

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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 Inc.		05/28/2008	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NuCO2 Funding LLC		
<b>Street Address:</b>	2800 S.E. Market Place		
<b>City:</b>	Stuart		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34997		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<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	ACCUROUTE	
<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		
<b>Signature:</b>	/lwr/		

CH \$90.00 1985666

Date:

05/28/2008

**Total Attachments: 4**

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IP Security Interest Filing

**GRANT OF SECURITY INTEREST IN TRADEMARKS**

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "*Agreement*") is entered into as of May 28, 2008, and is made by NuCO<sub>2</sub> Inc., a corporation organized under the laws of Florida ("*Grantor*") in favor of NuCO<sub>2</sub> Funding LLC, a limited liability company organized under the laws of the State of Delaware ("*Secured Party*").

WHEREAS, Grantor is the owner of the United States trademark registrations identified and set forth on Schedule A attached hereto, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively, the "*Marks*");

WHEREAS, Grantor and the Secured Party are parties to the First Tier Contribution Agreement, dated as of the date hereof (the "*Contribution Agreement*") pursuant to which Grantor has agreed to grant in favor of the Secured Party, and the Secured Party has accepted, a continuing security interest in certain assets of Grantor, including, without limitation, the Marks;

WHEREAS, pursuant to the Contribution Agreement, Grantor wishes to grant, and the Secured Party wishes to accept, a continuing security interest in the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and subject to all applicable terms and conditions of the Contribution Agreement, Grantor and the Secured Party agree as follows:

The Grantor hereby grants a continuing security interest in all of the Grantor's right, title and interest in, to and under all of the Marks (collectively, the "*Trademark Collateral*"), to the Secured Party.

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Contribution Agreement and is expressly subject to the terms and conditions thereof. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Contribution Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall govern.

The Grantor hereby acknowledges the sufficiency and completeness of this Agreement to create the security interest in the Trademark Collateral for the Secured Party, and the Grantor hereby requests the Patent and Trademark Office to file and record the same together with the annexed Exhibit A.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \* \*

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their names by their duly authorized signatories as of the date first above written.

**EXECUTED AND DELIVERED** on and effective as of May 28, 2008.

NuCO<sub>2</sub> Inc.

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

NuCO<sub>2</sub> Funding LLC

By: NuCO<sub>2</sub> Inc., its Member

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

**EXHIBIT A**  
**TRADEMARKS**

**NuCO<sub>2</sub>** (U.S. Reg. Nos. 1985666 and 2068452)

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