

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TW Cryogenics LLC		06/15/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2757239	KEEPFULL	
Registration Number:	0734165	POLARSTREAM	
Registration Number:	2433853	EASYCARB	
Registration Number:	2416181	EASY CARB	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda R. Kastner		

OP \$115.00 2757239

900164976

TRADEMARK
REEL: 004227 FRAME: 0115

Signature:	/lk/
Date:	06/17/2010
Total Attachments: 7 source=Amended and Restated TSA Term B - TW Cryogenics#page1.tif source=Amended and Restated TSA Term B - TW Cryogenics#page2.tif source=Amended and Restated TSA Term B - TW Cryogenics#page3.tif source=Amended and Restated TSA Term B - TW Cryogenics#page4.tif source=Amended and Restated TSA Term B - TW Cryogenics#page5.tif source=Amended and Restated TSA Term B - TW Cryogenics#page6.tif source=Amended and Restated TSA Term B - TW Cryogenics#page7.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (TERM B)

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (TERM B), dated as of June 15, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as collateral agent for the Secured Parties referred to in the Guaranty and Security Agreement (as defined below) (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as agent for the Lenders and the L/C Issuers, the Term B Lenders, the other Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Amended and Restated Guaranty and Security Agreement (Term B) of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined therein) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement (Term B);

WHEREAS, Grantor previously executed that certain Trademark Security Agreement, dated as of December 7, 2007 (the "Prior Trademark Security Agreement");

WHEREAS, the parties hereto desire to amend and restate the Prior Trademark Security Agreement on the terms set forth herein and agree that (i) this Amended and Restated Trademark Security Agreement (Term B) amends and restates the Prior Trademark Security Agreement in its entirety and secures only Term Loan B, and (ii) a second Amended and Restated Trademark Security Agreement (Revolver and Term A) dated as of the date hereof by and from Grantor to Agent amends and restates the Prior Trademark Security Agreement in its entirety and secures only the Revolving Loan and Term Loan A; and

NOW, THEREFORE, in consideration of the premises and to induce the Term B Lenders and the Agent to enter into the Credit Agreement and to induce the Term B Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement (Term B) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Amended and Restated Trademark Security Agreement (Term B) may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

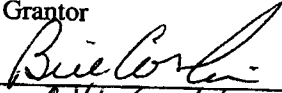
Section 6. Governing Law. This Amended and Restated Trademark Security Agreement (Term B) and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Trademark Security Agreement (Term B) to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

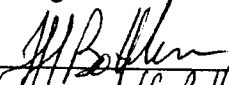
TW CRYOGENICS LLC,
as Grantor

By: 
Name: Bill Corbin
Title: CEO

[Signature Page to Amended and Restated
Trademark Security Agreement - TW Cryogenics LLC
(Term B)]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Jeff Bollen
Title: Its Duly Authorized Signatory

[Signature Page to Amended and Restated
Trademark Security Agreement - TW Cryogenics LLC
(Term B)]

Schedule I

TW Cryogenics LLC – Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
TW Cryogenics LLC	KEEPFULL	UNITED STATES	76/369,394	2,757,239	02/11/2002	Abandoned
TW Cryogenics LLC	EASYCARB	AUSTRALIA	773465	773465	09/18/1998	03/05/1999
TW Cryogenics LLC	EASYCARB	EPO Community Trademark	000953034	9534034	10/06/1998	04/17/2000
TW Cryogenics LLC	EASYCARB	GERMANY	398 57 381.6/0	398 57 381	10/06/1998	Abandoned
TW Cryogenics LLC	EASYCARB	UNITED KINGDOM	2178868	2178868	10/06/1998	10/06/1998
TW Cryogenics LLC	POLARSTREAM	UNITED STATES	124,150	734,165	07/17/1961	07/10/1962 To be terminated
TW Cryogenics LLC	POLARSTREAM	Community	000358085	000358085	04/01/1996	10/23/1998 To be terminated
TW Cryogenics LLC	POLARSTREAM	DENMARK	VA 05.429 1992	VR 1992 11011	07/29/1992	11/27/1992 To be terminated
TW Cryogenics LLC	POLARSTREAM	CANADA	264856	129506	09/09/1961	01/18/1963 To be terminated

A&R Guaranty and Security Agreement Schedules

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OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
TW Cryogenics LLC	POLARSTREAM	UNITED KINGDOM	824149	824149	08/11/1961	08/11/1982 To be terminated
TW Cryogenics LLC	EasyCARB	UNITED STATES	75/463,544	2,433,853	04/07/1998	03/06/2001
TW Cryogenics LLC	easyCARB & DESIGN	UNITED STATES	75/463,543	2,416,181	04/07/1998	12/26/2000