

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL 3784/FRAME 0620

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NuCO2 Funding LLC		03/08/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	NuCO2 Florida Inc. (f/k/a NuCO2 Inc.)
Street Address:	2800 S.E. Market Place
City:	Stuart
State/Country:	FLORIDA
Postal Code:	34997
Entity Type:	CORPORATION: FLORIDA

**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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OP \$90.00 1985666

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

## TERMINATION OF TRADEMARK GRANT

This Termination of Trademark Grant (this "Termination Agreement") is given as of March 8, 2013, by NuCO<sub>2</sub> Funding 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 NuCO<sub>2</sub> Florida Inc. (f/k/a NuCO<sub>2</sub> Inc.), a Florida corporation, 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 0620 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.

NuCO<sub>2</sub> Funding LLC

By: NuCO<sub>2</sub> 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: 0944**

**EXHIBIT A**

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

[EXHIBIT A]