

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382032

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank		04/25/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acme Cryogenics, Inc.		
<b>Street Address:</b>	3811 West Chester Pike, Building 2, Suite 200		
<b>City:</b>	Newtown Square		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19073		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2429182	ACME CRYOGENICS	
<b>Registration Number:</b>	2430709	ACME CRYOGENICS INC.	
<b>Registration Number:</b>	3324283	QUALITY CRYOGENICS	
<b>Registration Number:</b>	3356266	CRYOMAXX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>			
<b>Phone:</b>	612.492.6819		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Evan P. Everist		
<b>Address Line 1:</b>	Dorsey & Whitney LLP		
<b>Address Line 2:</b>	50 South Sixth Street, Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>ATTORNEY DOCKET NUMBER:</b>	059235-10718		
<b>NAME OF SUBMITTER:</b>	Evan Everist		
<b>SIGNATURE:</b>	/Evan Everist/		
<b>DATE SIGNED:</b>	04/26/2016		

OP \$115.00 2429182

**Total Attachments: 6**

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## TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this "Termination") is granted as of April 25, 2016 by **PNC BANK, NATIONAL ASSOCIATION** (the "Agent"), as agent for the financial institutions which are parties to the Loan Agreement, as hereinafter defined, (collectively, the "Lenders"), in favor of **ACME CRYOGENICS, INC.**, a Pennsylvania corporation (as successor in interest by merger to (1) Quality Cryogenics of Atlanta, LLC, a Georgia limited liability company and (2) AQC Acquisition Corporation, a Delaware corporation, the "Company").

### RECITALS

WHEREAS, the Agent, the Lenders and the Company are parties to that certain Revolving Credit, Term Loan and Security Agreement, dated as of December 28, 2006 (as has been amended, restated or otherwise modified, the "Loan Agreement");

WHEREAS, as a condition of the Lenders making advances to the Company as set forth in the Loan Agreement, the Company executed and delivered a Trademark Security Agreement (the "Security Agreement"), dated as of December 28, 2006, granting PNC a security interest in and lien on certain Collateral (as defined below);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("PTO") on March 2, 2007, at Reel 3492, Frame 0313, against certain trademarks identified on Schedule A hereto;

WHEREAS, the Company has satisfied all of the obligations under the Loan Agreement and has requested that the Lenders terminate and release their security interests in and liens on the Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lenders hereby agree as follows:

(1) Definitions.

(a) All capitalized terms used herein shall have the meaning ascribed to them in the Loan Agreement, unless otherwise defined in this Termination.

(b) The term "Collateral", as used herein, shall mean, collectively, all of Company's existing and future (i) Trademarks; (ii) Licenses; (iii) all of the goodwill of Company's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (v) proceeds of any of the foregoing.

(c) "Licenses" shall mean any license agreement with any other party, whether Company is a licensor or licensee under any such license agreement, if any, including, without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, and the right

to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Company and now or hereafter covered by such licenses.

(d) “Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) renewals thereof; (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world.

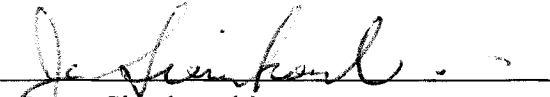
(2) Release of Security Interest in Collateral. The Lenders hereby terminate, release and discharge their security interest in the Collateral (including without limitation those Trademarks listed on Schedule A hereto).

(3) Reassignment. The Lenders hereby reassign, grant and convey to the Company, without any representation, recourse or undertaking by the Lenders, all of the Lenders’ right, title and interest in and to the Collateral.

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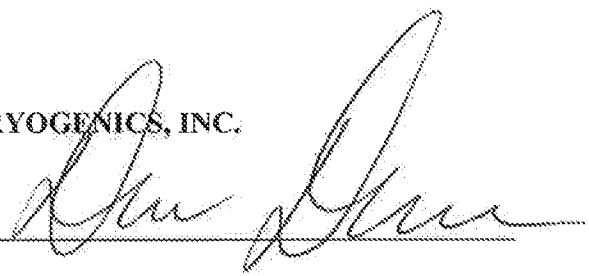
IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent and as a Lender

By:   
Name: James Sierakowski  
Title: Vice President

ACME CRYOGENICS, INC.

By: \_\_\_\_\_


A handwritten signature in cursive script, appearing to read "Dan [unclear]", written over a horizontal line.

Name:

Title:

**Schedule A**

**TRADEMARKS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No. / App. No.</u>	<u>Reg. Date / Appl. Date</u>	<u>Owner</u>
 ACME CRYOGENICS & design	US	2429182 / 75/604152	2/20/2001/ 12/9/1998	Acme Cryogenics, Inc. (PA)
ACME CRYOGENICS INC.	US	2430709 / 75/603420	2/27/2001 / 12/9/1998	Acme Cryogenics, Inc. (PA)
QUALITY CRYOGENICS	US	3324283 / 78/891622	10/30/2007 / 5/24/2006	Acme Cryogenics, Inc. (PA)
CRYOMAXX	US	3356266 / 78/888479	12/18/2007 / 5/20/2006	Acme Cryogenics, Inc. (PA)

**Schedule B**

LICENSES

None.