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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): NUCO2, Inc. 2800 S.E. Market Place Stuart, Florida 34997

2. Name and address of receiving party(ies) Name: BNP Paribas Internal 787 Seventh Avenue Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Grant of Security Interest

Street Address: City: New York State: NY Zip: 10019 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other commercial bank

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Danice Kowalczyk, Esq. Internal Address: White & Case Street Address: 1155 Avenue of the Americas City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 23-1705 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Danice Kowalczyk, Esq. Signature Date 8/28/03

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002844 FRAME: 0586

MARK

REG. NO.

REG. DATE

Marks

Country

Registration No.

1. NuCo ₂ Inc.	USA	2,068,452, 1,985,666, 76/471,536
2. Accuroute	USA	2,691,572
3. Elevating the Co ₂ Standard	USA	76/471,525
4. The New Co ₂ Standard for Fountain Beverages	USA	76/471,526
5. Design only	USA	76/471,449

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NuCo₂ Inc., a Florida corporation, (the "Grantor") with principal offices at 2800 S.E. Market Place, Stuart, Florida 34997, hereby grants to BNP Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, NY 10019, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 25, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 15th day of August, 2003.

NuCo₂ Inc., Grantor

By: Eric M. Wechsler
Name: Eric Wechsler
Title: General Counsel

BNP Paribas,
as Collateral Agent and Grantee

By: Richard Cushing
Name: RICHARD CUSHING
Title: Director

STATE OF New York)
COUNTY OF New York) ss.:

On this 25th day of August, 2003, before me personally came Eric Wechsler who, being by me duly sworn, did state as follows: that he is General Counsel of NuCo₂ Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

NEERAV SHAH
Notary Public, State of New York
No. 01SH6080901
Qualified in New York County
Commission Expires Sept. 23, 2006