

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 0613

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		03/08/2013	National Association:

RECEIVING PARTY DATA

Name:	NuC02 IP 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
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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

TERMINATION OF TRADEMARK GRANT

This Termination of Trademark Grant (this "Termination Agreement") is given as of March 8, 2013, by U.S. Bank National Association, located at 60 Livingston Avenue, St. Paul, Minnesota 55107 (the "Trustee") for the benefit of NuCO₂ IP 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 0613 for Trademarks against the trademarks and service mark and the respective registrations therefor identified in Exhibit A attached hereto (collectively, the "Trademarks") and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, the Grantor has requested that the Trustee release, and the Trustee 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 Trustee hereby agrees as follows:

1. The Trustee does hereby terminate and release any and all security interests and liens 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 Trustee 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 Trustee 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.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: 

Name: Shannon M. Rantz
Title: Vice President

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]