

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matheson Tri-Gas, Inc.		12/23/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Applied Energy Systems, Inc.		
Street Address:	180 Quaker Lane		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1628996	SEMI GAS SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	6106404548		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	610-647-8744		
Email:	gbuerkel@appliedenergysystems.com		
Correspondent Name:	Gail Buerkel		
Address Line 1:	180 Quaker Lane		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
NAME OF SUBMITTER:	Gail A. Buerkel		
Signature:	/Gail A. Buerkel/		
Date:	12/30/2013		
Total Attachments: 4 source=Paid-In-Full Email Confirm. 12-19-13#page1.tif source=Trademark Assignment Signed 12-23-08#page1.tif source=Trademark Assignment Signed 12-23-08#page2.tif source=Trademark Assignment Signed 12-23-08#page3.tif			

OP \$40.00 1628996

TRADEMARK ASSIGNMENT

This trademark assignment ("Assignment") is made effective as of December 23, 2008, from Matheson Tri-Gas, Inc. ("ASSIGNOR"), Applied Energy Systems, Inc. ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademarks (the "Marks") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products");

WHEREAS, ASSIGNOR AND ASSIGNEE entered into an asset purchase agreement on November 18, 2008, under which ASSIGNOR agrees to sell to ASSIGNEE and ASSIGNEE agrees to purchase certain of ASSIGNOR's assets, including the Marks (the Asset Purchase Agreement); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Transferred Assets as defined in the Asset Purchase Agreement, subject to certain licenses that are retained by ASSIGNOR pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the good and valuable consideration stipulated in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind, including any foreign registrations and rights, in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered and further defined in the Asset Purchase Agreement, (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks, and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and the Transferred Assets as defined in the Asset Purchase Agreement.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNOR
Matheson Tri-Gas, Inc.

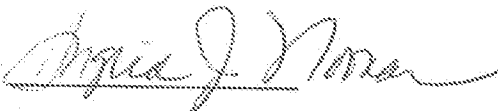


Joseph R. Bellitto
Executive V. P. & Chief Financial Officer
December 23, 2008

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
) SS
COUNTY OF SOMERSET)

On this 23 day of December, 2008, the above signatory, known to me to be Executive Vice President and Chief Financial Officer of Matheson Tri-Gas, Inc. appeared before me and acknowledged this instrument as a free and voluntary act on behalf of the ASSIGNOR with authority to do so and for the purpose set forth.

Notary Public Signature and Seal: 

GRID J NOCELLA
NOTARY PUBLIC OF NJ
Munsterdon County
My Commission Expires
February 23, 2009

EXHIBIT A

ASSIGNED TRADEMARK

U.S.P.T.O. -- United States Trademark Registration # 1628996

**SEMI  GAS
SYSTEMS**