

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL 3784/FRAME 0657			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	NuCO2 IP LLC		03/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	NuCO2 Funding LLC			
Street Address:	2800 S.E. Market Place			
City:	Stuart			
State/Country:	FLORIDA			
Postal Code:	34997			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	1985666	NUCO2	
	Registration Number:	2068452	NUCO2	
	Registration Number:	2691572	ACCURROUTE	
CORRESPONDENCE DATA				
Fax Number:	2122919868			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	212-558-4229			
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com			
Correspondent Name:	Raffaele A. DeMarco			
Address Line 1:	125 Broad Street			
Address Line 2:	Sullivan & Cromwell LLP			
Address Line 4:	New York, NEW YORK 10004-2498			
ATTORNEY DOCKET NUMBER:	016575/00011 (RAD)			

OP \$90.00 1985666

NAME OF SUBMITTER:	Raffaele A. DeMarco
Signature:	/Raffaele A. DeMarco/
Date:	03/08/2013
Total Attachments: 3 source=Termination of Trademark Grant - IP (Executed)#page1.tif source=Termination of Trademark Grant - IP (Executed)#page2.tif source=Termination of Trademark Grant - IP (Executed)#page3.tif	

TERMINATION OF TRADEMARK GRANT

This Termination of Trademark Grant (this "Termination Agreement") is given as of March 8, 2013, by NuCO₂ IP LLC, a Delaware limited liability company, with an address of 2800 S.E. Market Place, Stuart, Florida 34997 (the "Secured Party") for the benefit of NuCO₂ Funding LLC, a Delaware limited liability company, with an address of 2800 S.E. Market Place, Stuart, Florida 34997 (the "Grantor");

WHEREAS, the Grantor has fully discharged and satisfied the obligations secured by the Grant of Security Interest in Trademarks (the "Trademarks Grant") dated May 28, 2008. The Trademarks Grant was recorded in the United States Patent and Trademark Office at Reel 3784/Frame 0657 for Trademarks against all of the Grantor's right, title and interest in, to and under the trademark registrations identified in Exhibit A attached hereto, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively, the "Marks") (the Grantor's right, title and interest in, to and under the Marks collectively referred to as the "Trademark Collateral"); and

WHEREAS, the Grantor has requested that the Secured Party release, and the Secured Party is willing to release, subject to the terms hereof, its security interest, and any other right, title and interest it may have in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. The Secured Party does hereby terminate and release any and all security interests and all other right, title or interest that it may have in, to or under, the Trademark Collateral and thereby discharge the recordation of the Trademarks Grant against the Trademark Collateral.

2. The Secured Party hereby expressly authorizes the Grantor, its respective successors and any agents thereof, at the Grantor's expense, to take such further action and file such documents and termination statements as are reasonably necessary to effectuate and carry out the provision and intent of this Termination Agreement.

3. The Secured Party represents and warrants to the Grantor that it has not conveyed, transferred, granted a security interest in, hypothecated or otherwise pledged or disposed of any of the rights, title or interest granted to the Trademark Collateral under the Trademarks Grant to any party other than the Grantor.

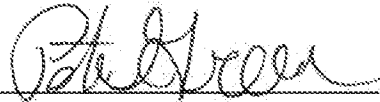
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Grant to be executed and delivered as of the date first written above.

NuCO₂ IP LLC

By: NuCO₂ Funding LLC, its Member

By: NuCO₂ Florida Inc., its Member

By: 
Name: Peter Green
Title: Senior Vice President,
General Counsel and
Secretary

[SIGNATURE PAGE TO TERMINATION OF TRADEMARK GRANT]

TRADEMARK
REEL: 004978 FRAME: 0765

EXHIBIT A

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>
NuCO ₂	U.S. Reg. No. 1985666
NuCO ₂	U.S. Reg. No. 2068452
ACCURROUTE	U.S. Reg. No. 2691572

[EXHIBIT A]