

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Agreement - First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE ROYAL BANK OF SCOTLAND PLC		12/15/2008	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	HYDROCHEM INDUSTRIAL SERVICES, INC.
Street Address:	3344 Peachtree Road NE, Suite 2100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	CORPORATION:

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: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Jordan Altman

Address Line 1: 599 Lexington Avenue

900123344

TRADEMARK
REEL: 003908 FRAME: 0466

CH \$190.00 1444477

Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35614/86

NAME OF SUBMITTER: Sharon Herman

Signature: /SHARON HERMAN/

Date: 12/23/2008

Total Attachments: 11

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TRADEMARK SECURITY RELEASE AGREEMENT

This TRADEMARK SECURITY RELEASE AGREEMENT (this "Release Agreement"), dated as of December 15, 2008 is entered into by HydroChem Industrial Services, Inc., a Delaware corporation (the "Released Party") and certain of its affiliates (collectively, the "Released Parties") and The Royal Bank of Scotland plc, as Collateral Agent for the Secured Parties (the "Collateral Agent").

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

WHEREAS, pursuant to the Security Agreement, the Released Parties granted a security interest to the Collateral Agent in certain Trademarks set forth in that certain Trademark Security Agreement dated June 8, 2007 (the "Trademark Security Agreement"), including the Trademarks listed on Schedule A thereto (the "Secured Trademarks"); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 8, 2007, at Reel: 003557 Frame: 0857. A copy of the Trademark Security Agreement is attached hereto and incorporated herein by reference; and

WHEREAS, the Released Parties have satisfactorily performed all Secured Obligations of the Released Parties, and the Collateral Agent now desires to terminate and release to the Released Parties the entirety of its security interest in and lien on the Collateral and restore to the Released Parties all right, title and interest in, to and under such Collateral, including the 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, Released Parties and the Collateral Agent hereby agree as follows:

(i) Release of Security Interest

The Collateral Agent hereby terminates and releases in its entirety, without warranty, representation or recourse whatsoever, to the Released Parties its security interest in and lien on all of the Released Parties' right, title and interest in, to and under the Collateral, including the Secured Trademarks. The Collateral Agent hereby authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Release Agreement.

(ii) Governing Law

THIS RELEASE 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.**

(iii) Successors and Assigns

This Release Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Released Parties and their respective successors and assigns.

(iv) Counterparts

This Release 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.

IN WITNESS WHEREOF, the Released Parties and the Collateral Agent have caused this Release Agreement to be duly executed and delivered as of the date first above written.

HYDROCHEM INDUSTRIAL SERVICES, INC.

By: _____

Name: _____

Title: _____

[Handwritten signature]
[Handwritten name: Terry W. Ferguson]
[Handwritten title: CFO]

TRADEMARK

REEL: 003908 FRAME: 0470

THE ROYAL BANK OF SCOTLAND PLC,
as the Collateral Agent

By: _____

Name: Tyler J. McCarthy

Title: Director

Signature page to Release Agreement - First Lien Trademark Security Agreement

TRADEMARK
REEL: 003908 FRAME: 0471

SCHEDULE A

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

CH045423.1

RECORDED: 06/08/2007

TRADEMARK
REEL: 003557 FRAME: 0863

RECORDED: 12/23/2008

TRADEMARK
REEL: 003908 FRAME: 0472