

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NuCO2 Inc.		05/28/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	NuCO2 Funding LLC		
Street Address:	2800 S.E. Market Place		
City:	Stuart		
State/Country:	FLORIDA		
Postal Code:	34997		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1985666	NUCO2	
Registration Number:	2068452	NUCO2	
Registration Number:	2691572	ACCUROUTE	
CORRESPONDENCE DATA			
Fax Number:	(212)310-1659		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-626-4557		
Email:	nyctrademarks@bakernet.com		
Correspondent Name:	Lisa W. Rosaya		
Address Line 1:	1114 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	56208903.1		
NAME OF SUBMITTER:	Lisa W. Rosaya		
Signature:	/lwr/		

CH \$90.00 1985666

Date:

05/28/2008

Total Attachments: 2

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IP Assignment Filings

CONTRIBUTION OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, NuCO₂ Inc., a corporation organized under the laws of Florida having an address at 2800 S.E. Market Place, Stuart, Florida 34997 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer, deliver and set over to NuCO₂ Funding LLC, a limited liability company organized under the laws of the State of Delaware having an address at 2800 S.E. Market Place, Stuart, Florida 34997 ("Assignee"), and Assignee's successors and assigns forever, pursuant to a certain First Tier Contribution Agreement entered into as of May 28, 2008 by and between the Assignor on the one hand, and the Assignee on the other, and Assignee hereby acquires from Assignor, all of Assignor's right, title and interest in and to:

the trademarks, service marks, trade names, logos, insignias, designs and other proprietary interests therein in the United States of America, including, without limitation, all registrations and applications for registration therefor in the United States of America listed on Exhibit A hereto, together with the whole of the goodwill of the business associated therewith, (the "Trademarks")

to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trademarks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignee had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement, dilution, misappropriation or other violation of the Trademarks, with the right to sue and collect damages for its own use and benefit, and for the use and on behalf of its successors or assigns.

From and after the date hereof, Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to Assignee possession and use of the Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed.

NuCO₂ Inc.

By: Eric M. Wechsler
Name: Eric M. Wechsler
Title: General Counsel
Date: May 28, 2008

EXHIBIT A

NuCO₂ (U.S. Reg. Nos. 1985666 and 2068452)

ACCURROUTE (U.S. Reg. No. 2691572)

NYCDMS/1088162.1

RECORDED: 05/28/2008

**TRADEMARK
REEL: 003784 FRAME: 0577**