

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A-Gas US Inc.		05/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited		
Street Address:	1 King's Arms Yard		
Internal Address:	Third Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5722950	PURECHEM	
Registration Number:	5058825	PENGUIN	
Registration Number:	5062889		
Registration Number:	5089840	DIVERSIFIED PURE CHEM	
Registration Number:	4493750	RAPID RECOVERY	
Registration Number:	4504225	RAPID RECOVERY	
Registration Number:	2693114	RAPREC	
Registration Number:	4512831	RECOVER RECLAIM RETURN	
Registration Number:	4512832	RECOVER · RECLAIM · RETURN	
Registration Number:	4790507	REFRIGERANT ABATEMENT EXPERTS	
Registration Number:	4790508	REFRIGERANT ABATEMENT EXPERTS	
Registration Number:	3514454	REFRIGERANT ABATEMENT EXPERTS	
Registration Number:	4483823	RR	
Registration Number:	4483824	RR	
Registration Number:	4414566	SAVING THE PLANET ONE RECOVERY AT A TIME	
Registration Number:	4414567	SAVING THE PLANET ONE RECOVERY AT A TIME	
Registration Number:	4414883	THE VAULT	
Registration Number:	4414885	THE VAULT	

CH \$465.00 5722950

CORRESPONDENCE DATA**Fax Number:** 2024083141

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.

Phone: 2024083141**Email:** jean.paterson@cscglobal.com**Correspondent Name:** CSC**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	778923
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NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	05/23/2019
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Total Attachments: 5

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("**Agreement**"), dated as of May 23, 2019 is made by A-Gas US Inc. (the "**Grantor**"), in favor of Wilmington Trust (London) Limited, as Security Agent (the "**Agent**") for the Secured Parties under the Intercreditor Agreement, dated as of July 25, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), between, amongst others, the Parent, the Security Agent and the financial institutions listed therein.

W I T N E S S E T H:

WHEREAS, the Grantor is party to the Intercreditor Agreement;

WHEREAS, in connection with the Secured Debt Documents, the Grantor has executed and delivered, as applicable, a supplement dated as of February 4, 2019, to the Security Agreement dated as of September 1, 2017, whereby the Grantor became a party thereto (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

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 provided by reference in the Intercreditor Agreement and the Security Agreement.
2. Grant of Security Interest. Subject to the Agreed Security Principles, the Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks listed on Schedule A hereto, including the right to receive all Proceeds therefrom (collectively, the "**Collateral**"), to the Agent for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations; provided, that (x) the Collateral for any Secured Obligations shall not include any Excluded Property and (y) none of the foregoing items shall constitute Collateral to the extent that the grant of the Security Interest therein would violate any Requirement of Law or constitute or result in the abandonment, termination, acceleration, invalidation or rendering unenforceable of any right, title or interest therein or result in a breach of the terms of or constitute a breach or default thereunder, including any "intent to use" Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.
3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and

conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. For avoidance of doubt, the terms of this Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Debt Financing Agreements.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Debt Financing Agreements and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signatures follow]

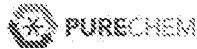


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

A-GAS US INC.,
as Grantor

By: 

Name: RICHARD STEWART
Title: GROUP CFO

SCHEDULE A
U.S. Trademark Registrations and Applications

Owner	Application or Registration Number	Trademark
A-Gas US Inc.	5722950	PURECHEM 
A-Gas US Inc.	5058825	Penguin
A-Gas US Inc.	5062889	DPC Logo
A-Gas US Inc.	5089840	Diversified Pure Chem
A-Gas US Inc.	4493750	RAPID RECOVERY
A-Gas US Inc.	4504225	RAPID RECOVERY
A-Gas US Inc.	2693114	RAPREC
A-Gas US Inc.	4512831	RECOVER RECLAIM RETURN <small>RECOVER - RECLAIM - RETURN</small>
A-Gas US Inc.	4512832	RECOVER RECLAIM RETURN <small>RECOVER - RECLAIM - RETURN</small>
A-Gas US Inc.	4790507	REFRIGERANT ABATEMENT EXPERTS
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A-Gas US Inc.	4414567	SAVING THE PLANET ONE RECOVERY AT A TIME
A-Gas US Inc.	4414883	THE VAULT
A-Gas US Inc.	4414885	THE VAULT
A-Gas US Inc.	612751 [Arizona state registration]	CONSOLIDATED REFRIGERANT RECLAIM
A-Gas US Inc.	4031444 [Ohio state registration – fictitious name]	A-GAS AMERICAS
A-Gas US Inc.	4031403 [Ohio state registration – trade name]	A-GAS AMERICAS

Owner	Application or Registration Number	Trademark
A-Gas US Inc.	1958548 [Ohio state registration]	REMTEC INTERNATIONAL
A-Gas US Inc.	803192786 [Texas state registration]	Coolcarbon
A-Gas US Inc.	803192786 [Texas state registration]	Coolgas
A-Gas US Inc.	803192786 [Texas state registration]	Condor Products
A-Gas US Inc.	803192786 [Texas state registration]	Discount Refrigerants
A-Gas US Inc.	803192786 [Texas state registration]	Diversified Pure Chem
A-Gas US Inc.	803192786 [Texas state registration]	Firegas