

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
Matheson Gas Products, Inc.		10/31/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Advanced Technology Materials, Inc.		
Street Address:	7 Commerce Dr.		
City:	Danbury		
State/Country:	CONNECTICUT		
Postal Code:	06810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2115190	SDS	
Registration Number:	2205571	SDS	
Registration Number:	3445321	SAFE DELIVERY SOURCE	
Registration Number:	3474573	SDS	
CORRESPONDENCE DATA			
Fax Number:	(919)419-9354		
Phone:	(919) 419-9350		
Email:	hip@hultquistip.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Steven J Hultquist		
Address Line 1:	PO Box 14329		
Address Line 4:	Research Triangle Pk, NORTH CAROLINA 27709		
ATTORNEY DOCKET NUMBER:	2771-218 [7485]		
NAME OF SUBMITTER:	Steven J. Hultquist		

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Signature:	/steven j. hultquist/
Date:	11/16/2011
Total Attachments: 5 source=218TrademarkAssignment#page1.tif source=218TrademarkAssignment#page2.tif source=218TrademarkAssignment#page3.tif source=218TrademarkAssignment#page4.tif source=218TrademarkAssignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Trademark Assignment Agreement") is made as of October 31, 2011 by and between and Matheson Tri-Gas, Inc., a Delaware corporation ("MTG") and Advanced Technology Materials, Inc., a Delaware corporation ("ATMI").

WHEREAS, ATMI and MTG are currently joint owners of the word and logo trademark rights incorporating the "SDS" and "Safe Delivery Source" names, including, without limitation, the United States trademark registration numbers: 2205571, 3445321 and 3474537 and Japan trademark registration number 4785109, and all common law rights that exist relating thereto (the "Marks");

WHEREAS, MTG and ATMI have entered into a Termination Agreement, dated as of the date hereof (the "Termination Agreement"), pursuant to which, among other things, the parties have terminated the SDS Agreement and VAC Agreement, and ATMI has purchased certain assets and assumed certain liabilities of MTG relating to the Business, in each case on the terms and conditions set forth therein; and

WHEREAS, pursuant to the Termination Agreement, MTG has agreed to sell, convey, transfer, assign and deliver to ATMI all of MTG's right, title and interest in, to and under the Marks with the intent that ATMI be the sole owner of the Marks, in each case on the terms and conditions set forth therein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed that:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Trademark Assignment Agreement shall have the meanings set forth in the Termination Agreement.

2. Assignment. MTG hereby sells, transfers, conveys, assigns and delivers to ATMI all of MTG's right, title and interest in, to and under the Marks, for ATMI's own use and behalf, and for the use and behalf of ATMI's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by MTG if this assignment and sale had not been made; and the right to file any action and recover damages by reason of past, present or future infringement, misappropriation, dilution or other unauthorized use of said Marks, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives. Upon the execution of this Trademark Assignment Agreement, the parties hereto agree that ATMI shall be the sole and exclusive owner of the Marks.

3. Documentation. MTG hereby agrees to execute, acknowledge and deliver to ATMI all documents, instruments and agreements as may be necessary to make a record with any governmental authorities (both foreign and domestic) or third parties of, and to otherwise

more fully confirm, ATMI's ownership of all right, title and interest in, to and under the Marks, pursuant to the terms and conditions of Section 6.3(a) of the Termination Agreement.

4. Subject to the Termination Agreement. This Trademark Assignment Agreement is being executed and delivered pursuant to, and is subject in all respects to the terms and conditions of the Termination Agreement, and all of the representations, warranties, covenants and agreements of MTG and ATMI contained therein, all of which shall survive the execution and delivery of this Trademark Assignment Agreement in accordance with the terms and conditions of the Termination Agreement. Nothing in this Trademark Assignment Agreement shall supersede, amend, alter, waive or modify (nor shall it be deemed or construed to supersede, amend, alter, waive or modify) any of the terms or conditions of the Termination Agreement in any manner whatsoever. In no event shall this Trademark Assignment Agreement be deemed or construed as creating any rights or obligations of MTG or ATMI that are in any way in addition to, or otherwise different from, those set forth in the Termination Agreement. In the event of any conflict between the provisions of this Trademark Assignment Agreement and the provisions of the Termination Agreement, the provisions of the Termination Agreement shall control and prevail.

5. Successors and Assigns. No party may assign this Trademark Assignment Agreement without the consent of the other party; *provided*, that, without such consent but with written notice to the other party: (a) ATMI may transfer or assign this Trademark Assignment Agreement to (i) one or more of its Affiliates (an "ATMI Assignee"), or (ii) any of its or ATMI Assignee's lenders as collateral security; *provided*, that no such transfer or assignment will relieve ATMI of its obligations hereunder and (b) MTG may transfer or assign this Trademark Assignment Agreement to one or more of its Affiliates; *provided*, that no such transfer or assignment will relieve MTG of its obligations hereunder. Any assignment in violation of the foregoing shall be null and void. Subject to the foregoing, this Trademark Assignment Agreement and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns of the parties hereto whether so expressed or not. For the avoidance of doubt, this Section 5 applies solely to assignment of this Trademark Assignment Agreement; it does not apply to any assignment or other transfer of any of the Acquired Assets.

6. Counterparts. This Trademark Assignment Agreement may be executed in counterparts (including by means of telecopied or scanned signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

7. Amendments; Waiver. This Trademark Assignment Agreement may only be amended in a writing, executed by MTG and ATMI, which states that it constitutes an amendment hereto and specifies the provisions hereof being amended. Any provision of this Trademark Assignment Agreement may be deemed to have been waived by a party only upon such party having executed and delivered to the other party a written instrument which states that it constitutes a waiver hereunder and specifies the provisions hereof being waived. No course of dealing between or among the parties hereto shall be deemed effective to modify, amend or

discharge any part of this Trademark Assignment Agreement or any rights or obligations of any such party or such holder under or by reason of this Trademark Assignment Agreement.

8. Severability. Whenever possible, each provision of this Trademark Assignment Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Trademark Assignment Agreement or the application of any such provision to any party or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Trademark Assignment Agreement. Further, the parties agree to replace a prohibited, illegal or unenforceable provision with a permitted, legal and enforceable provision which most closely approximates the intent and effect of the prohibited, illegal or unenforceable provision.

9. Governing Law; Jurisdiction

(a) All issues and questions concerning the construction, validity, enforcement and interpretation of this Trademark Assignment Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal law of the State of New York shall control the interpretation and construction of this Trademark Assignment Agreement, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

(b) EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY HERETO.


(c) Each of the parties hereto submits to the jurisdiction of any federal court sitting in New York, in any action or proceeding arising out of or relating to this Trademark Assignment Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court; *provided*, that if such federal court does not have jurisdiction, then each of the parties hereto submits to the jurisdiction of any state court in New York, and each of the parties hereby expressly submits to the personal jurisdiction and venue of such court for the purposes hereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each of the parties hereby irrevocably consent to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to its address set forth in the Termination Agreement.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

ATMI:

ADVANCED TECHNOLOGY MATERIALS, INC.

By: 
Name: DOUGLAS NEWBOLD
Title: CHAIRMAN, CEO, PRESIDENT

MTG:

MATHESON TRI-GAS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.


ATMI:

ADVANCED TECHNOLOGY MATERIALS, INC.

By: _____
Name:
Title:

MIG:

MATHESON TRI-GAS, INC.

By: 
Name: William Kroll
Title: Chairman & Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]