

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Air Liquide America LP		05/31/2008	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Air Liquide Cylinder LLC		
<b>Street Address:</b>	2700 Post Oak Blvd, ste 1800		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2986047	ALPHATECH	
Registration Number:	2621434	RESPAL	
Registration Number:	2590923	ALNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)624-8950		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713 624 8850		
<b>Email:</b>	charlotta.ljungdahl@airliquide.com		
<b>Correspondent Name:</b>	Charlotta Ljungdahl		
<b>Address Line 1:</b>	2700 Post Oak Blvd, ste 1800		
<b>Address Line 4:</b>	Houston, TEXAS 77056		
<b>ATTORNEY DOCKET NUMBER:</b>	ALASG TM ASSIGNMENTS		
<b>NAME OF SUBMITTER:</b>	Charlotta Ljungdahl		

CH \$90.00 2986047

Signature:

/charlotta ljungdah/

Date:

12/04/2008

Total Attachments: 2

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**AGREEMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT OF  
ASSETS AND ASSUMPTION OF OBLIGATIONS**

This Agreement of Conveyance, Transfer and Assignment of Assets and Assumption of Obligations ("Transfer and Assumption Agreement") is made as of May 31, 2008, by and between Air Liquide America L.P., a Delaware limited partnership ("Assignor"), and Air Liquide Cylinder LLC, a Delaware limited liability company ("Assignee").

In consideration of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

**Section 1. Assignment.**



be deemed not to have been transferred to and assumed by Assignee pursuant to this Transfer and Assumption Agreement and, in such event, Assignor shall promptly deliver to Assignee appropriate instruments of assumption or confirmation in order to evidence the assumption or confirmation of retention by Assignor of any such liabilities or contract or other obligations.

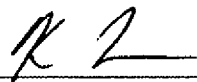
**Section 3. Headings.** The descriptive headings contained in this Transfer and Assumption Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Transfer and Assumption Agreement.

**Section 4. Governing Law.** This Transfer and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within that state, except that any conveyances of leaseholds and real property made herein shall be governed by the laws of the respective jurisdictions in which such property is located.

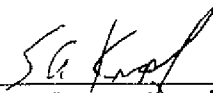
IN WITNESS WHEREOF, this Transfer and Assumption Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

**AIR LIQUIDE AMERICA L.P., Assignor**

By: ALA GP LLC  
General Partner

By:   
Name: Kevin Feeney  
Title: Secretary

**AIR LIQUIDE CYLINDER LLC, Assignee**

By:   
Name: Scott Kraef  
Title: President