

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512330

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|---|---|------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cryogenics Experts, LLC | | 01/25/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. Bank National Association | | |
| Street Address: | BC-MN-H03O, 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: | 3904403 | CEXI | |
| Registration Number: | 3904404 | CEXI | |
| Registration Number: | 3913525 | CRYOGENIC EXPERTS INC. | |
| Registration Number: | 3904287 | CEXI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3036293450 | | |
| <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: | 303-629-3400 | | |
| Email: | burtner.jody@dorsey.com | | |
| Correspondent Name: | Dorsey & Whitney LLP | | |
| Address Line 1: | 1400 Wewatta Street, Suite 400 | | |
| Address Line 2: | IP Department | | |
| Address Line 4: | Denver, COLORADO 80202-5549 | | |
| ATTORNEY DOCKET NUMBER: | 059235-10718 | | |
| NAME OF SUBMITTER: | Jody L. Burtner | | |
| SIGNATURE: | /Jody L. Burtner/ | | |
| DATE SIGNED: | 03/01/2019 | | |
| Total Attachments: 4 | | | |

OP \$115.00 3904403

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Confirmatory Grant”) is made effective as of January 25, 2019, by and from CRYOGENIC EXPERTS, LLC (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., Cryogenic Experts, LLC, the Lenders and the Secured Party have entered into an Amended and Restated 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 Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of the date hereof (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; and

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 and all of the obligations and liabilities of the Guarantors under the Guaranty. 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.

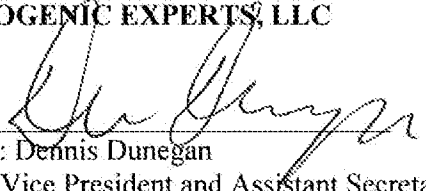
(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(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 in Intellectual Property effective as of the date first written above.

CRYOGENIC EXPERTS, LLC

By: 
Name: Dennis Dunegan
Title: Vice President and Assistant Secretary

[Signature Page to Confirmatory Grant of Security Interest in Intellectual Property]

EXHIBIT A TO
CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Registered Trademarks:

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Reg. No. / App. No.</u> | <u>Reg. Date / Appl. Date</u> | <u>Owner</u> |
|---------------------------|---------------------|--------------------------------|-----------------------------------|--------------|
| CEXI | US | 3904403 / 85/057450 | 1/11/2011 / 6/8/2010 | Grantor |
| CEXI | US | 3904404 / 85/057465 | 1/11/2011 / 6/8/2010 | Grantor |
| CRYOGENIC EXPERTS INC. | US | 3913525 / 85/052252 | 2/1/2011 / 6/1/2010 | Grantor |
| CEXI | US | 3904287 / 85/052257 | 1/11/2011 / 6/1/2010 | Grantor |