

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM164849

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WESTAIR GASES & EQUIPMENT, INC.		02/28/2024	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent		
<b>Street Address:</b>	Attn: Kelly Hogan		
<b>Internal Address:</b>	12255 El Camino Real, Suite 200		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92130		
<b>Entity Type:</b>	National Banking Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3017852	WESTAIR	
<b>Registration Number:</b>	4793112	WESTAIR	
<b>Registration Number:</b>	4793113	WESTAIR	
<b>Registration Number:</b>	6785388	WESTAIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8443453178		
<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>	8583141200		
<b>Email:</b>	sbhatmuley@jonesday.com		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	250 Vesey Street		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10281-1047		
<b>NAME OF SUBMITTER:</b>	Kiersten Severson		
<b>SIGNATURE:</b>	Kiersten Severson		
<b>DATE SIGNED:</b>	03/05/2024		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 28, 2024, is made between WESTAIR GASES & EQUIPMENT, INC., a California corporation (the “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the “Administrative Agent”) for each of the Secured Parties.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, Cryogenic Resources, LLC, a California limited liability company (“Cryogenic”), K&S Commercial Investments, LLC, a California limited liability company (“K&S”), and ALC Investments, LLC, a California limited liability company (“ALC”), and together with WestAir, Cryogenic and K&S, the “Borrowers”, and each individually, a “Borrower”), the various Guarantors as are or may become parties thereto, the various financial institutions as are or may become parties thereto (collectively, the “Lenders”) and the Administrative Agent, the Lenders have extended Commitments to make financial accommodations to the Borrowers;

WHEREAS, the Grantor is a party to that certain Security Agreement, dated as of February 28, 2024 (as further amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent for the Secured Parties;

WHEREAS, as a condition precedent to the making of the Loans and the issuance of any Letters of Credit under the Credit Agreement, the Grantor is required to execute and deliver this Agreement;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the Loans made and Letters of Credit (including the initial borrowing) issued from time to time to the Borrowers by the Lenders and the Issuing Lender pursuant to the Credit Agreement.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuing Lender to make Loans and issue Letters of Credit (including the initial borrowing) to the Borrowers pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Interest Rate Hedges, the Grantor agrees, for the benefit of each Secured Party, as follows.

*Section 1. Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

*Section 2. Grant of Security Interest.* For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

*Section 3. Security Agreement.* This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

*Section 4. Release of Security Interest.* Upon payment in full of all Obligations, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all

instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

*Section 5. Acknowledgment.* The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


*Section 6. Loan Document, Etc.* This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

*Section 7. Counterparts.* This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. This Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which are hereby consented to and shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The parties hereto consent to the use of electronic signatures and records with respect to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WESTAIR GASES & EQUIPMENT, INC.

By:   
Name: Stephen Castiglione  
Title: CEO

PNC BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Kelly Hogan  
Title: Senior Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 008361 FRAME: 0135**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WESTAIR GASES & EQUIPMENT, INC.

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

Name: Stephen Castiglione

Title: CEO

PNC BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: Kelly Hogan \_\_\_\_\_

Name: Kelly Hogan

Title: Senior Vice President

**ATTACHMENT 1  
TO TRADEMARK SECURITY AGREEMENT**

**ITEM A. TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
WESTAIR	United States	78487919	2004-09-22	3017852	2005-11-22	WESTAIR GASES & EQUIPMENT, INC.
WESTAIR	United States	86325551	2014-07-01	4793112	2015-08-18	WESTAIR GASES & EQUIPMENT, INC.
	United States	86325561	2014-07-01	4793113	2015-08-18	WESTAIR GASES & EQUIPMENT, INC.
WESTAIR	United States	90746313	2021-06-01	6785388	2022-07-12	WESTAIR GASES & EQUIPMENT, INC.
WESTAIR	Mexico	681437	2004-10-11	864396	2004-12-16	WESTAIR GASES & EQUIPMENT, INC.
WESTAIR	Mexico	681438	2004-10-11	863867	2004-12-15	WESTAIR GASES & EQUIPMENT, INC.

**ITEM B. TRADEMARK LICENSES**

None.