

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
CYROTECH INTERNATIONAL, INC.		08/03/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CHART INC.		
Street Address:	One Infinity Corporate Centre Drive		
City:	Garfield Heights		
State/Country:	OHIO		
Postal Code:	44125		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2894338	VBS	
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	216 622 8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	800 Superior Ave.		
Address Line 2:	1400 KeyBank Center		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	22459/05039		
NAME OF SUBMITTER:	Ryan W. Falk		
Signature:	/Ryan W. Falk/		

CH \$40.00 2894338

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**TRADEMARK
 REEL: 004256 FRAME: 0026**

Date:

08/06/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of August 2, 2010, by and among CRYOTECH INTERNATIONAL, INC. (formerly known as VBS International, Inc.), a Delaware corporation with an address of 114 Regent Drive, Los Gatos, California 95032 ("Assignor"), and CHART INC., a Delaware corporation with a place of business at One Infinity Corporate Centre Drive, Garfield Heights, OH 55125 ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated August 2, 2010 (the "Asset Purchase Agreement"), which provides, among other things, that Assignee is purchasing substantially all of the assets of Assignor; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interests in certain of the Assignor's intellectual property, and Assignee desires to accept the assignment of such intellectual property from Assignor, subject to the terms and conditions of the Asset Purchase Agreement and this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by Assignor (the "Marks"), including but not limited to those identified on Schedule A; (ii) all registrations, and applications for registration, of the Marks worldwide, including but not limited to the trademark registration identified on Schedule B; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.




Assignor covenants and agrees that it will, at any time upon written request by Assignee, do everything reasonable to aid the Assignee, its successors, assigns or other legal

representatives to document, effectuate or protect the ownership rights assigned herein, all without further consideration but at the expense of Assignee, its successors, assigns or other legal representatives.

[Signature page follows]


SCHEDULE A

MARKS

CRYOTECH INTERNATIONAL
 The logo for CRYOTECH INTERNATIONAL features a stylized 'S' shape on the left, followed by the words 'CRYOTECH' and 'INTERNATIONAL' stacked vertically on the right.
VBS
 The logo for VBS features a stylized 'V' shape on the left, followed by the letters 'VBS' on the right.
VBS INTERNATIONAL
CRYOTECH VBS INTERNATIONAL
 The logo for CRYOTECH VBS INTERNATIONAL features a stylized 'S' shape on the left, followed by the words 'CRYOTECH' and 'VBS INTERNATIONAL' stacked vertically on the right.
STATIFLEX
CRYOTECHFLEX
DYNAFLEX
POLYFLEX
CRYODOSER
ULTRADOSER
INTRODOSER
INERTER
SOFTDOSE
SAFEFILL

SCHEDULE B

U.S. TRADEMARK REGISTRATIONS

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Status/Notes
VBS & DESIGN 	76/484,601	01/17/2003	2,894,338	10/19/2004	Registered Security Interest Granted to Business Alliance Capital Company Next Renewal Due 10/19/2010

In witness whereof, Assignor has executed this Assignment as of this 3rd day of August, 2010.

ASSIGNOR

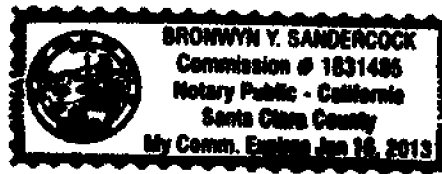
CRYOTECH INTERNATIONAL, INC.

By: _____

Title: PRESIDENT & CEO

State of CA)
County of Santa Clara)

ss:



Subscribed to and sworn before me on this 3rd day of August, 2010.

Bronwyn Y. Sandercock
Notary Public

My commission expires: 1/16/13