

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acme Cryogenics, Inc.		04/25/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, for itself and as administrative agent for the Lenders		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2429182	ACME CRYOGENICS	
Registration Number:	2430709	ACME CRYOGENICS INC.	
Registration Number:	3324283	QUALITY CRYOGENICS	
Registration Number:	3356266	CRYOMAXX	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	612.492.6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	059235-10718		
NAME OF SUBMITTER:	Evan Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	04/26/2016		

OP \$115.00 2429182

Total Attachments: 4

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Confirmatory Grant of Intellectual Property

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of April 25, 2016, by and from ACME CRYOGENICS, INC. (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Acme Cryogenics, Inc., Acme Merger Sub Inc., the Lenders and the Secured Party have entered into a Credit Agreement dated as of the date hereof (as hereafter amended, supplemented, extended, restated, or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders have agreed to extend to the Grantors certain credit accommodations;

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of April 25, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office;

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

ACME CRYOGENICS, INC.

By: 

Name: Dennis Dunegan


Title: Vice President & Assistant Secretary

Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005778 FRAME: 0428

EXHIBIT A

U.S. 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)