

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blue Rhino Global Sourcing, Inc.		11/02/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202-3714		
<b>Entity Type:</b>	National Association: UNKNOWN		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1898501	BLUE RHINO	
Registration Number:	2493024	ENDLESS SUMMER	
Registration Number:	2759584	ENDLESS SUMMER	
Registration Number:	2903398	IT'S YOUR BACKYARD. ENJOY IT MORE WITH SKEETERVAC.	
Registration Number:	2891400	LESS BITING INSECTS. MORE BACKYARD FUN.	
Registration Number:	2760084	SKEETERVAC	
Registration Number:	2952809	UNIFLAME	
Registration Number:	2914598	VAC & TAC	
Registration Number:	2905041	WAVEDRAWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)969-1751		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2149691700		
<b>Email:</b>	katie.newgent@tklaw.com		

CH \$240.00 1898501

**900147207**

**TRADEMARK  
 REEL: 004093 FRAME: 0215**

Correspondent Name: Thompson & Knight, LLP  
Address Line 1: 1722 Routh Street  
Address Line 2: Suite 1500  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	068800.000218
NAME OF SUBMITTER:	Katie Newgent
Signature:	/Katie Newgent/
Date:	11/09/2009

Total Attachments: 7  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of November 2, 2009, by the Person listed on the signature page hereof ("Grantor"), in favor of Bank of America, N.A., as administrative agent under the Credit Agreement (the "Secured Party") for the benefit of the Beneficiaries.

RECITALS

- A. Grantor owns certain intellectual property.
- B. Grantor and the Secured Party, together with the lenders party thereto, are parties to a Credit Agreement dated as of November 2, 2009 (as from time to time amended, supplemented and restated, the "Credit Agreement").
- C. Pursuant to the Security Agreement dated of even date with the Credit Agreement (as from time to time amended, supplemented and restated, the "Security Agreement"; capitalized terms used herein and not otherwise defined have the respective meanings specified in the Security Agreement) of Grantor and certain other grantors of security interests in favor of the Secured Party, Grantor has granted to the Secured Party for the benefit of the Beneficiaries a continuing security interest in certain assets of Grantor, including all right, title and interest of Grantor in, to and under the Intellectual Property Collateral (defined below) whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of that the parties acknowledge, Grantor agrees as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of that are hereby acknowledged, Grantor does hereby grant to the Secured Party, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- (a) each Copyright in which Grantor has any interest;
- (b) each Patent in which Grantor has any interest;
- (c) each Trademark in which Grantor has any interest;
- (d) each Intellectual Property License to which Grantor is a party; and

(e) all proceeds of and revenues from the foregoing, including all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any of the foregoing, and all rights and benefits of Grantor under any Intellectual Property License.

“Copyright” means any the following:

(a) any copyright under the laws of any country (whether or not the underlying works of authorship have been published), all registrations and recordings thereof, all intellectual property rights to works of authorship (whether or not published), and all application for copyrights under the laws of any country, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described under the heading “Copyrights” on Schedule 1;

(b) any reissue, renewal or extension thereof;

(c) any claim for, or right to sue for, past or future infringement of any of the foregoing; and

(d) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“Intellectual Property License” means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right:

(a) to use, copy, reproduce, distribute, prepare derivative works, display or publish any records or other materials on which a Copyright is in existence or may come into existence;

(b) with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence; or

(c) to use any Trademark,

in each case including the agreements described under the heading “Intellectual Property Licenses on Schedule 1 hereto.

“Patent” means any the following:

(a) any letter patent and design letter patent of any country and all applications for letters patent and design letters patent of any country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described under the heading “Patents” on Schedule 1 hereto;

(b) any reissue, division, continuation, continuation-in-part, renewal or extension thereof;

(c) any claim for, or right to sue for, past or future infringement of any of the foregoing; and

(d) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“Trademark” means any of the following:

(a) any trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo, brand name, trade dress, domain name, design, slogan, print or label on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing that arise under applicable law;

(b) the goodwill of the business symbolized thereby or associated with each of them;

(c) any registration or application in connection therewith, including any registration or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any other country, or any political subdivision of any thereof, including those described under the heading “U.S. Trademark Registrations and Applications” on Schedule 1 hereto;

(d) any reissue, extension or renewal thereof;

(e) any claim for, or right to sue for, past or future infringements of any of the foregoing; and

(f) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor or in its name, from time to time, in the Secured Party’s discretion, so long as any Default or Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action that Grantor might take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments that may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement and to accomplish the purposes hereof.


Except to the extent allowed in the Security Agreement, Grantor shall not sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2<sup>nd</sup> day of November, 2009.

BLUE RHINO GLOBAL SOURCING, INC.

By   
James R. VanWinkle  
Chief Financial Officer and  
Vice President of Corporate Development

7500 College Blvd., Suite 1000  
Overland Park, Kansas 66210

Acknowledged:

BANK OF AMERICA, N.A., as  
Secured Party

By \_\_\_\_\_  
Name:  
Title:

901 Main Street  
Mail Code: TX1-492-14-11  
Dallas, Texas 75202-3714

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2<sup>nd</sup> day of November, 2009.


BLUE RHINO GLOBAL SOURCING, INC.

By \_\_\_\_\_  
James R. VanWinkle  
Chief Financial Officer and  
Vice President of Corporate Development

7500 College Blvd., Suite 1000  
Overland Park, Kansas 66210

Acknowledged:

BANK OF AMERICA, N.A., as  
Secured Party

By   
Name: Jay Salitza  
Title: Vice President

901 Main Street  
Mail Code: TX1-492-14-11  
Dallas, Texas 75202-3714



Schedule 1  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

A. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Listed Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
BLUE RHINO & Design	Blue Rhino Global Sourcing, Inc.	1898501	5/23/1994
ENDLESS SUMMER	Blue Rhino Global Sourcing, Inc.	2493024	9/25/2001
ENDLESS SUMMER	Blue Rhino Global Sourcing, Inc.	2759584	9/2/2003
IT'S YOUR BACKYARD. ENJOY IT MORE WITH SKEETERVAC.	Blue Rhino Global Sourcing, Inc.	2903398	11/16/2004
LESS BITING INSECTS. MORE BACKYARD FUN	Blue Rhino Global Sourcing, Inc.	2891400	10/5/2004
SKEETERVAC	Blue Rhino Global Sourcing, Inc.	2760084	9/2/2009
UNIFLAME	Blue Rhino Global Sourcing, Inc.	2952809	5/17/2005
VAC & TAC	Blue Rhino Global Sourcing, Inc.	2914598	12/28/2004
WAVEDRAWER	Blue Rhino Global Sourcing, Inc.	2905041	11/23/2004