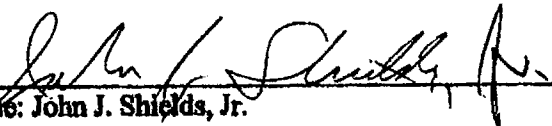
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ACME CRYOGENICS, INC.

By: _____
Name: James Ciminelli
Title: CFO

Agreed and Accepted
As of the Date First Written Above

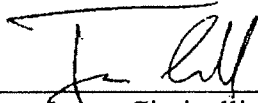
**PNC BANK, NATIONAL ASSOCIATION,
as Agent**

By: 
Name: John J. Shields, Jr.
Title: Senior Vice President

(Signature Page to Trademark Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ACME CRYOGENICS, INC.

By: 
Name: James Ciminelli
Title: CFO

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: John J. Shields, Jr.
Title: Senior Vice President

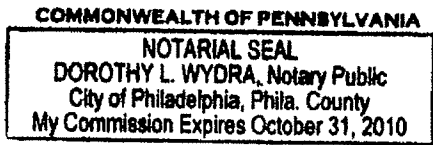
(Signature Page to Trademark Security Agreement)

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 28 of December, 2006, before me personally appeared JAMES CIMINELLI, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Acme Cryogenics, Inc.; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Dorothy L. Wydra
Notary Public
My Commission Expires: 10/31/2010



SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
ACME CRYOGENICS (with design)	2429182	February 20, 2001
ACME CRYOGENICS (typed drawing)	2430709	February 27, 2001

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
CRYOMAXX	78888479	May 20, 2006
QUALITY CRYOGENICS	78891622	May 24, 2006

POWER OF ATTORNEY

ACME CRYOGENICS, INC. ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders and AQC ACQUISITION CORP., QUALITY CRYOGENICS OF ATLANTA, LLC and Grantor (collectively, as Borrowers), of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Agreement) or Additional Trademarks (as defined in the Trademark Agreement) in the United States Patent and Trademark Office or other appropriate trademark office including, without limitation, the power to execute on behalf of Grantor a supplement to Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark assignment, in each case subject to the terms of the Trademark Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

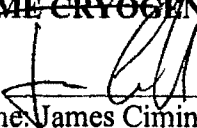
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Agreement, the Credit Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this 28 day of December, 2006.

~~ACME CRYOGENICS, INC.~~

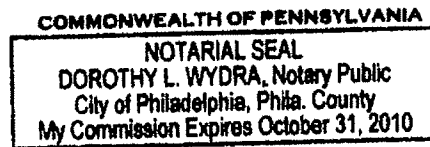
By: 
Name: James Ciminelli
Title: CFO

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 28 of December, 2006, before me personally appeared JAMES CIMINELLI, to me known and being duly sworn, deposes and says that ~~s~~he is authorized to sign on behalf of Acme Cryogenics, Inc.; that ~~s~~he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and ~~s~~he desires the same to be recorded as such.

Dorothy L. Wydra
Notary Public
My Commission Expires: 10/31/2010



(Acknowledgement to Trademark Security Agreement)

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