

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		12/30/2011	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:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85283695	CRYOSCIENCE BY TAYLOR-WHARTON	
Serial Number:	85283691	CRYOSCIENCE BY TAYLOR-WHARTON	
Serial Number:	85410359	FROST LINE BY TAYLOR-WHARTON	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
Phone:	312/876-7628		
Email:	linda.kastner@lw.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:	Linda Ruth 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 Kastner		

OP \$90.00 85283695

Signature:	/lk/
Date:	01/03/2012
Total Attachments: 5 source=TSA.Cryogenics.PIK#page1.tif source=TSA.Cryogenics.PIK#page2.tif source=TSA.Cryogenics.PIK#page3.tif source=TSA.Cryogenics.PIK#page4.tif source=TSA.Cryogenics.PIK#page5.tif	

TRADEMARK SECURITY AGREEMENT (PIK NOTES) (FIRST SUPPLEMENTAL FILING)

THIS TRADEMARK SECURITY AGREEMENT (PIK NOTES) (FIRST SUPPLEMENTAL FILING), dated as of December 30, 2011, 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 Note Purchase Agreement dated as of June 15, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), the Investor PIK Noteholders severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor agreed, pursuant to a Subordinated Guaranty and Security Agreement (PIK Notes) dated as of June 15, 2010 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 Trademark Security Agreement (PIK Notes) (First Supplemental Filing).

NOW, THEREFORE, in consideration of the premises and to induce the Investor PIK Noteholders and the Agent to enter into the Note Purchase Agreement and to induce the Investor PIK Noteholders 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 Trademark Security Agreement (PIK Notes) (First Supplemental Filing) 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 Trademark Security Agreement (PIK Notes) (First Supplemental Filing) 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 Trademark Security Agreement (PIK Notes) (First Supplemental Filing) 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 New York.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement (PIK Notes) (First Supplemental Filing) 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: Denise McDe
Title: Treasurer

[Signature Page to Trademark Security Agreement - TW Cryogenics LLC
(PIK Notes) (First Supplemental Filing)]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: [Signature]
Name: J. H. B. [Signature]
Title: IS Duly Authorized Signatory

[Signature Page to Trademark Security Agreement - TW Cryogenics LLC
(PIK Notes) (First Supplemental Filing)]

SCHEDULE I

OWNER OF RECORD	TITLE	SERIAL NUMBER	FILING DATE
TW Cryogenics LLC	Cryoscience By Taylor Wharton	85/283,695	04/01/2011
TW Cryogenics LLC	Cryoscience by Taylor Wharton	85/283,691	04/01/2011
TW Cryogenics LLC	Frost Line by Taylor Wharton	85/410,359	08/30/2011