### 503147612 01/22/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3194224

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
CHART INDUSTRIES, INC.	10/29/2014

#### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	Address: 10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13782922

#### **CORRESPONDENCE DATA**

**Fax Number:** (214)981-3400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: DUSAN CLARK, ESQ.

Address Line 1: SIDLEY AUSTIN LLP

Address Line 2: 2001 ROSS AVENUE, SUITE 3600

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	ORNEY DOCKET NUMBER: 36084-36010	
NAME OF SUBMITTER:	DUSAN CLARK	
SIGNATURE:	/Dusan Clark/	
DATE SIGNED:	01/22/2015	

#### **Total Attachments: 4**

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PATENT 503147612 REEL: 034793 FRAME: 0334

# 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 October 29, 2014 by and from CHART INDUSTRIES, INC., a Delaware corporation (in such capacity, "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, Grantor, Chart Industries Luxembourg S.à r.l., Chart Asia Investment Company Limited, the Lenders and Grantee have entered into a Second 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 "Credit Agreement");

WHEREAS, Grantor and certain other Subsidiaries of Grantor have entered into a Second 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 patent application 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; and

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) <u>The Security Interest.</u>

- (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.

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- 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.

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

Executive Vice President and Chief

Financial Officer

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# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

## **Exhibit A - SCHEDULE OF PATENTS**

PATENT NO./ PUBLICATION NO./ SERIAL NO.	DATE ISSUED/ DATE FILED	TILE	STATUS
20130305745	21-NOV-2013	BULK CRYOGENIC LIQUID	PUBLISHED
13782922	01-MAR-2013	PRESSURIZED DISPENSING	
		SYSTEM AND METHOD	

PATENT REEL: 034793 FRAME: 0338

**RECORDED: 01/22/2015**