

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TW Cryogenics LLC	02/06/2008

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	7073339
Patent Number:	6904758
Patent Number:	7028489
Patent Number:	6901973
Patent Number:	7114342
Patent Number:	6276143
Application Number:	11257936
Patent Number:	5309722

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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

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Address Line 2: Suite 5800

PATENT

REEL: 020478 FRAME: 0284

500459114

OP \$320.00 7073339

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Linda Kastner

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 6, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 7, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TW CRYOGENICS LLC
as Grantor

By: 

Name: Nathan Braun
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

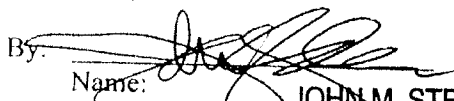
Very truly yours,

TW CRYOGENICS LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: JOHN M. STEIDLE
Title: DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO PATENT SECURITY AGREEMENT

TW Cryogenics LLC – Patents

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE
TW Cryogenics LLC	PRESSURE CONTROL DEVICE FOR CRYOGENIC LIQUID VESSEL	UNITED STATES	10/754,756	7,073,339	01/09/2004	07/11/2006
TW Cryogenics LLC	CRYOGENIC VESSEL WITH AN ULLAGE SPACE VENTURI ASSEMBLY	UNITED STATES	10/671,762	6,904,758	09/26/2003	06/14/2005
TW Cryogenics LLC	OVER-PRESSURIZATION PROTECTION SYSTEM FOR CRYOGENIC VESSEL	UNITED STATES	10/742,968	7,028,489	12/22/2003	04/18/2006
TW Cryogenics LLC	PRESSURIZED LIQUID NATURAL GAS FILLING SYSTEM AND ASSOCIATED METHOD	UNITED STATES	10/754,783	6,901,973	01/09/2004	06/07/2005

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE
TW Cryogenics LLC	PRESSURE MANAGEMENT SYSTEM FOR LIQUEFIED NATURAL GAS VEHICLE FUEL TANKS	UNITED STATES	10/950,120	7,114,342	09/24/2004	10/03/2006
TW Cryogenics LLC	EXTERNAL PRESSURE BUILDING CIRCUIT FOR RAPID DISCHARGE CRYOGENIC LIQUID CYLINDER	UNITED STATES	09,484,092	6,276,143	01/18/2000	08/21/2001
TW Cryogenics LLC	DRY CRYOGENIC SHIPPING CONTAINER	UNITED STATES	11/257,936		10/25/2005	Pending
TW Cryogenics LLC	TEMPERATURE CONTROL SYSTEM FOR LIQUID NITROGEN REFRIGERATOR	UNITED STATES	07/972,904	5,309,722	11/06/1992	05/10/1994