PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2720483

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
CAIRE INC.	01/31/2014

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:	7025329
Patent Number:	7517385
Patent Number:	8182242
Application Number:	12133628
Patent Number:	8186346
Application Number:	12553801
Application Number:	12614617
Application Number:	12780812
Application Number:	12879998
Application Number:	12892793
Application Number:	13082222
Application Number:	13082345
Application Number:	13082348
Application Number:	13082351

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	36084-36010
NAME OF SUBMITTER:	DUSAN CLARK
Signature:	/Dusan Clark/
Date:	02/10/2014

Total Attachments: 5

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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 January 31, 2014 by and from CAIRE 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 April 25, 2012 (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 April 25, 2012 (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, and (3) 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.

CAIRE INC.

By: Y J January T. Webster
Title: VP, CAO & Contaction

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

Patent #: 7025329 Issue Ot: 04/11/2006 Application #: 10835700 Filing Ot: 04/30/2004

Publication #: US20050242314 Pub Dt: 11/03/2005

Title: NEEDLE VALVE FOR FLOW CONTROL

Patent #: 7517385 Issue Dt: 04/14/2009 Application #: 11399108 Filing Dt: 04/06/2006

Title: GAS SEPARATION DEVICE AND METHOD OF USE

Patent #: 8182242 Issue Dt: 05/22/2012 Application #: 12133608 Filing Dt: 06/05/2008

Publication #: <u>US20080304980</u> Pub Dt: 12/11/2008

Title: COMPRESSOR VIBRATION ISOLATION MOUNT AND METHOD OF USE

Patent #: NONE Issue Dt: Application #: 12133628 Filing Dt: 06/05/2008

Publication #: US20080302516 Pub Dt: 12/11/2008

Title: Compressor Cooling System and Method of Use

Publication #: <u>US20100031960</u> Pub Ot: 02/11/2010

Title: SELF-AUTOMATED TITRATION SYSTEM AND METHOD

Issue Dt: Patent #: NONE Application #: 12553801 Filing Dt: 09/03/2009

Publication #: US20100051030 Pub Dt: 03/04/2010

Title: System and Method for Controlling Bolus Pulse Duration Based on Inspiratory Time in an Oxygen Concentration System

Patent #: NONE Issue Dt: Application #: 12614617 Filing Dt: 11/09/2009

Publication #: US20100116270 Pub Ot: 05/13/2010

Title: Medical Ventilator System and Method Using Oxygen Concentrators

Patent #: NONE Issue Dt: Application #: 12780812 Filing Dt: 05/14/2010

Publication #: US20100313898 Pub Dt: 12/16/2010

Title: APPARATUS AND METHODS FOR TREATING SLEEP RELATED DISORDERS

Patent #: NONE Issue Dt: Application #: 12879998 Filing Dt: 09/10/2010

Title: ROTARY COMPRESSOR AND METHOD

Patent #: NONE Issue Dt: Application #: 12892793 Filling Dt: 09/28/2010

Publication #: <u>US20110073107</u> Pub Dt: 03/31/2011

Title: CONTROLLING AND COMMUNICATNG WITH RESPIRATORY CARE DEVICES

Patent #: NONE Issue Dt: Application #: 13082222 Filing Dt: 04/07/2011

Publication #: US20120000462 Pub Dt: 01/05/2012

Title: Portable Oxygen Delivery Device

Patent #: NONE Application #: 13082345 Filing Dt: 04/07/2011 Issue Dt:

Publication #: <u>US20110247620</u> Pub Dt: 10/13/2011

Title: Portable Oxygen Delivery Device

Patent #: NONE Issue Dt: Application #: 13082348 Filing Dt: 04/07/2011

Publication #: <u>US20110247621</u> Pub Dt: 10/13/2011

Title: Portable Oxygen Delivery Device

Patent #: NONE Issue Dt: Application #: 13082351 Filing Dt: 04/07/2011

Publication #: <u>US20110247622</u> Pub Dt: 10/13/2011

Titie: Portable Oxygen Delivery Device

PATENT REEL: 032230 FRAME: 0556

RECORDED: 02/10/2014