

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT TO PATENT SECURITY AGREEMENTS
CONVEYING PARTY DATA	
Name	Execution Date
TAYLOR-WHARTON CRYOGENICS LLC	11/20/2013
RECEIVING PARTY DATA	
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT
Street Address:	201 MERRITT 7
City:	NORWALK
State/Country:	CONNECTICUT
Postal Code:	06851
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	5309722
Patent Number:	6276143
Patent Number:	6904758
Patent Number:	7028489
Patent Number:	7073339
Patent Number:	6901973
Patent Number:	7114342
Patent Number:	7299650
Patent Number:	7581407
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
Phone:	312-993-2622
Email:	gayle.grocke@lw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	GAYLE D. GROCKE C/O LATHAM & WATKINS LLP
Address Line 1:	233 S. WACKER DRIVE

502584485

PATENT  
 REEL: 031731 FRAME: 0540

CH \$360.00 5309722

Address Line 2: SUITE 5800  
Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 034890-0020

NAME OF SUBMITTER: GAYLE D. GROCKE

Signature: /gdg/

Date: 11/27/2013

**Total Attachments: 5**

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## AMENDMENT TO PATENT SECURITY AGREEMENTS

THIS AMENDMENT TO PATENT SECURITY AGREEMENTS (this "Amendment"), dated as of November 20, 2013 is entered into between TAYLOR-WHARTON CRYOGENICS LLC (formerly known as TW Cryogenics LLC), a Delaware limited liability company ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent for lenders ("Agent").

### WITNESSETH:

WHEREAS, the parties hereto are parties to (i) that certain Patent Security Agreement dated as of February 6, 2008 which was filed with the United States Patent and Trademark Office on February 7, 2008 at Reel 020478, Frame 0284, (ii) that certain Amended and Restated Patent Security Agreement (Revolver and Term A) dated as of June 15, 2010 which was filed with the United States Patent and Trademark Office on June 18, 2010 at Reel 024555, Frame 0479, (iii) that certain Amended and Restated Patent Security Agreement (PIK Notes) dated as of June 15, 2010 which was filed with the United States Patent and Trademark Office on June 18, 2010 at Reel 024555, Frame 0608, and (iv) that certain Amended and Restated Patent Security Agreement (Term B) dated as of June 15, 2010 which was filed with the United States Patent and Trademark Office on June 18, 2010 at Reel 024555, Frame 0643 (collectively, the "Existing Patent Security Agreements") and which granted to Agent, a first priority security interest in all of Grantor's Patent Collateral listed on Schedule I attached hereto. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Patent Agreements.

WHEREAS, the parties desire to amend the Existing Patent Agreements to reflect the change of name of the Grantor from TW Cryogenics LLC to Taylor-Wharton Cryogenics LLC.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Patent Agreements. The name of the Grantor is hereby changed from TW Cryogenics LLC to Taylor-Wharton Cryogenics LLC.

2. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Patent Agreements or any other Loan Document.

3. Representations. Grantor hereby represents and warrants to Agent that (i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and (ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency or similar laws affecting the

enforcement of creditors' rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment. This Amendment may be authenticated by manual signature, facsimile or, if approved by Agent, other electronic means, all of which shall be equally valid.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

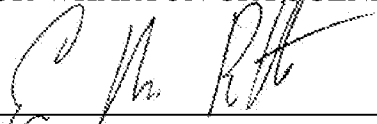
(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

TAYLOR-WHARTON CRYOGENICS LLC

By:   
Name: Eric M. Rottier  
Title: Chief Executive Officer

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

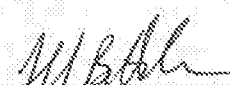
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

TAYLOR-WHARTON CRYOGENICS LLC

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

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:   
Name: J. H. Bollen  
Title: Duly Authorized Signatory

**SCHEDULE I**

<b><u>Title</u></b>	<b><u>Patent Number</u></b>
TEMPERATURE CONTROL SYSTEM FOR LIQUID NITROGEN REFRIGERATOR	5309722
EXTERNAL PRESSURE BUILDING CIRCUIT FOR RAPID DISCHARGE CRYOGENIC LIQUID CYLINDER	6276143
CRYOGENIC VESSEL WITH AN ULLAGE SPACE VENTURI ASSEMBLY	6904758
OVER-PRESSURIZATION PROTECTION SYSTEM FOR CRYOGENIC VESSEL	7028489
PRESSURE CONTROL DEVICE FOR CRYOGENIC LIQUID VESSEL	7073339
PRESSURIZED LIQUID NATURAL GAS FILLING SYSTEM AND ASSOCIATED METHOD	6901973
PRESSURE MANAGEMENT SYSTEM FOR LIQUEFIED NATURAL GAS VEHICLE FUEL TANKS	7114342
DRY CRYOGENIC SHIPPING CONTAINER	7299650
METHOD OF USING DRY CRYOGENIC SHIPPING CONTAINER	7581407