

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM356119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Successor Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	0734165	POLARSTREAM	
Registration Number:	2416181	EASY CARB	
Registration Number:	2433853	EASYCARB	
Registration Number:	2757239	KEEPFULL	
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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	025646-0000		
NAME OF SUBMITTER:	Zeynep Gieseke		

CH \$190.00 0734165

SIGNATURE:	/zg/
DATE SIGNED:	09/24/2015

Total Attachments: 32

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ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “GECC”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “Retiring Agent”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “Antares”), acting in its capacity as the successor administrative agent (in such capacity, the “Successor Agent”).

RECITALS:

WHEREAS, Taylor-Wharton Cryogenics LLC (f/k/a TW Cryogenics LLC), as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “Agreements”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

Patent Security Agreement (PIK NOTES) recorded with the United States Patent and Trademark Office on June 18, 2010 at Reel 024555, Frame 0608

Trademark Security Agreement (PIK NOTES) recorded with the United States Patent and Trademark Office on June 17, 2010 at Reel 004227, Frame 0069

Trademark Security Agreement (PIK NOTES) (First Supplemental Filing) recorded with the United States Patent and Trademark Office on January 3, 2012 at Reel 4690, Frame 0562

Note: Trademark Assignment changing name from TW Cryogenics LLC to Taylor-Wharton Cryogenics LLC recorded with the United States Patent and Trademark Office on November 27, 2013 at Reel 005162, Frame 0391

Note: Patent Assignment changing name from TW Cryogenics LLC to Taylor-Wharton Cryogenics LLC recorded with the United States Patent and Trademark Office on November 27, 2013 at Reel 031731, Frame 0540

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/18/2010
501208650

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TW Cryogenics LLC	06/15/2010
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7073339
Patent Number:	6904758
Patent Number:	7028489
Patent Number:	6901973
Patent Number:	7114342
Patent Number:	7581407
Patent Number:	6276143
Patent Number:	7299650
Patent Number:	5309722
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312/876-7628
Email:	linda.kastner@lw.com
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins
Address Line 1:	233 S. Wacker Drive

OP \$360.00 7073339

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

Address Line 2:	Suite 5800
Address Line 4:	Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
--------------------	------------------

Total Attachments: 6

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PATENT SECURITY AGREEMENT (PIK NOTES)

THIS PATENT SECURITY AGREEMENT (PIK NOTES), dated as of June 15, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as collateral agent for the Secured Parties referred to in the Guaranty and Security Agreement (as defined below) (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement dated as of June 15, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), the Investor PIK Noteholders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Subordinated Guaranty and Security Agreement (PIK Notes) of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined therein) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement (PIK Notes);

NOW, THEREFORE, in consideration of the premises and to induce the Investor PIK Noteholders and the Agent to enter into the Note Purchase Agreement and to induce the Investor PIK Noteholders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement (PIK Notes) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement (PIK Notes) may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement (PIK Notes) and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement (PIK Notes) to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TW CRYOGENICS LLC,
as Grantor

By: Bigelorli
Name: Bill Lockin
Title: CEO

[Signature Page to Patent Security Agreement - TW Cryogenics LLC
(PIK Notes)]

ACCEPTED AND AGREED

as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: J. H. Balthus

Title: Its Duly Authorized Signatory

[Signature Page to Patent Security Agreement - TW Cryogenics LLC
(PIK Notes)]

Schedule 1

TW Cryogenics LLC - Patents

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE
TW Cryogenics LLC	PRESSURE CONTROL DEVICE FOR CRYOGENIC LIQUID VESSEL	UNITED STATES	10/754,756	7,073,339	01/09/2004	07/11/2006
TW Cryogenics LLC	CRYOGENIC VESSEL WITH AN ULLAGE SPACE VENTURI ASSEMBLY	UNITED STATES	10/671,762	6,904,758	09/26/2003	06/14/2005
TW Cryogenics LLC	OVER-PRESSURIZATION PROTECTION SYSTEM FOR CRYOGENIC VESSEL	UNITED STATES	10/742,968	7,028,489	12/22/2003	04/18/2006
TW Cryogenics LLC	PRESSURIZED LIQUID NATURAL GAS FILLING SYSTEM AND ASSOCIATED METHOD	UNITED STATES	10/754,783	6,901,973	01/09/2004	06/07/2005

A&R Guaranty and Security Agreement Schedules

CHI1173079.2

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/17/2010
900164966

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	SECURITY INTEREST															
CONVEYING PARTY DATA																
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>TW Cryogenics LLC</td><td></td><td>06/15/2010</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	TW Cryogenics LLC		06/15/2010	LIMITED LIABILITY COMPANY: DELAWARE								
Name	Formerly	Execution Date	Entity Type													
TW Cryogenics LLC		06/15/2010	LIMITED LIABILITY COMPANY: DELAWARE													
RECEIVING PARTY DATA																
Name:	General Electric Capital Corporation, as Agent															
Street Address:	201 Meritt 7															
City:	Norwalk															
State/Country:	CONNECTICUT															
Postal Code:	06856-5201															
Entity Type:	CORPORATION: DELAWARE															
PROPERTY NUMBERS Total: 4																
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>2757239</td><td>KEEPPULL</td></tr><tr><td>Registration Number:</td><td>0734165</td><td>POLARSTREAM</td></tr><tr><td>Registration Number:</td><td>2433853</td><td>EASYCARB</td></tr><tr><td>Registration Number:</td><td>2416181</td><td>EASY CARB</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	2757239	KEEPPULL	Registration Number:	0734165	POLARSTREAM	Registration Number:	2433853	EASYCARB	Registration Number:	2416181	EASY CARB	
Property Type	Number	Word Mark														
Registration Number:	2757239	KEEPPULL														
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Registration Number:	2433853	EASYCARB														
Registration Number:	2416181	EASY CARB														
CORRESPONDENCE DATA																
Fax Number:	(312)993-9767															
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																
Phone:	312/876-7628															
Email:	linda.kastner@lw.com															
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins															
Address Line 1:	233 S. Wacker Drive															
Address Line 2:	Suite 5800															
Address Line 4:	Chicago, ILLINOIS 60606															
NAME OF SUBMITTER:	Linda R. Kastner															

OP \$115.00 2757239

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

Signature:	/k/
Date:	06/17/2010
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TRADEMARK SECURITY AGREEMENT (PIK NOTES)

THIS TRADEMARK SECURITY AGREEMENT (PIK NOTES), dated as of June 15, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as collateral agent for the Secured Parties referred to in the Guaranty and Security Agreement (as defined below) (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement dated as of June 15, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), the Investor PIK Noteholders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Subordinated Guaranty and Security Agreement (PIK Notes) of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined therein) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (PIK Notes);

NOW, THEREFORE, in consideration of the premises and to induce the Investor PIK Noteholders and the Agent to enter into the Note Purchase Agreement and to induce the Investor PIK Noteholders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement (PIK Notes) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement (PIK Notes) may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement (PIK Notes) and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement (PIK Notes) to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TW CRYOGENICS LLC,
as Grantor

By: Brian Corbin
Name: Brian Corbin
Title: CEO

[Signature Page to Trademark Security Agreement - TW Cryogenics LLC
(PIK Notes)]

Schedule I

TW Cryogenics LLC – Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
TW Cryogenics LLC	KEEPPULL	UNITED STATES	76/369,394	2,757,239	02/11/2002	Abandoned
TW Cryogenics LLC	EASYCARB	AUSTRALIA	773465	773465	09/18/1998	03/05/1999
TW Cryogenics LLC	EASYCARB	EPO Community Trademark	000953034	9534034	10/06/1998	04/17/2000
TW Cryogenics LLC	EASYCARB	GERMANY	398 57 381.6/0	398 57 381	10/06/1998	Abandoned
TW Cryogenics LLC	EASYCARB	UNITED KINGDOM	2178868	2178868	10/06/1998	10/06/1998
TW Cryogenics LLC	POLARSTREAM	UNITED STATES	124,150	734,165	07/17/1961	07/10/1962 To be terminated
TW Cryogenics LLC	POLARSTREAM	Community	000358085	000358085	04/01/1996	10/23/1998 To be terminated
TW Cryogenics LLC	POLARSTREAM	DENMARK	VA 05.429 1992	VR 1992 11011	07/29/1992	11/27/1992 To be terminated
TW Cryogenics LLC	POLARSTREAM	CANADA	264856	129506	09/09/1961	01/18/1963 To be terminated

A&R Guaranty and Security Agreement Schedules

CH1173085.2

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TW Cryogenics LLC		12/30/2011	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: 3			
Property Type	Number	Word Mark	
Serial Number:	85283695	CRYOSCIENCE BY TAYLOR-WHARTON	
Serial Number:	85283691	CRYOSCIENCE BY TAYLOR-WHARTON	
Serial Number:	85410359	FROST LINE BY TAYLOR-WHARTON	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Linda Ruth Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda Kastner		
TRADEMARK REEL: 005629 FRAME: 0414			

OP \$90.00 85283695

TRADEMARK SECURITY AGREEMENT (PIK NOTES) (FIRST SUPPLEMENTAL FILING)

THIS TRADEMARK SECURITY AGREEMENT (PIK NOTES) (FIRST SUPPLEMENTAL FILING), dated as of December 30, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as collateral agent for the Secured Parties referred to in the Guaranty and Security Agreement (as defined below) (in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to the Note Purchase Agreement dated as of June 15, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), the Investor PIK Noteholders severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor agreed, pursuant to a Subordinated Guaranty and Security Agreement (PIK Notes) dated as of June 15, 2010 in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined therein) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (PIK Notes) (First Supplemental Filing).

NOW, THEREFORE, in consideration of the premises and to induce the Investor PIK Noteholders and the Agent to enter into the Note Purchase Agreement and to induce the Investor PIK Noteholders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement (PIK Notes) (First Supplemental Filing) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement (PIK Notes) (First Supplemental Filing) may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement (PIK Notes) (First Supplemental Filing) and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement (PIK Notes) (First Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TW CRYOGENICS LLC,

as Grantor

By: 
Name: Denise McDe
Title: Treasurer

[Signature Page to Trademark Security Agreement - TW Cryogenics LLC
(PIK Notes) (First Supplemental Filing)]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: [Signature]
Name: J. H. B. [Signature]
Title: IS Duly Authorized Signatory

[Signature Page to Trademark Security Agreement - TW Cryogenics LLC
(PIK Notes) (First Supplemental Filing)]

SCHEDULE I

OWNER OF RECORD	TITLE	SERIAL NUMBER	FILING DATE
TW Cryogenics LLC	Cryoscience By Taylor Wharton	85/283,695	04/01/2011
TW Cryogenics LLC	Cryoscience by Taylor Wharton	85/283,691	04/01/2011
TW Cryogenics LLC	Frost Line by Taylor Wharton	85/410,359	08/30/2011


EXHIBIT B

See attached

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
TW Cryogenics LLC	POLARSTREAM	UNITED KINGDOM	824149	824149	08/11/1961	08/11/1982 To be terminated
TW Cryogenics LLC	EasyCARB	UNITED STATES	75/463,544	2,433,853	04/07/1998	03/06/2001
TW Cryogenics LLC	easyCARB & DESIGN	UNITED STATES	75/463,543	2,416,181	04/07/1998	12/26/2000

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: _____
Title: Its Duly Authorized Signatory

JEFFREY BOTTCHER
DULY AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement - TW Cryogenics LLC
(PIK Notes)]

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE
TW Cryogenics LLC	PRESSURE MANAGEMENT SYSTEM FOR LIQUEFIED NATURAL GAS VEHICLE FUEL TANKS	UNITED STATES	10/950,120	7,114,342	09/24/2004	10/03/2006
TW Cryogenics LLC	METHOD OF USING DRY CRYOGENIC SHIPPING CONTAINER	UNITED STATES	11/977,597	7,581,407		09/01/2009
TW Cryogenics LLC	EXTERNAL PRESSURE BUILDING CIRCUIT FOR RAPID DISCHARGE CRYOGENIC LIQUID CYLINDER	UNITED STATES	09,484,092	6,276,143	01/18/2000	08/21/2001
TW Cryogenics LLC	DRY CRYOGENIC SHIPPING CONTAINER	UNITED STATES	11/257,936	7,299,650	10/25/2005	11/27/2007
TW Cryogenics LLC	TEMPERATURE CONTROL SYSTEM FOR LIQUID NITROGEN REFRIGERATOR	UNITED STATES	07/972,904	5,309,722	11/06/1992	05/10/1994

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A&R Guaranty and Security Agreement Schedules

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