

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NuCO2 IP LLC		05/28/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	US Bank National Association, as trustee		
<b>Street Address:</b>	60 Livingston Avenue		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1985666	NUCO2	
Registration Number:	2068452	NUCO2	
Registration Number:	2691572	ACCURROUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-1659		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-626-4557		
<b>Email:</b>	nyctrademarks@bakernet.com		
<b>Correspondent Name:</b>	Lisa W. Rosaya		
<b>Address Line 1:</b>	1114 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	56208903.1		
<b>NAME OF SUBMITTER:</b>	Lisa W. Rosaya		

CH \$90.00 1985666

Signature:	/lwr/
Date:	05/28/2008
<b>Total Attachments: 5</b> source=Grant of Security Interest (Indenture)#page1.tif source=Grant of Security Interest (Indenture)#page2.tif source=Grant of Security Interest (Indenture)#page3.tif source=Grant of Security Interest (Indenture)#page4.tif source=Grant of Security Interest (Indenture)#page5.tif	

**GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of May 28, 2008, made by NuCO<sub>2</sub> IP LLC, a Delaware limited liability company (the "Grantor") in favor of U.S BANK NATIONAL ASSOCIATION, as trustee ("Secured Party").

WHEREAS, the Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and all goodwill of any business associated and connected therewith or symbolized thereby; and

WHEREAS, pursuant to the Base Indenture, dated as of May 28, 2008, by and among the Grantor, NuCO<sub>2</sub> Funding LLC, a Delaware limited liability company, NuCO<sub>2</sub> LLC, a Delaware limited liability company, NuCO<sub>2</sub> Supply LLC, a Delaware limited liability company and the Secured Party (the "Agreement"), the Grantor granted, assigned and conveyed to Secured Party a continuing security interest in, and lien on, certain intellectual property, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 8.25(c) of the Agreement, the Grantor agreed to execute and deliver to Secured Party this Grant for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, the Grantor hereby pledges, assigns, conveys, delivers, transfers and sets over to Secured Party, and hereby grants to Secured Party, a security interest in the Grantor's right, title and interest in all of the Trademark Collateral to the extent now owned or at any time hereafter acquired by the Grantor, provided that the grant of security interest shall not include and no grant of security interest shall be deemed granted hereunder in any Trademark Collateral that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including, all such United States and foreign Trademark applications that are based on an intent-to-use such Trademark in commerce, provided that at such time the grant and/or enforcement of the security interest will not cause such Trademark Collateral to be invalidated, canceled, voided or abandoned, then such grant and/or enforcement of the security interest shall be deemed effective under this Grant.

1. The Grantor intends that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral. The Grantor hereby acknowledges the sufficiency and completeness of this Grant to create the security interest in the Trademark Collateral for the Secured Party, and the Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

2. The Grantor and Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may be terminated only in accordance with the terms of the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Grant to be duly executed and delivered as of the date first above written.

NuCO<sub>2</sub> IP LLC, as Grantor

By: Eric M. Wechsler

Name:

Title: Eric M. Wechsler  
General Counsel

[Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 003784 FRAME: 0617**

**Schedule 1 – Trademarks**

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>
<b>NuCO<sub>2</sub></b>	U.S. Reg. No. 1985666
<b>NuCO<sub>2</sub></b>	U.S. Reg. No. 2068452
<b>ACCURROUTE</b>	U.S. Reg. No. 2691572

STATE OF New York

: ss:

COUNTY OF New York

On the 28th day of May 2008, before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared Eric Wechsler, to me known to be the member and authorized signatory of NuCO<sub>2</sub> IP LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said limited liability company for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Penny Lynn Greenfield  
(Signature of Notary)

PENNY LYNN GREENFIELD  
Notary Public, State of New York  
No. 01GR4825842  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires November 30, 2010

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of New York

residing at 67-66 108<sup>th</sup> St, Forest Hills, NY  
11375

My appointment expires November 30, 2010

[Signature Page to Grant of Security Interest in Trademarks]