

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HydroChem Industrial Services, Inc.		06/08/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Royal Bank of Scotland plc, as Collateral Agent
Street Address:	101 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10178
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1444477	LANSCO
Registration Number:	1522916	CAVIFLOW
Registration Number:	1540872	SILENTSTEAM
Registration Number:	1596802	SLUG FLUSH
Registration Number:	1686780	LANSCO
Registration Number:	2067032	
Registration Number:	2119023	HYDROCHEM

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-993-2622
 Email: gayle.grocke@lw.com
 Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
 Address Line 1: 233 S. Wacker Drive

OP \$190.00 1444477

Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	038264-0107
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	06/11/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 8, 2007 is entered into by HydroChem Industrial Services, Inc., a Delaware corporation (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and The Royal Bank of Scotland plc, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement dated as of June 8, 2007 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. 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 control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's written approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

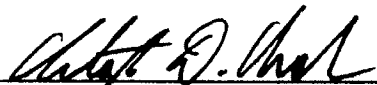
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

HYDROCHEM INDUSTRIAL SERVICES, INC.

By: 
Name: Christopher D. Whalen
Title: Secretary

THE ROYAL BANK OF SCOTLAND PLC,
as the Collateral Agent

By: _____
Name:
Title:

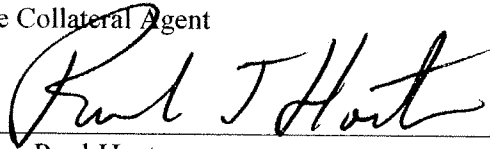
[Signature Page to Trademark Security Agreement – (Second Lien)]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

HYDROCHEM INDUSTRIAL SERVICES, INC.

By: _____
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC,
as the Collateral Agent

By:  _____
Name: Paul Horton
Title: Managing Director

TRADEMARK SECURITY AGREEMENT

II. U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/ Comment
LANSKO	U.S.	1,444,477	June 23, 1987 (expires June 23, 2007 – will not be renewed)	HydroChem Industrial Services, Inc.	
CAVIFLOW	U.S.	1,522,916	January 31, 1989	HydroChem Industrial Services, Inc.	
SILENTSTEAM	U.S.	1,540,872	May 23, 1989	HydroChem Industrial Services, Inc.	
SLUG FLUSH	U.S.	1,596,802	May 15, 1990	HydroChem Industrial Services, Inc.	
LANSKO and Design	U.S.	1,686,780	May 12, 1992 (expires May 12, 2012 –will not be renewed)	HydroChem Industrial Services, Inc.	
PUMP Design (stylized)	U.S.	2,067,032	June 3, 1997	HydroChem Industrial Services, Inc.	
HYDROCHEM	U.S.	2,119,023	December 9, 1997	HydroChem Industrial Services, Inc.	

III. U.S. TRADEMARK APPLICATIONS

None