

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreements		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor-Wharton Cryogenics LLC	FORMERLY TW Cryogenics LLC	11/20/2013	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: 6			
Property Type	Number	Word Mark	
Registration Number:	0734165	POLARSTREAM	
Registration Number:	2416181	EASY CARB	
Registration Number:	2433853	EASYCARB	
Registration Number:	4155408	CRYOSCIENCE BY TAYLOR-WHARTON	
Registration Number:	4155409	CRYOSCIENCE BY TAYLOR-WHARTON	
Registration Number:	4309840	FROST LINE BY TAYLOR-WHARTON	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		

CH \$165.00 0734165

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	034890-0020
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NAME OF SUBMITTER:	Gayle D. Grocke
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Signature:	/gdg/
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Date:	11/27/2013
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Total Attachments: 5

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AMENDMENT TO TRADEMARK SECURITY AGREEMENTS

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENTS (this "Amendment"), dated as of November 20, 2013 is entered into between TAYLOR-WHARTON CRYOGENICS LLC (formerly known as TW Cryogenics LLC), a Delaware limited liability company ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent for lenders ("Agent").

WITNESSETH:

WHEREAS, the parties hereto are parties to (i) that certain Trademark Security Agreement dated as of February 6, 2008 which was filed with the United States Patent and Trademark Office on February 7, 2008 at Reel 3715, Frame 0589, (ii) that certain Trademark Security Agreement (PIK Notes) dated as of June 15, 2010 which was filed with the United States Patent and Trademark Office on June 17, 2010 at Reel 4227, Frame 0069, (iii) that certain Amended and Restated Trademark Security Agreement (Revolver and Term A) dated as of June 15, 2010 which was filed with the United States Patent and Trademark Office on June 17, 2010 at Reel 4227, Frame 0098, (iv) that certain Amended and Restated Trademark Security Agreement (Term B) dated as of June 15, 2010 which was filed with the United States Patent and Trademark Office on June 17, 2010 at Reel 4227, Frame 0115, (v) that certain Trademark Security Agreement (Revolver and Term A) (First Supplemental Filing) dated as of December 30, 2011 which was filed with the United States Patent and Trademark Office on January 3, 2012 at Reel 4690, Frame 0538, (vi) that certain Trademark Security Agreement (Term B) (First Supplemental Filing) dated as of December 30, 2011 which was filed with the United States Patent and Trademark Office on January 3, 2012 at Reel 4690, Frame 0545, and (vii) that certain Trademark Security Agreement (PIK Notes) (First Supplemental Filing) dated as of December 30, 2011 which was filed with the United States Patent and Trademark Office on January 3, 2012 at Reel 4690, Frame 0562 (collectively, the "Existing Trademark Security Agreements") and which granted to Agent, a first priority security interest in all of Grantor's Trademark Collateral listed on Schedule I attached hereto. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Agreements.

WHEREAS, the parties desire to amend the Existing Trademark Agreements to reflect the change of name of the Grantor from TW Cryogenics LLC to Taylor-Wharton Cryogenics LLC.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Agreements. The name of the Grantor is hereby changed from TW Cryogenics LLC to Taylor-Wharton Cryogenics LLC.
2. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Agreements or any other Loan Document.

3. Representations. Grantor hereby represents and warrants to Agent that (i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and (ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment. This Amendment may be authenticated by manual signature, facsimile or, if approved by Agent, other electronic means, all of which shall be equally valid.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

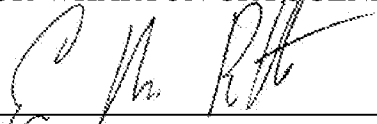
(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

TAYLOR-WHARTON CRYOGENICS LLC

By: 
Name: Eric M. Rottier
Title: Chief Executive Officer

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent


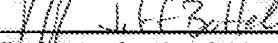
By: _____
Name: _____
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

TAYLOR-WHARTON CRYOGENICS LLC

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:  _____
Name:  _____
Title: Duly Authorized Signatory

SCHEDULE I

<u>Title</u>	<u>Trademark Number</u>
POLARSTREAM	0734165
EASY CARB	2416181
EASYCARB	2433853
CRYOSCIENCE BY TAYLOR-WHARTON	4155408
CRYOSCIENCE BY TAYLOR-WHARTON	4155409
FROST LINE BY TAYLOR-WHARTON	4309840