

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wesco Gases, Inc.		10/16/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Matheson Tri-Gas, Inc.		
<b>Street Address:</b>	150 Allen Road		
<b>City:</b>	Basking Ridge		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07920		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3393019	AERIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)808-7897		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 808 7982		
<b>Email:</b>	dnambiar@kelleydrye.com		
<b>Correspondent Name:</b>	Deepak Nambiar		
<b>Address Line 1:</b>	101 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10178		
<b>ATTORNEY DOCKET NUMBER:</b>	041389-0005		
<b>NAME OF SUBMITTER:</b>	Deepak Nambiar		
<b>Signature:</b>	/deepak nambiar/		
<b>Date:</b>	10/21/2008		

CH \$40.00 3393019

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK is made on October 16, 2008, by Wesco Gases, Inc., a California corporation (the "Assignor"), to Matheson Tri-Gas, Inc., a Delaware corporation (the "Assignee").

### RECITALS

WHEREAS, Assignor filed an application for the trademark "AERIS" with the United States Patent and Trademark Office ("PTO") on September 23, 2005, which was granted by the PTO as Registration Number 3393019 on March 4, 2008;

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated October 7, 2008, by and between Assignee and Assignor (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the trademark (whether registered or unregistered), trade names and designs, together with all goodwill related to the foregoing owned by or licensed to Assignor, including but not limited to the "AERIS" trademark, and any and all renewals and extensions thereof (all of the foregoing being referred to herein as the "Trademarks"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to promptly execute and deliver to Assignee such agreements, certificates and other instruments of sale, conveyance, transfer and assignment and take such other action as may be reasonably requested by Assignee at Assignee's sole cost (a) to more effectively sell, convey, transfer and assign to and vest in Assignee (or to put Assignee in possession of) any of the Trademarks or (b) assist Assignee in registering the Trademarks with the appropriate governmental entities in any jurisdiction requested by Assignee.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Agreement, Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for, and remedies against, past, present or future infringement of any Trademark, rights of priority and protection of interest therein, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor, had this Assignment of Trademark not been made.

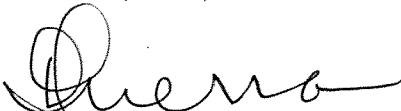
This Assignment of Trademark shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of California without regard to the conflict of law principles thereof.

This Assignment of Trademark may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument and electronic signature copies will be considered original signatures for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement of Trademark as of the date first above written.


**ASSIGNOR:**


WESCO GASES, INC., a California corporation,

By:   
Name: Dan Guerra  
Its: President

**ASSIGNEE:**

MATHESON TRI-GAS, INC., a Delaware corporation

By:   
Name: Dan Guerra  
Its: President

Bx   
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