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
Chart Inc.	04/26/2012

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	6353987
Patent Number:	6492748
Patent Number:	6578364
Patent Number:	6604363
Patent Number:	6927506
Patent Number:	6841900
Patent Number:	7628022
Patent Number:	6564552
Patent Number:	5411374
Patent Number:	5477690
Patent Number:	5551488
Patent Number:	5787940
Application Number:	13216666
Application Number:	61566415

CORRESPONDENCE DATA

501985638

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Dusan Clark, Esq.
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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-36010

NAME OF SUBMITTER: Dusan Clark

Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of April 25, 2012 by and from CHART INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Chart Industries, Inc. (the "<u>Company</u>"), Chart Industries Luxembourg S.à r.l., the Lenders and Grantee have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>");

WHEREAS, the Company, Grantor and certain other Subsidiaries of the Company have entered into an Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, Grantor owns the patents listed on <u>Exhibit A</u> attached hereto (the "<u>Patents</u>"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Guarantee and Collateral Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Guaranteed Obligations and (ii) all of the obligations and liabilities of the Subsidiary Loan Parties under the Credit Agreement. Upon the payment in full of all Guaranteed Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Administrative Agent all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Guarantee and Collateral Agreement and this Confirmatory Grant.
- (b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Patents, (3) the goodwill associated with such Patents and (4) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same.

- 3) <u>Counterparts</u>. This Confirmatory Grant 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.
- 4) <u>Governing Law</u>. This Confirmatory Grant 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 New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

CHART INC.

By;

Name: Michael F. Biehl

Title: Executive Vice President,

Chief Financial Officer and Treasurer

in F. Bruf

REEL: 028546 FRAME: 0977

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

PATENT NO / PUBLICATION NO / SERIAL NO	DATE ISSUED/ DATE FILED	TITLE:
6353987	3/12/2002	METHODS RELATING TO CONSTRUCTING RECIPROCATOR ASSEMBLY
6492748	12/10/2002	RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR
6578364	6/17/2003	MECHANICAL RESONATOR AND METHOD FOR THERMOACOUSTIC SYSTEMS
6604363	8/12/2003	MATCHING AN ACOUSTIC DRIVER TO AN ACOUSTIC LOAD IN AN ACOUSTIC RESONANT SYSTEM
6927506	8/9/2005	LOW LOSS RECIPROCATING ELECTROMAGNETIC DEVICE
6841900	1/11/2005	RECIPROCATING DEVICE AND LINEAR SUSPENSION
7628022	12/8/2009	ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED
6564552	5/20/2003	DRIFT STABILIZER FOR RECIPROCATING FREE- PISTON DEVICES
5411374	5/2/1995	CRYOGENIC FLUID PUMP SYSTEM AND METHOD OF
08039908	3/30/1993	PUMPING CRYOGENIC FLUID
5477690	12/26/1995	CRYOGENIC FLUID PUMP SYSTEM AND METHOD OF
08294084	8/22/1994	PUMPING CRYOGENIC FLUID
5551488	9/3/1996	CRYOGENIC FLUID PUMP SYSTEM AND METHOD OF
08450085	5/25/1995	PUMPING CRYOGENIC FLUID
5787940	8/4/1998	CRYOGENIC FLUID PUMP SYSTEM AND METHOD OF
08646882	5/8/1996	PUMPING CRYOGENIC FLUID
13216666	8/24/2011	BULK LIQUID COOLING AND PRESSURIZED DISPENSING SYSTEM AND METHOD
61566415	12/2/2011	ULLAGE TANK

RECORDED: 07/11/2012