

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gasco Affiliates, L.L.C.		01/17/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4062454	ECOSMART REFILLABLE CYLINDER	
Registration Number:	3943257	GASCO	
CORRESPONDENCE DATA			
Fax Number:	3125693462		
<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:	3125691462		
Email:	ipdocketchicago@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	191 North Wacker Drive, Suite 3700		
Address Line 2:	c/o Mita K. Lakhia, Esq.		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	550243		
NAME OF SUBMITTER:	Mita K. Lakhia		
SIGNATURE:	/Mita K. Lakhia/		
DATE SIGNED:	01/19/2017		
Total Attachments: 5			
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Notice of Security Interests in Trademarks

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of January 17, 2017 (this "Trademark Security Agreement"), made by Gasco Affiliates, L.L.C., a Florida limited liability company (the "Grantor"), in favor of Manufacturers and Traders Trust Company, as Administrative Agent (the "Administrative Agent").

WHEREAS, under the terms of the Credit and Security Agreement, by and among the Grantor, the other Loan Parties party thereto, the lenders party thereto, and the Administrative Agent (the "Credit and Security Agreement"), the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "USPTO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Credit and Security Agreement.

SECTION 2. *Grant of Security Interest.* To secure the payment and performance in full of all of the Secured Obligations, the Grantor pursuant to the Credit and Security Agreement hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office), and all renewals thereof, including those listed on Schedule I hereto; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. *Security for Obligations.* The grant of a security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. *Recordation.* The Grantor hereby requests and authorizes the USPTO to record this Trademark Security Agreement against the Trademark Collateral.

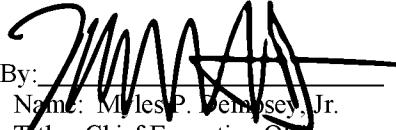
SECTION 5. *Counterparts.* This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GASCO AFFILIATES, L.L.C.,
as Grantor

By: 
Name: Myles P. Demosey, Jr.
Title: Chief Executive Officer

**LENDER: MANUFACTURERS AND TRADERS
TRUST COMPANY,**
in its capacity as Administrative Agent

By: 



Name: John Parisio

Title: Vice President

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 005970 FRAME: 0127

Trademarks Owned by the Grantor*U.S. Trademark Registrations*

Mark	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
ECOSMART REFILLABLE CYLINDER  refillable cylinder	85187487 30-NOV-2010	4062454 29-NOV-2011	6	GASCO AFFILIATES, LLC
GASCO 	85012466 13-APR-2010	3943257 12-APR-2011	3 6 39 40	GASCO AFFILIATES, LLC