

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLADSTONE INVESTMENT CORPORATION		04/25/2016	Corporation:
RECEIVING PARTY DATA			
Name:	ACME CRYOGENICS, INC.		
Street Address:	2801 Mitchell Ave		
City:	Allentown		
State/Country:	PENNSYLVANIA		
Postal Code:	18103		
Entity Type:	Corporation: PENNSYLVANIA		
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:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP		
Address Line 1:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036-6797		
ATTORNEY DOCKET NUMBER:	375934-146050		
NAME OF SUBMITTER:	Violetta Kokolus		
SIGNATURE:	/Violetta Kokolus/		
DATE SIGNED:	05/02/2016		
Total Attachments: 6			
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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Termination") is granted as of April 25, 2016 by **GLADSTONE INVESTMENT CORPORATION** ("Purchaser"), in favor of **ACME CRYOGENICS, INC.**, a Pennsylvania corporation (as successor in interest by merger to AQC Acquisition Corporation, a Delaware corporation, the "Company").

RECITALS

WHEREAS, the Purchaser and the Company are parties to that certain Note Purchase Agreement, dated as of December 28, 2006 (as has been amended, restated or otherwise modified, the "Note Purchase Agreement");

WHEREAS, as a condition of Purchaser purchasing the Note as set forth in the Note Purchase Agreement, the Company executed and delivered an Intellectual Property Security Agreement (the "Security Agreement"), dated as of December 28, 2006, granting the Purchaser a security interest in and lien on certain Collateral (as defined below);

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office ("PTO") on December 28, 2006, at Reel 018688, Frame 0319, against certain patents identified on Schedule A hereto;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the PTO on March 2, 2007, at Reel 3452, Frame 0477, against certain trademarks identified on Schedule B hereto;

WHEREAS, the Company has satisfied all of the obligations under the Note Purchase Agreement and has requested that the Purchaser 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 Purchaser hereby agrees as follows:

(1) Definitions.

(a) All capitalized terms used herein shall have the meaning ascribed to them in the Credit 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) Patents; (ii) Trademarks; (iii) Licenses; (iv) 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, 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) “Patents” shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Schedule A attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part 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 payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; (iv) all rights corresponding thereto throughout the world.

(e) “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 B 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.

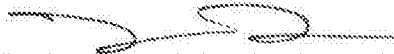
(2) Release of Security Interest in Collateral. The Purchaser hereby terminates, releases and discharges its security interest in the Collateral (including without limitation those Patents and Trademarks listed on Schedules A and B hereto).

(3) Reassignment. The Purchaser hereby reassigns, grants and conveys to the Company, without any representation, recourse or undertaking by the Purchaser, all of the Purchaser’s 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.

GLADSTONE INVESTMENT CORPORATION

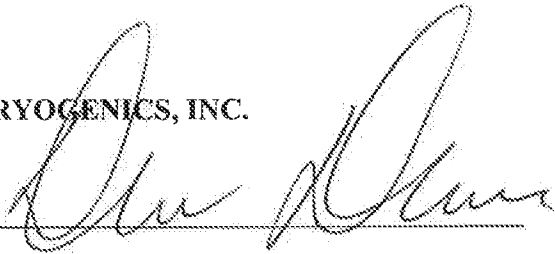
By: 
Name: DANIEL BULLUM
Title: President

ACME CRYOGENICS, INC.

By: _____

Name:

Title:

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


Schedule A

PATENTS

Title	Application No.	Application Date	Publication No.	Publication Date
Extended stem globe valve	6,302,374	1/21/00	US6302374 BA	10/16/01

Schedule B

TRADEMARKS

Trademark	Jurisdiction	Reg. No. / App. No.	Reg. Date / Appl. Date	Owner
 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)