

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4650216

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
CHART INC.		06/14/2017
RECEIVING PARTY DATA		
Name:	RIX INDUSTRIES	
Street Address:	4900 INDUSTRIAL WAY	
City:	BENECIA	
State/Country:	CALIFORNIA	
Postal Code:	94510	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	6353987	
Patent Number:	6492748	
Patent Number:	6578364	
Patent Number:	6604363	
Patent Number:	6841900	
Patent Number:	7628022	
Patent Number:	6564522	
CORRESPONDENCE DATA		
Fax Number:	(518)449-0047	
<i>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.</i>		
Phone:	(518) 449-0044	
Email:	ptocommunications@hoffmanwarnick.com, cwhittaker@hoffmanwarnick.com	
Correspondent Name:	HOFFMAN WARNICK, LLC	
Address Line 1:	540 BROADWAY	
Address Line 2:	4TH FLOOR	
Address Line 4:	ALBANY, NEW YORK 12207	
ATTORNEY DOCKET NUMBER:	CFIC	
NAME OF SUBMITTER:	SPENCER K. WARNICK	
SIGNATURE:	/Spencer K. Warnick/	

DATE SIGNED:	10/20/2017
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Total Attachments: 216

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PATENT ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chart Inc., a Delaware corporation, with an office at 8665 New Trails Drive, Suite 100, The Woodlands, Texas 77381 ("Assignor"), hereby assigns to RIX Industries, a California corporation, with an office at 4900 Industrial Way, Benecia, California 94510, ("Assignee"), its successors, assigns or other legal representatives, Assignor's entire right, title and interest in and to the United States and foreign utility patents and patent applications identified on Schedule A hereto, that are Purchased Assets for the purposes of a certain Asset Purchase Agreement, dated as of April 6, 2017 (the "Asset Purchase Agreement"), by and among Assignor and Assignee (the "Patents"), the same to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives to the full end of the term for which each of said Patents is granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Patents to Assignee, or any assignee or successor thereto.

The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patents. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed

of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

This Patent Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of laws principles thereof. Each party to this Agreement hereby consents to the exclusive jurisdiction of the courts of the County of New Castle, Delaware and the United States District Court for the applicable district therein, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any obligation hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections such party may have as to venue in any such courts.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed and delivered on this the 14 day of ~~May~~ June, 2017.

ASSIGNOR:

ASSIGNEE:

CHART INC.

RIX INDUSTRIES

By: Mary Cook

By: _____

Name: MARY C. COOK

Name: _____

Title: CEO & CONTROLLER

Title: _____

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss.

STATE OF _____)
COUNTY OF _____) ss.

Before me on the date identified above personally appeared MARY C. COOK to me known to be the person named above and authorized to sign on behalf of CHART INC., who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

Before me on the date identified above personally appeared _____ to me known to be the person named above and authorized to sign on behalf of RIX INDUSTRIES, who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

5/1/17 Jillian Palumbo
Notary Public

Notary Public

SEAL

My commission expires: 6/20/21

SEAL

My commission expires: _____

JILLIAN PALUMBO, Notary Public
In and for the State of Ohio
My Commission Expires June 20, 2021

SCHEDULE A

Patents

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date	Status Text	Action Due Date	Next Annuity Due \$ (3)	Total Payment Due \$ (3)
CRYOCOOLER ROTARY DRIVE AND METHOD	Chart Inc.	United States	Pending	11/10/2016	62/420,272						
METHODS RELATING TO CONSTRUCTING RECIPROCATOR ASSEMBLY	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591481	US 6,353,987 B1	3/12/2002	All maintenance fees paid		N/A	N/A
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	China	Registered/Granted	5/8/2001	01801339.2	ZL01801339.2	11/16/2005	17TH ANNUITY PERIOD	5/8/2017	1197.00	4994.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Germany	Registered/Granted	5/8/2001	601 44 171.0	601 44 171.0	3/9/2011	17TH ANNUITY PERIOD	5/8/2017	1679.00	7966.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	European Patent Application Japan	Registered/Granted	5/8/2001	01933170.1	1 203 439	3/9/2011			N/A	N/A
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Japan	Registered/Granted	5/8/2001	2002-511458	4575642	8/27/2010	7TH ANNUITY PERIOD	8/27/2017	814.00	6309.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Korea, Republic of	Registered/Granted	1/7/2002	10-2002-7000203	804874	2/12/2008	11TH ANNUITY PERIOD	2/12/2018	1309.00	7116.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591480	US 6,452,748 B1	12/10/2002	All maintenance fees paid		N/A	N/A
MECHANICAL RESONATOR AND METHOD THEREFOR	Chart Inc.	United States	Registered/Granted	4/19/2002	19/126594	US 6,578,364 B2	6/17/2003	All maintenance fees paid		N/A	N/A
MATCHING AN ACOUSTIC DRIVER TO AN ACOUSTIC LOAD IN AN ACOUSTIC RESONANT SYSTEM	Chart Inc. & Mesoscopic Devices, LLC (1)	United States	Registered/Granted	4/19/2002	10/126596	US 6,604,363 B2	8/12/2003	All maintenance fees paid		N/A	N/A
RECIPROCATING DEVICE AND LINEAR SUSPENSION	Chart Inc.	United States	Registered/Granted	9/24/2002	10/253797	US 6,841,930 B2	1/11/2005	All maintenance fees paid		N/A	N/A

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date	Status Text	Action Due Date	Next Annuity Due \$(3)	Total Payment Due \$(3)
ACOUSTIC COOLING WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	China	Registered/Granted	10/25/2006	200680040953.4	ZL200680040953.4	6/23/2010	12TH ANNUITY PERIOD	10/30/2017	649.00	10,739.00
ACOUSTIC COOLING WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	European Patent Application	Published	3/30/2008	06 839 541.7			12TH ANNUITY PERIOD Communication Under Article 94(3) EPC dated 3/09/17	10/30/2017	1936.00	19,900.00
ACOUSTIC COOLING WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	Japan	Published	10/25/2006	2008-539139						
ACOUSTIC COOLING WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	United States	Registered/Granted	10/24/2006	11/552186	US 7,628,022 B2	12/8/2009	MAINTENANCE FEE DUE	6/8/2017	1800.00	5500.00
DRIFT STABILIZER FOR RECIPROCATING FREE-PISTON DEVICES	Chart Inc. & Los Alamos National Security LLC (2)	United States	Registered/Granted	4/27/2001	09/844177	US 6,364,552 B1	5/20/2003	All maintenance fees paid		N/A	N/A

(1) Co-owned with Mesoscopic Devices, LLC. No agreement was entered into between CFIC (or Chart, as successor in interest) and Mesoscopic Devices governing or restricting the granting of a license under this patent. Mesoscopic Devices is believed no longer in existence after acquisition by Protocx Technology Corporation.

(2) Co-owned with Los Alamos National Security LLC. No agreement was entered into between CFIC (or Chart, as successor in interest) and Los Alamos National Security LLC governing or restricting the granting of a license under this patent.

1 Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 6th day of April, 2017, between Chart Inc. a Delaware corporation ("Seller") and RIX Industries, a California corporation ("Buyer").

NOW, THEREFORE, upon the terms and subject to the conditions set forth below, and in reliance upon the representations, warranties, covenants, obligations and agreements contained herein, the parties agree as follows:

ARTICLE 1 - PURCHASE AND SALE OF ASSETS AND LIABILITIES

Section 1.1 Assets to be Purchased by Buyer. On the Closing Date (as defined in Section 5.1), Seller hereby grants, sells, conveys, transfers, delivers and assigns to Buyer, by bill of sale or other appropriate instruments of assignment and transfer, and Buyer hereby purchases, all right, title and interest in and to the assets of Seller set forth on Schedule 1.1, (collectively, the "Purchased Assets"), which are composed of certain intellectual property (including drawings, assembly procedures and test procedures, to the extent available, for the business product models set forth on Schedule 1.1), fixed assets and inventory exclusively related to Seller's Qdrive ® product line; and which are used in the design and manufacture of acoustic Stirling (pulse tube) cryocoolers (typically for applications in the 50K to 150K range), including flexure-suspended linear reciprocating motors and pressure wave generators with operations located in Troy, New York (the "Business").

Section 1.2 Assets to be Retained by Seller. Other than the Purchased Assets set forth on Schedule 1.1, Seller retains, and Buyer does not purchase, any other assets of Seller or the Business, and specifically but without limitation, the Seller retains those assets related to the Business that are set forth on Schedule 1.2 (the "Retained Business Assets").

Section 1.3 Assumed Liabilities. Buyer agrees and hereby assumes (a) those obligations of Seller which arise from and after the Closing Date under those contracts agreed upon by the parties and described on Schedule 1.3(a), and (b) those obligations of Seller under those contracts agreed upon by the parties and described on Schedule 1.3(b) (collectively, the "Assumed Liabilities").

Section 1.4 Retained Liabilities. Except for the Assumed Liabilities specifically assumed by Buyer pursuant to Section 1.3, Buyer shall not assume and shall not be liable for any liabilities, obligations, commitments or responsibilities of any nature whatsoever (collectively, "Liabilities") of Seller or the Business, all of which shall be retained by Seller (collectively, the "Retained Liabilities").

ARTICLE 2 - CONSIDERATION

Section 2.1 Consideration. As consideration for the Purchased Assets, on the Closing Date, Buyer hereby assumes the Assumed Liabilities and agrees to pay Seller, in immediately available funds, Seven Hundred Eleven Thousand Dollars (\$711,000) *plus* the fair market value of the inventory and any other assets exclusively related to the Business and mutually agreed

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upon by the parties to be sold pursuant to the QDrive PO (collectively, the "Purchase Price").

Section 2.2 Purchase Price Allocation. The Purchase Price shall be allocated as set forth on Schedule 2.2 attached hereto.

Section 2.3 Consents and Authorizations. Neither this Agreement, the bill of sale or any assignment and assumption agreement to the contrary shall be deemed an assignment of any Purchased Asset or Assumed Liability (including any contracts assumed hereunder) if an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach thereof or in any way adversely affect the rights of Buyer thereunder. Seller shall use commercially reasonable efforts to obtain the consents required by any Purchased Asset or Assumed Liability for said to be transferred to Buyer and said assignments shall be effective upon receipt of said consents.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

Section 3.1 Organization; Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has full corporate power to execute, deliver and perform this Agreement and all other agreements and documents to be executed and delivered by it in connection herewith (the "Seller Related Transaction Documents").

Section 3.2 Title to Purchased Assets. Except as set forth on Schedule 3.2 (all of which Encumbrances will be released as of Closing), Seller is the owner of and has good and valid title to all of the Purchased Assets, free and clear of all Encumbrances.

Section 3.3 Non-Contravention; Consents. Except as set forth on Schedule 3.3, the execution and delivery of this Agreement by Seller and the consummation of the transactions by Seller as described herein do not conflict with or violate any material contract or agreement or other material obligation to which Seller is a party.

Section 3.4 Carleton/Cobham Matters. With respect to that certain Pulse Tube Cryorefrigerator Development Agreement, effective March 8th, 2006, between Seller, as successor-in-interest of Clever Fellows Innovation Consortium, Inc. ("CFIC"), and Carleton Life Support Systems Inc. d/b/a Cobham Mission Systems Division ("Cobham"), as amended by that certain Amendment To Pulse Tube Cryorefrigerator Development Agreement, effective May 1, 2007 (the "Cobham Agreement"), to the actual knowledge of John Corey, Seller represents and warrants to Buyer as follows:

(a) none of Seller's or CFIC's STARTM motors (model numbers 1S102M, 1S132M, 1S175M, 1S226M, 1S241M, or 1S362M), QDRIVE[®] acoustic cryocoolers (model numbers 2S102K, 2S132K, 2S175K, 2S226K, 2S241K, or 2S297K, or 2S362K), pressure wave generators or cold head configurations, other than those that relate to the Military Field (as defined in the Cobham Agreement), were incorporated into the Acoustic Coldhead (as defined in the Cobham Agreement) that was designed by CFIC for Cobham pursuant to the Cobham Agreement or otherwise relate to the services performed by CFIC or Seller pursuant to the

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Cobham Agreement.

(b) no intellectual property owned by Cobham and provided to Seller or CFIC pursuant to the Cobham Agreement is incorporated into, or was used by Seller or CFIC in the development of, any of the Purchased Assets; and

(c) the License (as defined in the Cobham Agreement), which Cobham elected to obtain in accordance with the Cobham Agreement in exchange for a one-time fee, is a non-exclusive, paid-up, perpetual and irrevocable worldwide, assignable and sub-licensable right and license under the CFIC Technologies (as defined in the Cobham Agreement), including any results of the performance of CFIC pursuant to the Cobham Agreement, to manufacture, use, sell, offer for sale, import, reproduce, prepare derivative works and improvements, distribute copies, perform an display, Acoustic Refrigerators (as defined in the Cobham Agreement) solely in the Military Field (as defined in the Cobham Agreement) in compliance with the International Traffic in Arms Restrictions, and incorporating CFIC Technologies in the Acoustic Coldheads thereof.

Section 3.5 Licenses. The intellectual property agreements set forth on Schedule 1.1 (collectively, the "IP Agreements") hereto are valid and binding agreements of Seller enforceable in accordance with their terms, except to the extent that enforceability may be limited by the effect, as applicable, of bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights, regardless of whether in law or equity. Except as set forth on Schedule 3.5, to the actual knowledge of John Corey, Seller is in compliance, in all material respects, with its obligations in the IP Agreements and has not received any written notice of breach of or alleged breach any of the IP Agreements.

Section 3.6 No Other Representations and Warranties. Seller has not made, and Seller shall not be deemed to have made, any representation or warranty other than as expressly made by Seller in this Agreement and the Seller Related Transaction Documents.

Section 3.7 Disclaimer. EXCEPT AS EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN, (i) ALL PURCHASED ASSETS ARE BEING CONVEYED HEREUNDER ON AN "AS IS, WHERE IS" BASIS, AND (ii) SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS OR THE BUSINESS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT AND WARRANTIES AS TO THE PROSPECTS OF THE BUSINESS AFTER THE CLOSING. ALL OF SUCH EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS ARE HEREBY EXCLUDED.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

Section 4.1 Organization; Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Buyer has full corporate power to (i) own, lease and operate the Purchased Assets, and (ii) execute, deliver and perform this Agreement and all other agreements and documents to be executed and delivered by it in connection herewith (the "Buyer Related Transaction Documents").

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Section 4.2 Due Diligence Matters. Buyer has carefully evaluated the risks associated with the purchase of the Purchased Assets, the assumption of the Assumed Liabilities and the operation of the Business following the Closing, and acknowledges that except for the express warranties herein, Buyer is purchasing the Purchased Assets and assuming the Assumed Liabilities on an AS-IS BASIS. In connection therewith, Buyer has been given the opportunity to ask questions and receive answers from Seller concerning information pertaining to the purchase of the Purchased Assets and the assumption of the Assumed Liabilities as Buyer desires, and has been given the opportunity to obtain additional information necessary to verify the accuracy thereof and acknowledges and agrees that this Agreement is the entire Agreement of the parties and except as expressly set forth in this Agreement, Buyer assumes all risks related to the Purchased Assets and the Assumed Liabilities.

ARTICLE 5 - CLOSING AND CLOSING DELIVERIES

Section 5.1 Closing Date. The consummation of the transactions contemplated hereby (the "Closing") shall take place at 12:01 am (Eastern) on May 31, 2017, or on such other date as the parties may agree (the "Closing Date") at the offices of Seller as set forth in Section 7.5 hereof or at such other time and place as the parties may agree. The transfers and deliveries described in this Article 5 shall be mutually interdependent and shall occur simultaneously; and no such transfer or delivery shall become effective until all the other transfers and deliveries provided for in this Article 5 have also been consummated.

Section 5.2 Seller Closing Deliveries. At Closing, Seller shall deliver to Buyer the following (each a "Seller Closing Delivery") and Buyer's obligation to perform this Agreement is subject to the delivery of each Seller Closing Delivery and the reasonable satisfaction by Seller, or waiver in writing by Buyer, of the following conditions at or before the Closing:

(a) Buyer shall have received a duly executed counterpart of (i) a bill of sale; and (ii) an assignment and assumption agreement (the "Assumption Agreement");

(b) Buyer shall have received a duly executed counterpart of a license agreement with Seller attached hereto as Exhibit A (the "License Agreement");

(c) Buyer shall have received a duly executed counterpart of an IP assignment agreement (the "IP Assignment");

(d) Buyer shall have received a purchase order acceptance and acknowledgement related to Seller's on-hand agreed-upon inventory exclusively related to the Business (the "QDrive PO");

(e) Buyer shall have received releases or terminations of all liens and other encumbrances on the Purchased Assets;

(f) Seller shall have performed in all material respects all of its agreements contained in this Agreement required to be performed on or prior to the Closing Date, and each of the representations and warranties of Seller set forth herein shall be true and correct in all material respects at and as of the Closing Date provided, however, that if a representation or warranty is qualified by materiality, then such representation or warranty shall be true and correct in all

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respects, with the same force and effect as though made at and as of the Closing Date and Seller shall have furnished to Buyer a certificate, dated as of the Closing Date, certifying that the conditions set forth in this Section have been satisfied in full; and

(g) Buyer shall have received each other document required to be delivered (or reasonably requested to be delivered) by Buyer from Seller hereunder.

Section 5.3 Buyer Closing Deliveries. At Closing, Buyer shall deliver to Seller the following (each a "Buyer Closing Delivery") and Seller's obligation to perform this Agreement is subject to the delivery of each Buyer Closing Delivery and the reasonable satisfaction by Buyer, or waiver in writing by Seller, of the following conditions at or before the Closing:

(a) Seller shall have received the Purchase Price;

(b) Buyer shall have provided employment offers to at least the following individuals: Gordon Reid, Peter Mansfield, Phil Spoor and Bill Hefferon;

(b) Seller shall have received a duly executed counterpart of the Assumption Agreement;

(c) Seller shall have received a duly executed counterpart of the License Agreement;

(d) Seller shall have received a duly executed counterpart of the IP Assignment;

(e) Seller shall have received and accepted the QDrive PO;

(f) Buyer shall have performed all of its agreements contained in this Agreement required to be performed on or prior to the Closing Date, and each of the representations and warranties of Buyer set forth herein shall be true and correct in all material respects at and as of the Closing Date provided, however, that if a representation or warranty is qualified by materiality, then such representation or warranty shall be true and correct in all respects, with the same force and effect as though made at and as of the Closing Date and Buyer shall have furnished to Seller a certificate, dated as of the Closing Date, certifying that the conditions set forth in this Section have been satisfied in full;

(g) Buyer shall have furnished to Seller certified copies of the resolutions of Buyer's Board of Directors, approving the consummation of the transactions contemplated hereby; and

(g) Seller shall have received each other document required to be delivered (or reasonably requested to be delivered) by Seller from Buyer hereunder.

ARTICLE 6 - TERMINATION, AMENDMENT AND WAIVER

Section 6.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual consent of Buyer and Seller;

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(b) by Seller, if Buyer shall have failed to comply in any material respect with any of its covenants or agreements contained in this Agreement required to be complied with by Buyer prior to the date of such termination, which failure to comply has not been cured within five (5) days following receipt by Buyer of notice of such failure to comply;

(c) by Buyer, if Seller shall have failed to comply in any material respect with any of its covenants or agreements contained in this Agreement required to be complied with by such party prior to the date of such termination, which failure to comply has not been cured within five (5) days following receipt by Seller of notice of such failure to comply;

(d) by either Buyer or Seller, if (i) the Closing has not been effected on or prior to the close of business on June 30, 2017; provided, however, that the right to terminate this Agreement pursuant to this clause shall not be available to any party whose failure to fulfill any obligation of this Agreement has been the cause of, or resulted in, the failure of the Closing to have occurred on or prior to such date;

(e) by Buyer, if there has been a material breach by Seller of any representation or warranty, which breach has not been cured within five(5) days following receipt by the breaching party of notice of the breach; or

(f) by Seller, if there has been a material breach by Buyer of any representation or warranty, which breach has not been cured within five (5) days following receipt by the breaching party of notice of the breach.

Section 6.2 Effect of Termination. In the event of the termination of this Agreement by either Buyer or Seller, as provided in Section 6.1, this Agreement, except this Section 6.2 and Sections 7.3-7.14, shall forthwith become void and there shall be no liability hereunder on the part of any party; provided, however, that nothing contained in this Section 6.2 shall relieve any party from any liability for any breach of this Agreement prior to such termination.

Section 6.3 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

Section 6.4 Waiver. Any time prior to the Closing, the parties may (a) extend the time for the performance of any of the obligations or other acts of another party, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained herein which may legally be waived. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

ARTICLE 7 - COVENANTS AND GENERAL PROVISIONS

Section 7.1 Employment Matters, Transition Services and Technical Support. Seller agrees that from the date hereof until the Closing Date, and except in connection with Buyer's hiring of any employees of the Business mutually agreed upon by the parties, it shall provide Buyer with at least three (3) business days notice before the employment of any employee of the Business is terminated. Subject to the last sentence of this Section 7.1, in the event Buyer

requests, in writing, that Seller provide technical transitional support, then for a period of time not to exceed twelve (12) months after the Closing, Seller shall provide targeted technical support by assignment (on a mutually agreeable "loanee" or "seconded" basis) of Seller's personnel/resources at a cost of \$100/hour for a development engineer (e.g. D. Wilcox) and \$200/hour for a senior development engineer (J. Corey), on a time and materials basis, for that number of hours to be agreed upon by the parties. Except to the extent Seller promptly notifies Buyer of its unavailability, said transition support would be available within a two week notice period.

Section 7.2 Right of First Refusal. Seller agrees that if at any time in the five (5) year period following the Closing Date, it determines that it desires to sell, dispose of or destroy the Retained Business Assets, then prior thereto, Seller will give Buyer written notice thereof and an accurate description of the terms and conditions of such offer, and in such event Buyer shall have the option, for thirty (30) business days after receipt of such notice, to notify Seller in writing of its election to purchase the Retained Business Assets on the terms and conditions stated in such offer. Buyer's right of first refusal set forth herein shall be a continuing right during the continuance of the five (5) year term; provided however, that if the Retained Business Assets are sold to a third party or otherwise disposed of or destroyed in accordance with the terms hereof and Buyer fails to exercise its right of first refusal, said right of first refusal shall terminate. In the event that Buyer does not exercise its right of first refusal, Seller may sell, dispose of or destroy the Retained Business Assets on materially the same terms as the offer presented to Buyer and, if the Retained Business Assets are sold, disposed of or otherwise destroyed pursuant to the terms thereof this right of first refusal shall terminate. In the event that the terms of such offer materially change, Seller must present such revised offer to Buyer as if such offer had not been presented to them and Buyer's right of first refusal shall apply thereto.

Section 7.3 Indemnity. Each party shall, to the furthest extent provided by law, defend, indemnify and hold harmless the other party, its successors, assigns and customers, from and against claims, liability, loss and damage, including without limitation, costs, expenses, and attorneys' fees, arising out of or relating to this Agreement, whether arising out of any breach or failure of express or implied warranty or any other breach of this contract, except to the extent arising solely from the gross negligence or willful misconduct of the party entitled to indemnification. This obligation shall survive the termination or expiration of this Agreement.

Section 7.4 EXCLUSIVE REMEDIES; DISCLAIMER; NO CONSEQUENTIAL DAMAGES. ALL REMEDIES OF BUYER HEREUNDER ARE EXCLUSIVE AND SHALL NOT BE CUMULATIVE. THE WARRANTIES OF SELLER IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, PERFORMANCE AND DESIGNS, WRITTEN OR, ORAL, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY DISCLAIMED BY SELLER AND ALL EQUIPMENT MANUFACTURERS. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE (UNDER ANY PROVISION OF THIS AGREEMENT OR OTHERWISE) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF BUYER OR ANY CUSTOMER IN CONNECTION WITH THIS AGREEMENT,

THE TRANSACTIONS AND OTHER MATTERS CONTEMPLATED HEREBY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WHETHER ARISING OUT OF ANY BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, STATUTE OR OTHERWISE, EXCEPT TO THE EXTENT ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER.

Section 7.5 Notices. All notices, waivers, demands, approvals, consents and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been duly given if signed by the party giving such Notice (in the case of any entity, the signature shall be by an authorized officer or agent thereof) (i) on the day of receipt if delivered by hand delivery or telecopy transmission, provided the original copy thereof also is sent by certified or registered mail with confirmation of transmission, or (ii) on the next business day if deposited with a nationally recognized overnight delivery service, or (iii) on the third business day after being mailed by certified or registered mail (return receipt requested), addressed as follows:

- (a) If to Buyer, to: RIX Industries
Attention: George M. Wood
4900 Industrial Way
Benicia, California 94510
Facsimile: 707.747.9200
Phone: (707) 745-7119
 - (b) If to Seller, to: Chart Inc.
Attention: General Counsel
8665 New Trails Drive, Suite 100
The Woodlands, TX 77381
Facsimile: (281) 296 4055
Phone: (281) 296-4006
- With a copy to:
Calfee, Halter & Griswold LLP
Attention: Jennifer L. Vergili
1405 East 6th Street
Cleveland, Ohio 44114-1607
Facsimile: (216) 241-0816
Phone: (216) 622-8568

Such names and addresses may be changed by the giving of a Notice as provided herein.

Section 7.6 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto, and their respective successors and permitted assigns.

Section 7.7 Entire Agreement. This Agreement, together with the Schedules hereto, and Seller Related Transaction Documents and the Buyer Related Transaction Documents and the Mutual Confidentiality Agreement entered into by the parties on November 17, 2016, are the

exclusive statement of the agreement among the parties concerning the subject matter hereof and thereof.

Section 7.8 Binding Effect. Except as may be otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 7.9 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Each of the parties hereto agrees that a faxed or otherwise electronically transmitted signature shall constitute an original signature.

Section 7.10 Mediation. The parties agree to mediate any dispute between them arising out of this Agreement prior to the initiation of any court action or arbitration. The parties shall use commercially reasonable efforts to agree upon a mediator, and such mediation shall be in ~~Chicago, Illinois~~. If the parties cannot agree on a mediator within thirty (30) days following the first demand, either party may petition the applicable court in New Castle, Delaware, ~~Illinois~~ and the court shall appoint a mediator. The mediator may conduct more than one session, and mediation fees shall be paid equally by both parties to the dispute. If resolution of the matter at issue is not reached within sixty (60) days after first demand, regardless of whether mediation has occurred, the parties may proceed to court, or subject to agreement in writing, to arbitration.

Section 7.11 Governing Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of laws principles thereof. Each party to this Agreement hereby consents to the exclusive jurisdiction of the courts of the County of New Castle, Delaware and the United States District Court for the applicable district therein, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any obligation hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections such party may have as to venue in any such courts.

Section 7.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.13 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and there shall not be any presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The use of "including" and similar words and phrases shall be deemed to mean "including but not limited to," and are used in an illustrative sense and not a limiting sense.

Section 7.14 Fees and Expenses. Except as otherwise set forth herein, each party shall be responsible for all of its own fees and expenses (including all fees of brokers, attorneys and accountants) that are incurred by it in connection with the transactions contemplated hereby. Notwithstanding the foregoing, all sales taxes, use taxes, transfer taxes, filing fees and similar

taxes, fees, charges and expenses required to be paid in connection with the sale, conveyance, transfer, delivery and assignment of the Purchased Assets and the assumption of the Assumed Liabilities will be borne and paid 100% by Buyer.

Section 7.15 Public Announcements. Neither party will issue any press release or make any public statement with respect to the transactions contemplated hereby without the prior written consent of the other party, except as may be required by applicable law, including any disclosures that either party may be required to make under applicable securities laws or stock exchange rules and regulations.

Section 7.16 Attorney's Fees. Following mediation under this Agreement, should any party hereto institute any action or proceeding in court, arbitration or otherwise to enforce any provision hereof or for damages by reason of alleged breach of any provision of this Agreement or interpret any provision of this Agreement or resulting or arising under this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party such reasonable out of pocket expenses (including attorneys' fees, expert fees and expenses) incurred by the prevailing party in connection with any such action or proceeding at all court levels and specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not) taxable as such by law.

Section 7.17 NYSERDA Royalties. Seller covenants and agrees that for a period of five (5) years after the Closing Date, in the event that Buyer is obligated to pay any royalties to the New York State Energy Research and Development Authority ("NYSERDA") pursuant to that certain Restated Royalty Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Seller, and NYSERDA, dated October 23, 1997, Buyer shall pay the same and upon providing Seller with reasonable evidence of the same, Seller shall promptly reimburse Buyer for the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers or representatives as of the date first above written.

RIX INDUSTRIES

By: *George M. Wood*

Title: *EVP*

CHART INC.

By: *Julian C. Franko*

Name: *Julian C. Franko*

Title: *CFO*

2 Schedule 1.1 Purchased Assets

Schedule I.1

Purchased Assets

I. ACTIVE PATENTS

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date	Status Text	Action Due Date	Next Annuity Due \$ (3)	Total Payment Due \$ (3)
CRYOCOOLER ROTARY DRIVE AND METHOD	Chart Inc.	United States	Pending	11/10/2016	62/420,272						
METHODS RELATING TO CONSTRUCTING RECIPROCATOR ASSEMBLY	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591481	US 6,353,987 B1	3/12/2002	All maintenance fees paid		N/A	N/A
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	China	Registered/Granted	5/8/2001	01801339.2	ZL01801339.2	11/16/2005	17TH ANNUITY PERIOD	5/8/2017	1197.00	4994.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Germany	Registered/Granted	5/8/2001	601.44.171.0	601.44.171.0	3/9/2011	17TH ANNUITY PERIOD	5/8/2017	1679.00	7965.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	European Patent Application	Registered/Granted	5/8/2001	01933170.1	1.203.459	3/9/2011			N/A	N/A
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Japan	Registered/Granted	5/8/2001	2002-511453	4575642	8/27/2010	7TH ANNUITY PERIOD	8/27/2017	814.00	6309.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Korea, Republic of	Registered/Granted	1/7/2002	10-2002-7000203	804874	2/12/2008	11TH ANNUITY PERIOD	2/12/2018	1309.00	7116.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591480	US 6,492,748 B1	12/10/2002	All maintenance fees paid		N/A	N/A
MECHANICAL RESONATOR AND METHOD FOR THERMOACOUSTIC SYSTEMS	Chart Inc.	United States	Registered/Granted	4/19/2002	10/126594	US 6,578,364 B2	6/17/2003	All maintenance fees paid		N/A	N/A
MATCHING AN ACOUSTIC DRIVER TO AN ACOUSTIC LOAD IN AN ACOUSTIC RESONANT SYSTEM	Chart Inc. & Mesoscopic Devices, LLC (I)	United States	Registered/Granted	4/19/2002	10/126596	US 6,604,363 B2	8/12/2003	All maintenance fees paid		N/A	N/A
RECIPROCATING DEVICE AND LINEAR SUSPENSION	Chart Inc.	United States	Registered/Granted	9/24/2002	10/253797	US 6,841,900 B2	1/11/2005	All maintenance fees paid		N/A	N/A
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER	Chart Inc.	China	Registered/Granted	10/25/2006	200680040953.4	ZL200680040953.4	6/23/2010	12TH ANNUITY PERIOD	10/30/2017	649.00	10,759.00

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By: 4.5.17
 [Signature]

Schedule I.1

Purchased Assets

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date	Status Text	Action Due Date	Next Annuity Due \$ (3)	Total Payment Due \$ (3)
SEPARATED											
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	European Patent Application	Published	5/30/2008	06 839 541.7			12TH ANNUITY PERIOD Communication Under Article 94(3) EPC dated 3/09/17	10/30/2017 09/09/17	1936.00	19,900.00
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	Japan	Published	10/25/2006	2008-339139						
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	United States	Registered/Granted	10/24/2006	11/553,186	US 7,628,022 B2	12/8/2009	MAINTENANCE FEE DUE	6/8/2017	1800.00	5500.00
DRIFT STABILIZER FOR RECIPROCATING FREE-PISTON DEVICES	Chart Inc. & Los Alamos National Security LLC (2)	United States	Registered/Granted	4/27/2001	09/844,177	US 6,564,552 B1	5/20/2003	All maintenance fees paid		N/A	N/A

(1) Co-owned with Mesoscopic Devices, LLC. No agreement was entered into between CFIC (or Chart, as successor in interest) and Mesoscopic Devices governing or restricting the granting of a license under this patent. Mesoscopic Devices is believed no longer in existence after acquisition by Protomex Technology Corporation.

(2) Co-owned with Los Alamos National Security LLC. No agreement was entered into between CFIC (or Chart, as successor in interest) and Los Alamos National Security LLC governing or restricting the granting of a license under this patent.

(3) The amounts are based on estimates and are subject to change due to periodic changes in governmental fees and exchange rates and do not include any law firm or attorney service fees. All fees set forth herein related to U.S. patents are the fees currently applicable to small entities (See, e.g., 37 CFR 1.27).

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Schedule I.1

Purchased Assets

II. KNOW-HOW

All product and tooling technical papers, 3D models, drawings, performance models, calculations, manufacturing processes, assembly procedures and test procedures, test reports, all to the extent available, for the following product models:

Acoustic Cryogenics Products

STAR TM Motor/Alternator	Model No.	Rated Mechanical Power Out (max W at 60 Hz)	1S102M	1S103M	1S104M	1S105M	1S106M	1S107M	1S108M
-CW (w custom windings)			100	250	750	1,200	1,200	3,000	10,000

STARdrive TM (STAR plus acoustic interface, base clearance piston & cylinder)	Model No.	Rated Acoustic Delivery (max W at 60 Hz)	1S109D	1S110D	1S111D	1S112D	1S113D	1S114D	1S115D
-CP (w custom piston size)			90	220	400	500	500	1,000	3,000
-SV (real dimension verification)									

TwinSTAR TM (2-motor pressure wave generator, rated for 30 bar MAWP service)	Model No.	Rated Acoustic Delivery (max W at 60 Hz)	2S102W	2S103W	2S104W	2S105W	2S106W	2S107W	2S108W
-TP (w p instruments)			170	400	1,200	1,800	3,000	3,000	15,000
-CE (SCR manual capacity modulator)									
-DE (w ble frequency drive electronics)									
-SS welded SS wiring (bolted AL not)									

Qdrive TM K (acoustic cryocooler on TwinSTAR drive)	Model No.	Rated Cooling Capacity (max W at 100K cooling)	QS102K	QS103K	QS104K	QS105K	QS106K	QS107K	QS108K
-AR (direct air heat rejection)			8	25	60 (est)	120	220	400 (est)	800
-RH (FAR flexibility attached remote coldhead)									
-TI (w temperature controller)									
-CL (closed loop cooling system, not w -AR)									
-LX (liquefier attachment: condenser & vessel)									
-CE (enclosure cabinet - interior use)									
-HT (supercooler head for 100K svc)									
-CF (CF-style vacuum flange on coldhead)									

For clarification purposes only, the Purchased Assets do not include any trademark rights.

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Schedule I.1

Purchased Assets

III. AGREEMENTS

Any and all rights of the Seller pursuant to the following agreements:

1. Patent Rights and Technical Information License Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Seller, and Praxair, Inc., dated February 22, 2008 (the "Praxair License Agreement").
2. Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Seller, and Halliburton Energy Services, Inc., dated May 27, 2010, as amended (the "Halliburton License Agreement").
3. Pulse Tube Cryorefrigerator Development Agreement, between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Seller and Carleton Life Support Systems, Inc., effective as of March 8, 2006, as amended.
4. Restated Royalty Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Seller, and New York State Energy Research and Development Authority, dated October 23, 1997.

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Schedule 1.1

Purchased Assets

IV. FIXED ASSETS

Asset Number	Description
21918	Vacuum Bake-out system
21924	Vacuum Bake-out system
24071	Vacuum Bakeout system
35132	Helium Leak detector
35997	Run-in Racks
38019	Cleaning-Handling equipment
37226	RGA systems-Pfeiffer
21569	Shop Equipment
21570	Shop Equipment
21571	15362M
21572	Leak detector
21573	Behlman BL 4500
21574	Ceia Induction brazing
21575	Belman electric
23931	Data Acquisition system
22824	Pressure Transducers (4)
40656	Cleanroom (class 100,000)

Note: Other equipment, materials, tools, etc. may be identified and purchased by Buyer under a separate purchase order for an amount to be agreed by the parties prior to the Closing Date.

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Schedule 1.1
Purchased Assets

V. INVENTORY

This listing is for illustrative purposes only. The final list of available inventory will be determined once all open orders have been complete. Buyer and Seller to agree on the items and values for any inventory purchased. Buyer to invoice Seller for such inventory as noted in the Asset Purchase Agreement.

Type	Product Line	Product Desc	Item Number	Description	Qty On hand
RAW	Q10	102 Class	2S102K-24076-A	ASSY, INERTANCE TUBE MODULE 10	22
RAW	Q10	102 Class	1S102M-13384-00-C	102 FLEXURE FLAT LAYOUT	385
RAW	Q10	102 Class	1S102M-13911-C	102 MOTOR STOOL AND STRAP RING	339
FG	Q10	102 Class	2S102K-23365-A	2s102K Close Coupled Cryocooler	1
FG	Q10	102 Class	2S102K-20650-A	CRYOCOOLER, SST, WATER COOLED	1
WIP	Q10	102 Class	2S102K-20650-A	CRYOCOOLER, SST, WATER COOLED	1
RAW	Q10	102 Class	1S102M-23408-A	ASSY, STATOR 102 ELANTAS	19
RAW	Q10	102 Class	1S102M-22248-C	RIVET,AL,.094 DIA X .187 L X,	19350
RAW	Q10	102 Class	1S102M-21306-C	PISTON,38mm DIA C360 BRS,	207
WIP	Q10	102 Class	2S102K-22295-A	ASSY, COLD HEAD FUJI REGENERATO	5
WIP	Q10	102 Class	2S102W-23363-A	PRE-WELD, SWAGED ACOUSTIC PORT	1
RAW	Q10	102 Class	2S102W-20037-C	END VESSEL BOLTED	55
RAW	Q10	102 Class	2S102K-20116-A	Coldhead, 102 Water Cooled	2
RAW	Q10	102 Class	1S102M-14006-00-C	SCR MOTOR AXIS	150
RAW	Q10	102 Class	2S102K-20112-A	ASSY, AFTER COOLER	6
RAW	Q10	102 Class	2S102W-22516-C	CENTERBODY, 38mm PISTON, 102 F	19
RAW	Q10	102 Class	1S102M-13777-C	SPACER, OUTER, 102 BRS -.16 TH	272
RAW	Q10	102 Class	1S102M-13778-C	SPACER, INNER 102 - BRS .125 T	257
RAW	Q10	102 Class	2S102K-24677-C	REGENERATOR ELEMENT, RANDOM	1265
RAW	Q10	102 Class	2S102K-20110-C	AFTERCOOLER,102 COAX COLDHEAD	31
FG	Q10	102 Class	1S102M-23410-A	1s102M Motor for SS PWG	3
RAW	Q10	102 Class	2S102K-21311-C	ADAPTER,COAX COLD HEAD TO	34
WIP	Q10	102 Class	2S102K-30173-A	102 COLDHEAD WITH	0
RAW	Q10	102 Class	2S102K-20038-C	VESSEL,INERTANCE 102 & 132	31

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Schedule 1.1

Purchased Assets

Type	Product Line	Product Desc	Item Number	Description	Qty On hand
RAW	Q10	102 Class	1S102M-13125-00-C	SPACER, MOTOR AXIS SCR	196
WIP	Q10	102 Class	2S102W-23389-A	TURNED MOTOR AND	1
RAW	Q10	102 Class	2S102K-21113-A	FLANGE,MODIFIED NW50 -	30
RAW	Q10	102 Class	1S102M-13104-01-A	MAGNET CORE ASSY	14
RAW	Q10	102 Class	1S102M-21244-C	STATOR IRON, 102 MOTOR	8
WIP	Q10	102 Class	2S102W-21488-C	CTRBODY, MACHINED -BT,	8
RAW	Q10	102 Class	2S102K-21322-A	MODIFIED 3/4-16 SAE TO	39
RAW	Q10	102 Class	2S102K-19004-C	Air Fins 2.00 ID	1627
RAW	Q10	102 Class	2S102K-20062-C	REGENERATOR TUBE,102 COAX	34
RAW	Q10	102 Class	2S102K-20101-C	TUBE,THERMAL BUFFER,102,COAX	24
RAW	Q10	102 Class	1S102M-13133-00-C	LINER, FLEXURE	913
RAW	Q10	102 Class	1S102M-21140-A	MOTOR ASSY LO COST	1
RAW	Q10	102 Class	1S102W-13154-00-C	CAP, 4 INCH SCHED 10-WELD PREP	9
RAW	Q10	102 Class	2S102K-21324-A	TRANSFER HOSE ASSY, LINED,	7
RAW	Q10	102 Class	1S102M-15133-00-A	FLEXURE MOTOR STOOL ASS Y	6
RAW	Q10	102 Class	1S102M-13112-00-C	MAGNET CORE	34
RAW	Q10	102 Class	1S102M-21212-C	MAGNET, 102 .50 X .50 X .625,	689
RAW	Q10	102 Class	2S102K-21321-A	MODIFIED 1-1/16 SAE TO 3/4	20
RAW	Q10	102 Class	2S102K-20119-A	FLANGE,VACUUM NW16 TO 3/4	31
RAW	Q10	102 Class	2S102K-21312-A	COMPLIANCE AND ADAPTER ASSY	1
RAW	Q10	102 Class	2S102K-22539-A	COLD TIP BRAZEMENT, .14 PLENUM	6
RAW	Q10	102 Class	1S102M-11634-00-C	SCR MOTOR AXIS 95KA	51
RAW	Q10	102 Class	2S102K-22521-C	COLD TIP,SAWED SLOTS	8
WIP	Q10	102 Class	2S102W-23390-A	REMOTE PWG, 38 mm PISTON	1
RAW	Q10	102 Class	2S102K-19092-C	SCREEN, FLOW STRAIGHTENER	1350
RAW	Q10	102 Class	2S102K-22753-A	INERTANCE TUBE ASSY	2
RAW	Q10	102 Class	2S102W-21303-C	CENTERBODY,38MM PISTON,	3
RAW	Q10	102 Class	2S102K-19091-C	HOUSING,COLD FLOW STRAIGHTENER	30

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Schedule 1.1

Purchased Assets

Type	Product Line	Product Desc	Item Number	Description	Qty On hand
RAW	Q10	102 Class	2S102K-20064-C	RING, WELD 102 COAX	14
RAW	Q10	102 Class	2S102K-19090-C	HOUSING, WARM FLOW STRAIGHTENER	18
RAW	Q10	102 Class	2S102K-18353-C	CAP, INERTANCE TUBE	25
RAW	Q10	102 Class	2S102K-20117-A	TUBE, COOLING 102 COAX HEAD	19
RAW	Q10	102 Class	1S102M-21307-A	ASSY, 102 PISTON RULON ASSY	2
RAW	Q10	102 Class	2S102K-19151-A	Hose, Helium Containment	21
RAW	Q10	102 Class	2S102K-20087-C	SCREEN, AFTERCOOL 102 COAX HEA	510
RAW	Q10	102 Class	2S102W-19112-C	SKT ADAPTER, INERTANCE COIL	12
RAW	Q10	102 Class	2S102W-19995-A	ASSY, PISTON RULON SS BODY	2
RAW	Q10	102 Class	2S102K-11502-00-C	INERTANCE ADAPTER	17
RAW	Q10	102 Class	2S102K-22443-A	MODIFIED ELECTRICAL BOX COVER	14
RAW	Q10	102 Class	2S102K-19084-A	INERTANCE STUB ASSY, COAX	4
RAW	Q10	102 Class	2S102K-22541-A	ASSY, COLD FLOW STRAIGHTENER	1
RAW	Q10	102 Class	0S000K-22449-C	LABELS, STD SET, 102&132, 7-PIECE	4
RAW	Q10	102 Class	2S102K-19083-C	INERTANCE STUB, COAX	2
WIP	Q10	102 Class	2S102K-20259-A	ASSY, COLDHEAD H CLASS	0
RAW	Q17	175 Class	1S175M-18105-A	MOTOR STOOL & STRAP RING ASSY	48
RAW	Q17	175 Class	1S175M-18253-A	VPI ASSY, 175	2
RAW	Q17	175 Class	1S175W-18249-A	STATOR POLE TIPS CUT, 175	2
RAW	Q17	175 Class	1S175M-24070-C	FLEXURE, 175 MOTOR -	49
RAW	Q17	175 Class	1S175M-21117-C	SPACER, 175 MOTOR	23
RAW	Q17	175 Class	1S175M-22319-A	ASSY, FLEXURE MOTOR STOOL,	3
RAW	Q17	175 Class	1S175D-30206-C	PLATE, MOTOR MOUNT	1
RAW	Q17	175 Class	1S175M-15007-00-A	Magnet Core Ass y	1
RAW	Q17	175 Class	1S175M-22000-C	MAGNET 1.00 X .866 X 1.00 N50M	21
RAW	Q17	175 Class	1S175M-21116-C	LINER, 175 MOTOR FLEXURE LINER	44
RAW	Q17	175 Class	1S175M-15019-00-C	Magnet core	1
WIP	Q17	175 Class	1S175M-30203-A	PISTON RULON ASSEMBLY	0

PATENT

REEL: 044243 FRAME: 0031

Schedule 1.1

Purchased Assets

Type	Product Line	Item Number	Description	Qty On hand
RAW	Q22	2S226K-18150-A	AFTERCOOLER ASSY	2
WIP	Q22	1S226M-19961-A	MOTOR ASSY 226, ELANTAS	0
WIP	Q22	1S226M-19962-A	STATOR BAKE OUT 226, ELANTAS	0
RAW	Q22	1S226M-13983-C	FLEXURE, FLAT - 226 MOTOR	23
RAW	Q22	1S226M-13966-C	STATOR IRON, 226 MOTOR	1
RAW	Q22	2S000W-12336-00-A	ENDEVCO PRESSURE TRANSDUCER	1
RAW	Q22	1S226M-13973-C	LINER, FLEXURE - 226 MOTOR	50
RAW	Q22	2S226K-18224-C	REGENERATOR, COARSE 226	12
RAW	Q22	1S226M-17652-C	SPACER, 226 MOTOR	8
RAW	Q22	1S226M-17655-C	BOBBIN, 226 MOTOR	242
RAW	Q22	2S226K-21334-C	REGENERATOR, PERFORATED CU 226	15
RAW	Q22	1S226M-21201-C	MAGNET 226 - 24MM CUBE N48M	26
RAW	Q22	2S000K-18966-C	BACK PANEL FOR -IP PRESSURE	9
RAW	Q24	2S241K-17582-C	ADAPTER, COLDHEAD TO REMOTE	4
RAW	Q24	2S241K-17575-A	COLD TIP BRAZEMENT	4
FG	Q24	2S241W-23384-A	2s241W Pressure Wave Generator	1
RAW	Q24	2S241K-17579-C	REGENERATOR, TOP	1884
FG	Q24	2S241K-24633-A	MR - 8 HR ASSEMBLY	1
RAW	Q24	2S241K-19252-A	Power and Control Unit	1
RAW	Q24	2S241K-17569-A	TUBE & SHELL WELDMENT, SIDE PO	1
RAW	Q24	2S241K-24669-A	DE BOX, MODIFICATIONS	1
WIP	Q24	1S241D-30081-A	DRIVER ASSEMBLY 4.875 IN	0
RAW	Q24	2S241W-18397-C	END VESSEL, GROOVED - 241	3
RAW	Q24	2S241W-24594-C	CTRBODY	1
RAW	Q24	2S241K-17580-C	REGENERATOR, BOTTOM	569
RAW	Q24	2S241K-18053-A	COLD TIP BRAZEMENT	1
RAW	Q24	2S241K-21397-C	STACK SINTERED WIRE CLOTH	2
RAW	Q24	2S241K-21398-C	STACK SINTERED WIRE CLOTH, WAR	2

PATENT

REEL: 044243 FRAME: 0032

Schedule 1.1

Purchased Assets

Type	Product Line	Product Line Desc	Item Number	Description	Qty On hand
RAW	Q24	241 Class	2S241K-24660-A	ASSEMBY, HX, MODULAR	1
RAW	Q24	241 Class	2S241K-21399-A	FLOW STRAIGHTENER, 241 WARM .7	6
RAW	Q24	241 Class	2S241K-21400-A	FLOW STRAIGHTENER, 241COLD .50	6
RAW	Q24	241 Class	1S241M-24561-C	FLEXURE, FLAT, .018 THK	62
RAW	Q24	241 Class	2S241W-10893-00-C	2X2 KW PISTON SLEEVE	2
RAW	Q24	241 Class	2S241K-24705-A	INERTANCE TUBE ASSY, SST	2
WIP	Q24	241 Class	1S241M-24770-A	MOTOR ASSY	0
RAW	Q24	241 Class	1S241W-13538-A	PISTON, 241 MOTOR	2
RAW	Q24	241 Class	1S241M-10904-00-C	MAGNET SPIDER	10
RAW	Q24	241 Class	2S241W-20238-C-CS	RMA SLEEVE, 241 DRIVER	1
RAW	Q24	241 Class	1S241M-10901-00-C	STATOR FOR 2.75 IN WIDE STRAPS	1
RAW	Q24	241 Class	2S241K-24643-C	MODIFIED CART, 241	1
RAW	Q24	241 Class	1S241M-10712-00-C	STRAP SPACER SHIM	185
RAW	Q24	241 Class	2S241K-17594-C	BLOCK FOR WATER COOLING CONN	3
RAW	Q24	241 Class	2S241K-24628-C	ADAPTER, FTG, TRANSFER HOSE	2
RAW	Q24	241 Class	2S241K-18031-C	TRANSFER HOSE - 362	1
RAW	Q24	241 Class	2S241K-24642-A	TRANSFER HOSE ASSY, 1.0m LENGT	1
RAW	Q24	241 Class	1S241W-18411-C	SCR, CENTER AXIS -	1
RAW	Q24	241 Class	2S241W-18405-C	TUBE SUPPORT PLATE	2
RAW	Q24	241 Class	2S241W-24603-C	TRANSFER LINE ADAPTER	1
RAW	Q24	241 Class	2S241K-24666-A	SUPPORT FRAMING	1
RAW	Q24	241 Class	1S241M-10024-00	C2CMagnet Core	4
RAW	Q24	241 Class	2S241W-18409-A-CS	TURNED MOTOR ASSEMBLY	1
RAW	Q24	241 Class	2S241W-21208-C	FOOT, 241 PWG	2
RAW	Q24	241 Class	2S241K-17585-A	INERTANCE TANK WELDMENT	4
RAW	Q24	241 Class	2S241K-24659-A	PEM NUT ASSY, SHROUD, TOP, REA	1
RAW	Q24	241 Class	2S241K-24663-C	ACCESS PANEL, SYSTEM	1
RAW	Q24	241 Class	2S241K-24667-C	FRONT PANEL, CART	1

PATENT

REEL: 044243 FRAME: 0033

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Schedule 1.1

Purchased Assets

Type	Product Line	Product Desc	Item Number	Description	Qty On hand
RAW	Q24	241 Class	2S241K-24664-C	SHROUD, SIDE, RIGHT	1
RAW	Q24	241 Class	2S241W-18403-C	TUBE SUPPORT BLOCK	2
RAW	Q24	241 Class	2S241K-24626-A	HOSE, HELIUM CONTAINMENT	1
RAW	Q24	241 Class	2S241K-24657-A	PEM NUT ASSY, SHROUD, TOP, RT	1
RAW	Q24	241 Class	1S241M-10906-00-C	STRAP SPACER FOR 2.75 WIDE	8
RAW	Q24	241 Class	2S241K-24655-A	PEM NUT ASSY, SHROUD, TOP, LEF	1
RAW	Q24	241 Class	2S241K-24665-C	SHROUD, SIDE, LEFT	1
RAW	Q24	241 Class	2S241K-17685-C	Cover, Water Tank Access	1
RAW	Q24	241 Class	2S241K-21410-C	FLANGE, INERANCE TUBE, CERTIFI	1
RAW	Q24	241 Class	2S241K-24717-C	REGENERATOR, COARSE	8
RAW	Q24	241 Class	1S241M-21182-C	MAGNET, 241 - 1.00 CUBE N48M	23
RAW	Q24	241 Class	1S241M-10873-00-C	BOBBIN	99
RAW	Q24	241 Class	2S241K-24676-C	PLATFORM, WATER PUMP	1
RAW	Q24	241 Class	2S241K-23617-A	BAKE OUT BUFFER TUBE BLANK	1
WIP	Q24	241 Class	1S241M-30084-A	PISTON RULON ASSEMBLY 4.875	0
WIP	Q24	241 Class	1S241D-30082-A	TURNED MOTOR ASSEMBLY 4.875	0
WIP	Q24	241 Class	1S241D-30082-A	TURNED MOTOR ASSEMBLY 4.875	0
RAW	Q29	297 Class	1S297M-13469-00-C	FLEXURE, FLAT PATTERN	16
RAW	Q29	297 Class	1S297M-13482-C	SPACER, STRAPS 297	18
RAW	Q29	297 Class	1S297M-20086-C	MAGNET, 297 CUBE EPOXY	52
RAW	Q29	297 Class	1S297M-13474-00-C	STRAP RING - 297 LT-WT	2
RAW	Q29	297 Class	1S297M-22675-C	RETAINER, 297 COIL	20
RAW	Q29	297 Class	1S297M-13481-00-C	LINER, STRAPS - 297 LITE-WT	66
RAW	Q29	297 Class	1S297M-13505-00-C	WSHR, MOTOR 297 LW	2
RAW	Q36	362 Class	1S362M-20090-C	MAGNET 362, 1.50 CUBE	138
RAW	Q36	362 Class	1S362M-16006-A	FLEXURE, DIAMETRAL .024 THK	36
RAW	Q36	362 Class	2S362W-16087-C	CABLE ASSY THERMOCOUPLE	12
RAW	Q36	362 Class	1S362M-16009-A	FLEXURE, DIAMETRAL - BEND	17

PATENT

REEL: 044243 FRAME: 0034

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Schedule 1.1

Purchased Assets

Type	Product Line	Item Number	Description	Qty On hand
WIP	Q36	1S362M-21178-A	1s362M Motor for AL PWG	0
RAW	Q36	1S362M-16043-C	CABLE ASSY MOTOR FEED THRU	1
RAW	Q36	1S362M-13067-C	SPACER, FLEXURE - 362 LW	8
RAW	Q36	1S362M-12439-00-C	LINER, STRAP - 362 FRAME	110
RAW	Q36	2S362W-13070-C	BULKHEAD FTG SUPPORT - 362 LW	2
RAW	Q36	1S362M-22709-C	SST, 716 STRIP 3.800"" W X .0	340
RAW	Q36	2S362K-23619-C	SHROUD, COOLING LOOP	5
RAW	Q36	1S362M-16009-C	FLEXURE, DIAMETRAL - BEND	10
RAW	Q36	1S362M-12505-00-C	WSHR, BEARING - 362 FRAME	1
RAW	Q36	1S362M-12445-00-C	CLAMP BAR - 362 FRAME	11
RAW	Q36	1S362M-10617-00-C	BOBBIN, COIL - 362 FRAME	47
RAW	Q36	2S362K-23561-C	BRACKET, SNAP SWITCH RETAINING	3
RAW	Q36	1S362M-18880-C	COIL CLAMP	3
WIP	Q36	1S362M-21178-A	1s362M Motor for AL PWG	0
RAW	Q00	P00020	FEED THRU CONN, 16 AWG, 4	264
RAW	Q00	P02490	RANDOM FIBER SHT,SS,12 MICRONS	140
RAW	Q00	P00698	FEED THRU CONN, 10 AWG, 2	21
RAW	Q00	P00087	Wire, Magnet, CU, Rectangular	668
RAW	Q00	P03018	BLIND GLAND 3/4 INCH SST 316	30
RAW	Q00	P02960	CAP 3/4 INCH SST 316	39
RAW	Q00	P02953	SKT WELD GLAND 3/4 INCH SST 31	47
RAW	Q00	P02959	PLUG 3/4 INCH SST 316	37
RAW	Q00	P03121	DISCONNECT, FUSED, 100A RATED	3
RAW	Q00	P02907	THERMOSET LAMINATE XX TUBE PER	13.5
RAW	Q00	P01536	VLV,SS,BELLOWS,.25 TU,SWGLK SS	10
RAW	Q00	P03185	RULON J, .062 THK x 12.00	9
RAW	Q00	P02329	SENSOR, POSITION VIP, 50 mm RA	2
RAW	Q00	2S000K-20223-A	IP PRESSURE SIGNAL PROCESSOR	3

PATENT

REEL: 044243 FRAME: 0035

Schedule 1.1

Purchased Assets

Type	Product Line	Item Number	Description	Qty On hand
RAW	Q00	P01078	INDUSTRIAL VIBRATION SENSOR	2
RAW	Q00	P00832	PIEZORESISTIVE PRESSURE TRANSD	1
RAW	Q00	P02954	MALE NUT 3/4 INCH SST 316	26
RAW	Q00	P02158	SLEEVEING, SPIRAL CUT WRAP-AROU	86
RAW	Q00	P00027	1/4 tube, Instrument Ball Valv	8
RAW	Q00	P03150	CABLE4 AWG, SHIELDED 4 CONDUCT	24
RAW	Q00	P01845	Omega Reader	2
RAW	Q00	P03073	WIRE 10AWG CU STRANDED TEFLON	76.5
RAW	Q00	P02956	NICKEL GASKET 3/4 INCH SST 316	69
RAW	Q00	P01922	RIVET,2117-T4 ALM, .187DIA X.3	1362
RAW	Q00	P03093	SCR, SHCS 3/8-16 X 6.5 ALY STL	106
RAW	Q00	P02955	SST FEM NUT 3/4 INCH SST 316	14
RAW	Q00	P02678	CABLE MULTI COND SHIELDED	90
RAW	Q00	P01541	CONTACT,14-22 AWG,CRIMP,	381
RAW	Q00	P03242	1/8 DIN COMPACT TEMP CONT	1
RAW	Q00	P00888	CONN, MALE SAE SST, .75 DIA	14
RAW	Q00	P03109	HEAD,SS,SEMI ELLIP,6.0 OD TU,	22
RAW	Q00	P02438	CONN, BRAZE SST	20
RAW	Q00	P02466	NW16 - 3/4 TUBE	20
RAW	Q00	P02570	FLANGE 4.62 DIA CF75,	4
RAW	Q00	13636518	LID ASSY MVE 1500P/R COMPOSITE	2
RAW	Q00	P01964	METER ANALOG 0-10vDC	1
RAW	Q00	P00833	ENDEVCO WIRE 24328-2	50
RAW	Q00	P03240	PRESSURE GAUGE 0-600 PSI	3
RAW	Q00	P02555	Tube Nut, SST, for .625 OD Tub	40
RAW	Q00	P02320	SCR, SHCS, SST,	8
RAW	Q00	P02040	VALVE, BELLOWES VCR FTGS SW	1
RAW	Q00	P01186	SCR, SCHD, ALY STL, 3/8-16 x 6	69

PATENT

REEL: 044243 FRAME: 0036

Schedule 1.1

Purchased Assets

Type	Product Line	Item Number	Description	Qty On hand
FG	Q00	P03196	PRESSURE GAUGE 0-600 PSI	3
RAW	Q00	P00427	TUBING, TYGON PVC, REINFORCED	50
RAW	Q00	P00074	RULON J, .062 THK X 2.00	581.6
RAW	Q00	P02296	SST-CASE LIQUID-	9
RAW	Q00	2S000K-19234-C	End Plate, Enclosure,	22
RAW	Q00	P01367	CONN, MALE, SST	6
RAW	Q00	P00140	RIVET, .187" DIA X .500", SOLI	381
RAW	Q00	P03117	HEAD,SS,SEMI ELLIP,6.0 ODX.105	11
RAW	Q00	P02381	FAN, 115V AC, 60HZ, 159CFM,	2
RAW	Q00	P02549	MANF, JUNCTION 1/4 NPT	17
RAW	Q00	P00835	CORD PLUG CONN, MALE	14
RAW	Q00	P00133	NUT, CINCH, 12 PT HEX, 3/4-16,	3
RAW	Q00	P02155	CONN, PANEL MOUNT, FEM	11
RAW	Q00	P02671	Plug, SST, 5/8 OD Tube	13
RAW	Q00	20782208	LID ASSY CRYOEXTRA 20	1
RAW	Q00	P02059	THERMOCOUPLE, TYPE E, .062 DIA	6
RAW	Q00	P00347	1/4 TUBE, RELIEF VALVE, 3XX SS	1
RAW	Q00	P02651	FLANGE 4.62 DIA CF75,	2
RAW	Q00	P02864	FAN, 4.7 SQ	6
RAW	Q00	P00507	3/4 tube Male FTG	4
RAW	Q00	P02528	1" TUBE TO 1 1/16 SAE FTG	3
RAW	Q00	P02070	UNION NUT, 1-1/2 TBE,ALY BRONZ	1
RAW	Q00	P00269	PORT CONN, 1/4 TUBE, SST	24
RAW	Q00	P02604	SCR, SHCS ALY ST, PER MIL-Spec	22
MRO	Q00	P00053	TU,ACRYLIC,6AWG,GRADE C,155°C	242
MRO	Q00	P01857	WIRE, CORD, 10/4 AWG, SHIELDED	16
RAW	Q00	P02717	COMPUTER CABLE, DATALENE INSUL	94
RAW	Q00	P00278	NAS BOLT, HHMS	41

PATENT

REEL: 044243 FRAME: 0037

Schedule 1.1

Purchased Assets

Type	Product Line	Product Desc	Item Number	Description	Qty On hand
RAW	Q00	Other Q-Drive	P00473	THERMOCOUPLE, TYPE K, WITH SEL	11
RAW	Q00	Other Q-Drive	P02906	CONN, FEM, TWISTLOK, 50A, 250V	1
RAW	Q00	Other Q-Drive	P00032	1/4 TUBE, PLUG, 3XX SS	22
RAW	Q00	Other Q-Drive	P02905	PANEL RECEPTACLE, LOCKING, 50A	1
RAW	Q00	Other Q-Drive	P00388	Wire Cloth, 80x80 mesh, .0055	12
MRO	Q00	Other Q-Drive	P01794	Silver Epoxy, Semi-Flexible,	1
RAW	Q00	Other Q-Drive	P02156	CONN, PLUG, MALE, INTERNA	4
RAW	Q00	Other Q-Drive	P03031	REDUCING UNION BORED	6
RAW	Q00	Other Q-Drive	P03159	LOOP CLAMP NYLON 1/2 OD #10 HO	100
RAW	Q00	Other Q-Drive	P01501	SCR, HHCS, 5/8-11 X 5 LG GRADE	36
RAW	Q00	Other Q-Drive	P02763	NUT, FEM 316 SST 1/2 VCO	9
RAW	Q00	Other Q-Drive	9713109	TRANS HOSE 1/2"X6'OAL INERT	2
RAW	Q00	Other Q-Drive	P01007	miniature CONN for type E	41
RAW	Q00	Other Q-Drive	2S000K-19233-C	Bottom Extrusion, Enclosure,	10
RAW	Q00	Other Q-Drive	P02577	BOBBIN, E1 150 NYLON	60
RAW	Q00	Other Q-Drive	P02556	Front Ferrule, SST, for .625 O	40
RAW	Q00	Other Q-Drive	P03140	NEOPRENE FOAM SHEET	2
RAW	Q00	Other Q-Drive	P02557	Back Ferrule, SST, for .625 OD	40
RAW	Q00	Other Q-Drive	2S000K-19235-C	Top Extrusion, Enclosure,	10
RAW	Q00	Other Q-Drive	P01881	TUBING, COPPER, CLEANED	100
RAW	Q00	Other Q-Drive	P02927	FUHLR 5 X 20 mm 250 VAC, 10 A	28
RAW	Q00	Other Q-Drive	P00536	reservoir, 3 qt, 3/4" ID FTG	2
RAW	Q00	Other Q-Drive	P01485	VOLTAGE REFERENCE, TO-5 PACKAG	8
RAW	Q00	Other Q-Drive	P02924	FUHLR 1/4 X 1-1/4 500 VAC, 15	12
MRO	Q00	Other Q-Drive	P03004	WIRE, THERMOCOUPLE,	40
RAW	Q00	Other Q-Drive	P01375	TC, type E, .062" dia, 12"	3
RAW	Q00	Other Q-Drive	P01159	SST Tubing, Type 304, 3/8 OD,	3
RAW	Q00	Other Q-Drive	P00487	STRAIN RELIEF, NON METALIC	22

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PATENT

REEL: 044243 FRAME: 0038

Schedule 1.1

Purchased Assets

Type	Product Line	Product Desc	Item Number	Description	Qty On hand
RAW	Q00	Other Q-Drive	P02844	FUSE 5mm X 20 mm GLASS TUBE	54
RAW	Q00	Other Q-Drive	P02614	SCR HHCS GRADE 8 STL, MIL-Spec	8
RAW	Q00	Other Q-Drive	P00834	TA4FX CONN FEM RECEP	5
RAW	Q00	Other Q-Drive	P02572	GASKET Cu FOR 4.62 DIA CF75 FL	20
RAW	Q00	Other Q-Drive	P02561	GAUGE, PRESSURE 0-600 PSI 2-1/	1
RAW	Q00	Other Q-Drive	P02613	LEVELING SHIM, 18-8 SST	9
RAW	Q00	Other Q-Drive	P00405	Reducing Union, 3/8 to 1/4 TuB	4
RAW	Q00	Other Q-Drive	P01245	Barbed Hose FTG, Hose to pipe	34
RAW	Q00	Other Q-Drive	P01484	AD621ANZ; AMPLIFIER ; 18.0V MA	8
RAW	Q00	Other Q-Drive	P02282	FLANGE, SST 6" CF100 BLANK	1
MRO	Q00	Other Q-Drive	P02353	WIRE, 2 COND, 20AWG, SHIELDED	414
RAW	Q00	Other Q-Drive	P02762	SKT WELD GLAND 316 SST 1/2 VCO	6
RAW	Q00	Other Q-Drive	P01319	NUT, SLEF CLINCHING	100
RAW	Q00	Other Q-Drive	P00357	DOWEL PIN, 316 SST	44
RAW	Q00	Other Q-Drive	P01097	NAS BOLT, HHMS, 10-32 X .375"	96
RAW	Q00	Other Q-Drive	P01422	SCR, SCHD, 18-8 SST, 10-32 x 3	647
RAW	Q00	Other Q-Drive	P03179	SHORT TUBE BUTT WELD 1/4x1/4x	6
RAW	Q00	Other Q-Drive	P02265	NUT, HEX DEFORMED THD ALY ST	109
RAW	Q00	Other Q-Drive	P02707	STRAIN RELIEF, NYLON 90° ELBOW	5
RAW	Q00	Other Q-Drive	P00490	CAP 4 INCH SCHED 10	1
RAW	Q00	Other Q-Drive	P00425	NUT, HEX, GRADE 8, 3/8-16	405
RAW	Q00	Other Q-Drive	P02174	SCR, HHCS GR 8 STL 1/2-13 X 1-	90
RAW	Q00	Other Q-Drive	P02968	POWER SUPPLY, 12VDC	2
RAW	Q00	Other Q-Drive	P02667	CABLE,MULTI COND,SHLD,18/3 AWG	10
RAW	Q00	Other Q-Drive	P03060	NEOPRENE FOAM .25 THK,	41
RAW	Q00	Other Q-Drive	P03050	GASKET NEOPREEN ADHESIVE BACK	9
RAW	Q00	Other Q-Drive	P02700	RING TERMINAL, 16-14 AWG,	134
RAW	Q00	Other Q-Drive	P01108	Rivet, Blind, Dome Style, ALUM	182

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PATENT

REEL: 044243 FRAME: 0039

Schedule 1.1

Purchased Assets

Type	Product Line	Item Number	Description	Qty On hand
RAW	Q00	P00120	WSHR, FLAT, 18-8 SST, #6 NAS	1136
RAW	Q00	P00029	1/4 tube, Male FTG	3
RAW	Q00	P03010	PLUG SST FOR 1/16 TUBE	4
RAW	Q00	P02672	Plug, SST, 3/4 OD Tube	3
RAW	Q00	P01876	BHD UNION, 3/8 TUBE. BRS	6
RAW	Q00	P02877	FAN GUARD, 10" DIA, SST 316	4
RAW	Q00	P00125	WSHR, FLAT, 18-8 SST, 1/4 NAS,	395
RAW	Q00	P00049	BOBBIN, GLASS FILLED NYLON	72
RAW	Q00	P02609	MIL-Spec Grade 8 ALY STL,	7
RAW	Q00	P03141	SCREW, SCHD, ALLOY ST Zn PL 3	84
RAW	Q00	P00418	WSHR, FLAT, 18-8 SST, 3/8 AN	440
MRO	Q00	P03094	WIRE, 20 AWG STRANDED M	167
RAW	Q00	P02200	INSERT, HELICAL THD, 18-8	90
RAW	Q00	P02928	FUSE, CERAMIC TUBE 1/4 X 1-1/4	17
RAW	Q00	P00448	SCR, HEX HD, GRADE 8 ZINC-PLD	47
RAW	Q00	P01934	EDGE TRIM, POLYETHYLENE	98.4
RAW	Q00	P02185	WIRE, MAGNET, INSULATED COPPER	2
RAW	Q00	P01901	Wire, Magnet, Copper, Round	4.82
RAW	Q00	P03184	FEED THROUGH HERMETIC SEAL	12
RAW	Q00	P02229	HANDLE, OVAL GRIP	2
RAW	Q00	P02326	INSERT, HELICAL THD,	10
RAW	Q00	P02806	Bracket, DIN Rail, Rose-Bopla	10
RAW	Q00	P01530	WIRE, RECTANGULAR MAGNET .051	3
RAW	Q00	P00121	WSHR, FLAT, SS, #8, 18-8, NAS	801
MRO	Q00	P02790	WIRE, TC, TEFLON, TYPE E, 24 A	19
RAW	Q00	P00480	DOWEL PIN, 316 SST	109
RAW	Q00	P00131	NAS bolt, HHMS, 10-32 x 1.00"	11
RAW	Q00	P02558	NUT 316 SST 1/4 FEM SWAGEL	6

PATENT

REEL: 044243 FRAME: 0040

Schedule 1.1
Purchased Assets

Type	Product Line	Item Number	Description	Qty On hand
RAW	Q00	P00158	SCR, ALY ST, SCHD, 6-32 X	85
RAW	Q00	2S000K-20395-A	THERMOCOUPLE CABLE	1
RAW	Q00	P03151	CORD GRIP ALUM, 1.13 - 1.2.5 D	1
RAW	Q00	P02638	CLAMP, WORM-DRIVE HOSE, 301 SS	54
RAW	Q00	P02167	O-RING, BUNA-N, 2-233	188
RAW	Q00	P01956	COUPLING, 5/8 ID HOSE, BARBED,	13
RAW	Q00	P02607	NUT, HEX, GRADE 8 STL, 5/8-11	8
MRO	Q00	P03119	THERMAL EPOXY, RIDGID, .09 OZ	1
RAW	Q00	P02242	BOBBIN, E187X1	48
RAW	Q00	P02580	SCR SHCS, ALY STL, CAD	8
RAW	Q00	P02605	SCR, SHCS ALY ST, PER MIL-Spec	18
RAW	Q00	P00203	SCR, ALY STL, SCHD, CORR RESIS	113
RAW	Q00	P02611	MIL Spec ALY STL SKT He	10
RAW	Q00	P02872	FASTENER, END-FEED, FOR 1.0IN	48
RAW	Q00	P00882	O-RING, BUNA-N, 3-924	197
RAW	Q00	P02234	ELBOW FEM	2
RAW	Q00	P01091	FEED THROUGH HERMETIC SEAL	9
RAW	Q00	P00141	Rivet, .187" dia x .625"	77
MRO	Q00	P00007	EPOXY,CE211-PART A,1/2 PINT	1
MRO	Q00	P00008	EPOXY,CE211-PART B, 1/2 PINT	1
RAW	Q00	P02136	O-RING, BUNA-N, 3-932	140
RAW	Q00	P01335	O-RING, BUNA-N, 2-216	382
RAW	Q00	P02889	BELLOWS, TAPERED, ROUND 1.75 -	1
RAW	Q00	P00355	O-RING, BUNA-N, 2-230	196
RAW	Q00	P03158	COVER FOR DISTRIBUTION BLOCK,	5
RAW	Q00	P00039	1/16 TUBE, MALE FTG, 5/16	1
RAW	Q00	P02610	MIL-Spec Grade 8 ALY STL,	4
RAW	Q00	P01939	O-RING, BUNA-N, 2-254	32

PATENT

REEL: 044243 FRAME: 0041

Schedule 1.1

Purchased Assets

Type	Product Line	Product Line Desc	Item Number	Description	Qty On hand
RAW	Q00	Other Q-Drive	P00208	NUT, HEX, GRADE 8 PLAIN STL,	78
RAW	Q00	Other Q-Drive	P02043	CAP, 316 SST,VCR SWAGELOK SS-4	2
RAW	Q00	Other Q-Drive	P02634	Washer, Flat, 5/16 .69 OD,	258
RAW	Q00	Other Q-Drive	P02108	O-RING, BUNA-N, 2-264	28
RAW	Q00	Other Q-Drive	P02469	FRONT FERRULE, SST	8
RAW	Q00	Other Q-Drive	P01098	NAS BOLT, 1/4-28 UNF-3A X 1.31	8
RAW	Q00	Other Q-Drive	P02257	BUMPER, HARD RUBBER	27
RAW	Q00	Other Q-Drive	P00655	SCR, BTNHD, 18-8 SST, 10-32X 3	466
RAW	Q00	Other Q-Drive	P03005	O-RING, VITON, 90 DURO 2-165	6
RAW	Q00	Other Q-Drive	P02188	SCR, AL STL, SHCS, CORR RESIST	132
RAW	Q00	Other Q-Drive	P00113	DOWEL PIN, 316 SST	34
RAW	Q00	Other Q-Drive	P00033	TEE, 1/4 TUBE, SST	1
RAW	Q00	Other Q-Drive	P02818	NUT, HEX DEFORMED THD ALY ST	5
RAW	Q00	Other Q-Drive	P02964	RING TERMINAL 12-10	199
RAW	Q00	Other Q-Drive	P03144	CONNECTOR TC INTEGRAL	8
RAW	Q00	Other Q-Drive	P02012	SCR, SHCS, 18-8 SST, 10-32 X	47
RAW	Q00	Other Q-Drive	P03011	PLUG BRS, 3/4 NPT	6
RAW	Q00	Other Q-Drive	P02189	O-RING, BUNA-N, 2-244	93
RAW	Q00	Other Q-Drive	P02792	WSHR, Flat, GR8 ST, 13/32 ID,	147
RAW	Q00	Other Q-Drive	P02470	BACK FERRULE, SST,	8
RAW	Q00	Other Q-Drive	P00137	LOCKNUT, HEX, NYLON-INSERT,	459
RAW	Q00	Other Q-Drive	P03116	TerminalDisconnectFaston250	234
RAW	Q00	Other Q-Drive	P00384	O-RING, BUNA-N, 2-228	165
RAW	Q00	Other Q-Drive	P03129	CONNECTOR SST 1_2 VCO X 3_4-16	1
RAW	Q00	Other Q-Drive	P03097	FERRITE CABLE CLAMP	8
RAW	Q00	Other Q-Drive	P02518	REDUCER 304 SST 1/4 TO 3/16	2
RAW	Q00	Other Q-Drive	P00180	RIVET, BLIND, DOME STYLE, ALUM	43
RAW	Q00	Other Q-Drive	P00491	SCR, SCHD, ALY STL, 6-32	194

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PATENT

REEL: 044243 FRAME: 0042

Schedule 1.1

Purchased Assets

Type	Product Line	Product Desc	Item Number	Description	Qty On hand
RAW	Q00	Other Q-Drive	P00672	SCR, BTNHD, ALY STL, 6-32 x 3/	181
RAW	Q00	Other Q-Drive	P00718	O-RING, BUNA-N, 2-222	187
RAW	Q00	Other Q-Drive	P00145	SCR, ALY STL, SCHD, CORR	84
RAW	Q00	Other Q-Drive	P00365	WSHR, PRESSURE SEALING, ZINC-	20
RAW	Q00	Other Q-Drive	P01165	RING TERMINAL 22-18 AWG, #6 ST	274
RAW	Q00	Other Q-Drive	P02586	O-RING, BUNA-N, 2-120 MIL-Spec	79
RAW	Q00	Other Q-Drive	P00225	1/4 TUBE - 1/2 TUBE FTG REDUCE	1
RAW	Q00	Other Q-Drive	P00155	SCR SHCS, ALY STL ULTRA	35
RAW	Q00	Other Q-Drive	P01101	Nut, Hex, 18-8 SST, 1/4-20	278
RAW	Q00	Other Q-Drive	P03100	Snap action disc thermostat,	2
RAW	Q00	Other Q-Drive	P02365	TERMINAL BLOCK, 4 POSITION, 5M	8
RAW	Q00	Other Q-Drive	P02198	O-RING, BUNA-N, 2-159	56
RAW	Q00	Other Q-Drive	P02251	PLAIN STL WSHR WITH TAG HOLE	15
RAW	Q00	Other Q-Drive	P01670	WIRE, STRANDED COPPER, 16AWG,	85
RAW	Q00	Other Q-Drive	P00348	SPRING KIT, 350 TO 750 PSIG	4
RAW	Q00	Other Q-Drive	P02227	SCR, BTNHD, SS, 10-32X.50 LG	245
RAW	Q00	Other Q-Drive	P02539	O-RING BUNA-N 2-151	91
RAW	Q00	Other Q-Drive	P02141	SCR, SHCS 18-8 SST	75
RAW	Q00	Other Q-Drive	P00567	MINIATURE CONN FOR TYPE K	7
RAW	Q00	Other Q-Drive	P02996	WSHR, SEALING, 5/16, .30 ID, 61	16
RAW	Q00	Other Q-Drive	P01229	SCR, Flat Hd Mach, 18-8 SST, 8	245
RAW	Q00	Other Q-Drive	P01173	SCR, SCHD, 18-8 SST, 8-32 X 2.	69
RAW	Q00	Other Q-Drive	P01386	O-RING, BUNA-N, 2-125	260
RAW	Q00	Other Q-Drive	P00822	O-RING, BUNA-N, 2-043	94
RAW	Q00	Other Q-Drive	P00327	NUT, HEX, LOCK, SS, #10-32, 316	137
RAW	Q00	Other Q-Drive	P00866	WSHR, SPRING LOCK, ZINC-PLD	269
RAW	Q00	Other Q-Drive	P01488	470 OHMS RESISTER;	11
RAW	Q00	Other Q-Drive	P02180	18-8 SST AN 960	78

PATENT

REEL: 044243 FRAME: 0043

Schedule 1.1
Purchased Assets

Type	Product Line	Item Number	Description	Qty On hand
RAW	Q00	P02022	DOWEL, 18-8 SST, M3 X 10	67
RAW	Q00	P01413	O-RING, BUNA-N, 2-120	305
RAW	Q00	P02532	INSERT, HELICAL THD, 18-8	21
RAW	Q00	P00123	WSHR, Flat, 18-8 SST, 1/4 AN,	199
RAW	Q00	P02286	CONN, TC, Glass Filled Nylon	4
RAW	Q00	P00401	Fan guard, STL	8
RAW	Q00	P03142	CONNECTOR TC INTEGRAL CABLE CL	5
RAW	Q00	P03003	CABLE POWER, 18/2 AWG 600V AC	20
RAW	Q00	P00135	Locknut, Hex, Nylon-Insert,	128
RAW	Q00	P00138	NUT, HEX, LOCK, SS, #8-32, 316SS,	141
RAW	Q00	P00792	SCR, HEX HD, GRADE 8 ZINC-PLD	84
RAW	Q00	P00533	WSHR, SPRING LOCK, 18-8 SST,	545
RAW	Q00	P02098	SCR, SHCS 18-8 SST, M5X65	29
RAW	Q00	P02256	DOWEL, 18-8 SST .250 DIA X 5/8	25
RAW	Q00	P00626	BUMPER, RECESSED RUBBER W/O	104
RAW	Q00	P02405	1/8 NPT TO 1/4 TUBE	2
RAW	Q00	P02019	NUT NYLON INSERT LKG ZN PL STL	262
RAW	Q00	P00566	MINIATURE CONN FOR TYPE K	6
RAW	Q00	P00734	WSHR, SPRING LOCK, 18-8 SST,	270
RAW	Q00	P03157	DISTRIBUTION BLOCK, 2 CIRCUIT	1
RAW	Q00	P00878	O-RING, BUNA-N, 2-041	84
RAW	Q00	P01749	WSHR, LKG 18-8 SST 3/8 IN	131
RAW	Q00	P02817	WSHR, BELLEVILLE SST, #8	43
RAW	Q00	P02595	WSHR, FLAT, STL, 5/8 SCR	47
RAW	Q00	P00986	SCR, AL STL, SHCS, CORR RESI	50
RAW	Q00	P01863	WSHR, FLAT, 18-8 SST, C10L	247
RAW	Q00	P00437	GLASS FUSE, 500MA, GDC SERIES,	18
RAW	Q00	P01160	Cord Grip, Liquid Tight, Nylon	4

Schedule 1.1

Purchased Assets

Type	Product Line	Item Number	Description	Qty On hand
RAW	Q00	P01414	O-RING, BUNA-N, 2-260	10
RAW	Q00	P02560	SHORT TUBE BUT WELD 316 SST 1/	1
RAW	Q00	P00317	WIRE 22 AWG STRANDED	85
RAW	Q00	P02785	O-RING, BUNA-N, 2-033	102
RAW	Q00	P02662	SCR, BTNHD, 18-8 SST,	98
RAW	Q00	P03059	SCR, SHCS GR 8 AL ST	19
RAW	Q00	P01531	LABEL, REVERSABLE TEMPERATURE,	8
RAW	Q00	P03041	O-RING, 2-250 VITON PER	3
RAW	Q00	P03045	O-RING, 2-251 VITON PER	3
RAW	Q00	P03075	BACKUP RING TEFLON 2-012 ORING	47
RAW	Q00	P00349	SCR, AL STL, SHCS, CORR RESIST	19
RAW	Q00	P02047	NUT, NYLON INSERT,18-8 SST,	30
RAW	Q00	P02502	CONN, TC, TYPE K, MINI, GND	3
RAW	Q00	P00041	LABEL, SELF-ADHESIVE, VINYL,	9
RAW	Q00	P03023	SCR, ALY STL CORR RESIST SHCS	8
RAW	Q00	P02883	WSHR, FLAT ZINC PLTD STL	121
RAW	Q00	P03046	O-RING, 2-016 VITON PER	39
RAW	Q00	P02034	SCR, SHCS METRIC CLASS 12.9	84
RAW	Q00	P01719	WIRE, 12 AWG STRANDED NICKEL	16
RAW	Q00	P02989	SCR, HEX HD, GR5,	6
RAW	Q00	P00319	REFRIDGERATOR VALVE	4
RAW	Q00	P03194	SS SHCS 8-32 THREAD, 2-3/4 in	26
RAW	Q00	P03176	TUBING, ABRASION RESISTANT	4.1
RAW	Q00	P03000	NUT, NYLON INSERT	88
RAW	Q00	P02584	O-RING, BUNA-N, MIL-Spec 2-216	17
RAW	Q00	P03021	SCR, GR5 ALY STL	3
RAW	Q00	P01767	WSHR,LK,INT TOOTH,#10,ZINC,PLT	357
RAW	Q00	P01751	SCR, SHCS, ALY ST,10-32 X	29

PATENT

REEL: 044243 FRAME: 0045

Schedule 1.1

Purchased Assets

Type	Product Line	Product Desc	Item Number	Description	Qty On hand
RAW	Q00	Other Q-Drive	P00336	SCR,SHCS,SS,8-32X1.50,18-8	101
RAW	Q00	Other Q-Drive	P02767	NUT, OVAL LOCK WITH CONICAL TO	84
RAW	Q00	Other Q-Drive	P01521	RIVET NUT, ALUM, 8-32 INTL THD	23
RAW	Q00	Other Q-Drive	P02468	TUBE NUT, SST, FOR	1
RAW	Q00	Other Q-Drive	P03147	O-RING VITON 2-222 PER Mil-R-8	7
RAW	Q00	Other Q-Drive	P03161	LOOP CLAMP NYLON 1/4 OD #10 HO	95
RAW	Q00	Other Q-Drive	P02990	NUT, HEX LOCKING,	36
RAW	Q00	Other Q-Drive	P03088	LOCKING CLIP, THERMOCOUPLE	7
RAW	Q00	Other Q-Drive	P02170	WSHR, FLAT, Zinc Plated Steel	29
RAW	Q00	Other Q-Drive	P02371	WSHR, BELLEVILLE 17-7 Ph SS #1	21
RAW	Q00	Other Q-Drive	P00117	WSHR, FLAT, 18-8 SST, #10 NA	75
RAW	Q00	Other Q-Drive	P01920	SCR, SHCS 18-8 SST, M6X80	14
RAW	Q00	Other Q-Drive	P00475	SCR, SCHD, 18-8 SST	80
RAW	Q00	Other Q-Drive	P03122	O-RING VITON 2-116	21
RAW	Q00	Other Q-Drive	P00571	RIVET, ALUM 2117-T4, .094 DIA	52
MRO	Q00	Other Q-Drive	P03101	GASKET NEOPRENE ADHESIVE BACK	47
RAW	Q00	Other Q-Drive	P01167	RING TERMINAL 22-18 AWG	92
RAW	Q00	Other Q-Drive	P00160	SCR, SCHD, 18-8 SST, 8-32 x	18
RAW	Q00	Other Q-Drive	P03143	CONNECTOR TC INTEGRAL CABLE CL	2
RAW	Q00	Other Q-Drive	P01525	ENCLOSURE, ABS PLASTIC	1
RAW	Q00	Other Q-Drive	P01864	WSHR, FLAT, 18-8 SST, #10,	77
RAW	Q00	Other Q-Drive	P03098	Nylon Flat WSHR 1/2 0.505 ID,	92
RAW	Q00	Other Q-Drive	P01880	DOWEL, 18-8 .375 OD X 1.25 LG	3
RAW	Q00	Other Q-Drive	P00261	SCR, ALY STL, SHCS, CORR RESIS	18
RAW	Q00	Other Q-Drive	P02583	O-RING, BUNA-N, 2-043 MIL-Spec	5
RAW	Q00	Other Q-Drive	P01388	WSHR, FLAT, ZINC-PLD STL,	168
RAW	Q00	Other Q-Drive	P03188	BHCS 18-8 SST 10-32 X 1.00 LG	42
RAW	Q00	Other Q-Drive	P02289	CONN, TC, Glass Filled Nylon	2

PATENT

REEL: 044243 FRAME: 0046

Schedule 1.1

Purchased Assets

Type	Product Line	Item Number	Description	Qty On hand
RAW	Q00	P01473	SCR, BHCS, 1/4-20 X .500,	34
RAW	Q00	P02929	FUSE, CERAMIC TUBE 5 X 20 mm	3
RAW	Q00	P03146	O-RING VITON 3-924 PER Mil-R-8	4
RAW	Q00	P03053	SCR, HHCS, GR 5 AL ST	12
RAW	Q00	P03044	O-RING, 2-020 VITON PER	19
RAW	Q00	P03007	BRS Barbed Hose FTG, Adapter	4
RAW	Q00	P01527	FINISHING PLUG, UNVENTED, NYLO	91
RAW	Q00	P02263	INSERT, HELICAL THD,	8
RAW	Q00	P00309	WSHR, SPRING LOCK, 316 SST	18
RAW	Q00	P01987	DURABLE BLACK NEOPRENE RUBBER	4
RAW	Q00	P02481	SCR SHCS ALY STL 10-32 X 5.00	2
RAW	Q00	P03183	RIGID PLASTIC LOCKING PLUG	97
RAW	Q00	P02631	WIDE-RIM ZINC-PLD STL SHIM	31
RAW	Q00	P02941	SCR ALY ST SHS CORR RESIST	13
RAW	Q00	P03082	SCR SHCS, ALY STL, ZINC PLATE	9
RAW	Q00	P02030	SCREW, HHCS, 5/8-11 X 1.75 ,	4
RAW	Q00	P03042	O-RING, 2-151 VITON PER	3
RAW	Q00	P02547	FTG, 3/8 HOSE TO SWAGLOK	4
RAW	Q00	P00204	WSHR, FLAT, ZINC-PLD STL,	38
RAW	Q00	P01331	SCR, BTNHD, 18-8 SST, 8-32 x 3	98
RAW	Q00	P01376	WSHR, SPRING LOCK, 18-8 SST,	40
RAW	Q00	P02175	O-RING, BUNA-N, 2-012	147
RAW	Q00	P02984	SCR AL STL, SCHD, CORR RESIS	4
RAW	Q00	P02287	Bracket, Panel MTG for Miniatur	2
RAW	Q00	P02800	SCR, SHCS, 18-8 SST	2
RAW	Q00	P03072	CORD GRIP SCR CONN STYLE	1
RAW	Q00	P02977	SCR SHCS ALY STL CLASS	2
RAW	Q00	P03168	CONDUIT FITTING LOCKNUT STEEL	8

PATENT

REEL: 044243 FRAME: 0047

Schedule 1.1

Purchased Assets

Type	Product Line	Product Desc	Item Number	Description	Qty On hand
RAW	Q00	Other Q-Drive	P02384	GUARD, FAN, FOR P02381,	1
RAW	Q00	Other Q-Drive	P02434	INSERT, HELICAL THD, 18-8 SS	6
RAW	Q00	Other Q-Drive	P02881	SCR, HHMS, 18-8 SST	18
RAW	Q00	Other Q-Drive	P02663	P02663 WSHR, SPLIT LOCK FOR	63
RAW	Q00	Other Q-Drive	P03099	FLAG TERMINAL 18-22 AWG .250	11
RAW	Q00	Other Q-Drive	P00656	SCR, BTNHD 18-8 SST, 8-32 X 3	54
RAW	Q00	Other Q-Drive	P03043	O-RING, 2-041 VITON PER	3
RAW	Q00	Other Q-Drive	P00277	SCR, SCHD, 18-8 SST	5
RAW	Q00	Other Q-Drive	P03022	HEX NUT, LOCKING GR5 STL 5/16-	55
RAW	Q00	Other Q-Drive	P00860	PIN,DOWEL,CS,3/32 OD X 5/8	34
RAW	Q00	Other Q-Drive	P02293	INSERT,HELICAL,SS,6-32X.207LG,	8
RAW	Q00	Other Q-Drive	P03182	CABLE HOLDER CLIP MOUNT FOR	17
RAW	Q00	Other Q-Drive	P03006	TUBING, 1/4 ID X 3/8 OD PVC,	7
RAW	Q00	Other Q-Drive	P02314	Nut, Grade 8 STL, 1/4-20, Zinc	95
RAW	Q00	Other Q-Drive	P02744	SCR, SCHD, 316 SST,	9
RAW	Q00	Other Q-Drive	P00802	O-RING, BUNA-N, 2-246	10
RAW	Q00	Other Q-Drive	P01366	WSHR, HI STR ALY ST	4
RAW	Q00	Other Q-Drive	P03123	WSHR, 316 SST .266 ID .875 OD	9
RAW	Q00	Other Q-Drive	P03149	ALUMINUM SET SCREW LUG, SINGLE	1
RAW	Q00	Other Q-Drive	P00126	WSHR, FLAT, STL, 3/4 SAE,	15
RAW	Q00	Other Q-Drive	P01684	O-RING, BUNA-N, 2-114	84
RAW	Q00	Other Q-Drive	P03156	WASHER, LKG, EXT TOOTH ZN PL S	100
RAW	Q00	Other Q-Drive	P02204	INSERT, HELICAL THD, 18-8	6
MRO	Q00	Other Q-Drive	P01855	Wire Cord, 10/3 AWG SOOW .66	1
RAW	Q00	Other Q-Drive	P00478	SCR, SCHD, 18-8 SST	3
RAW	Q00	Other Q-Drive	P03238	ALLOY STEEL SOCKET HEAD 10-32	2
RAW	Q00	Other Q-Drive	P01161	SCR PAN HD MACH W/ DUAL-ACTION	67
RAW	Q00	Other Q-Drive	P03166	LOCK WASHER BELLEVILLE SPRING	5

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PATENT

REEL: 044243 FRAME: 0048

Schedule 1.1

Purchased Assets

Type	Product Line	Product Line Desc	Item Number	Description	Qty On hand
RAW	Q00	Other Q-Drive	P00981	RIVET BLIND, DOME STYLE	59
RAW	Q00	Other Q-Drive	P02857	WSHR, SPLIT LOCK	99
RAW	Q00	Other Q-Drive	P02418	O-RING, BUNA-N, 2-016	64
RAW	Q00	Other Q-Drive	P02585	SCR, SHCS 300 SERIES SST, M1	1
RAW	Q00	Other Q-Drive	P03118	STUD, WELD, SS, 10-24X.50, 18-8	16
RAW	Q00	Other Q-Drive	P03090	STRAIN RELIEF TUBING, MINIATUR	33
MRO	Q00	Other Q-Drive	P01250	WIRE, CU, 20AWG, PTFE, WHITE	2
RAW	Q00	Other Q-Drive	P02024	INSERT, HELICAL THD, 18-8 SST	3
RAW	Q00	Other Q-Drive	P02042	GASKET, COPPER, 1/4 IN VCR FIT	1
RAW	Q00	Other Q-Drive	P01168	PLUG AND CORD FOR MUFFIN XL FA	1
RAW	Q00	Other Q-Drive	P01711	WSHR, FLAT ZNPL STL M6 DIN 125	72
RAW	Q00	Other Q-Drive	P00584	WSHR, Flat, Zinc-PLD STL, #8 S	88
RAW	Q00	Other Q-Drive	P03012	SCR SHCS 18-8 SST 3/8-24 X 1.0	2
RAW	Q00	Other Q-Drive	P00827	O-RING, BUNA-N, 2-009	57
RAW	Q00	Other Q-Drive	P02485	INSERT, HELICAL THD,	1
RAW	Q00	Other Q-Drive	P01938	ROD, NYLON, 6/6, .188 INCH DIA	3
MRO	Q00	Other Q-Drive	P01249	WIRE, CU, 20AWG, PTFE, BLACK,	1
RAW	Q00	Other Q-Drive	P02343	COVER, TOGGLE, STL, GALVANIZED	1
RAW	Q00	Other Q-Drive	P01706	WSHR, FLAT ZNPL STL M5 DIN 125	27
RAW	Q00	Other Q-Drive	P00411	Locknut, Nylon-Insert, Grade 8	4
RAW	Q00	Other Q-Drive	P03114	SCR, PHP, 8-32X.25, ZINC	2
RAW	Q00	Other Q-Drive	P03115	SCREW, PHP, 8-32X.25, ZINC-PLATED	16
RAW	Q00	Other Q-Drive	P03107	WSHR, FLAT, CS, #10, .50 OD, SAE,	8
RAW	Q00	Other Q-Drive	P02463	NUT HEX LOCKING GR2 STL	4
WIP	Q00	Other Q-Drive	2S000K-23406-A	-DE Option for 102 & 132 Blac	0

PATENT

REEL: 044243 FRAME: 0049

3 Purchase Orders (3)



INDUSTRIES
RIX Industries
4900 Industrial Way
Benicia, California 94510

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Fax: 707-747-9200
Resale No.: SRJHF 21-611200
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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 1 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0001	This is a [Government] rated Order. Supplier Quality System: MINIMUM P00533	533	EA		05/30/17	0.02000	10.66
0002	WSHR, SPRING LOCK, 18-8 SST, #10, .200 ID, .334 OD, .047 T OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92146A5 50	507	EA		05/30/17	4.38000	2,220.66
0003	REGENERATOR, TOP OEM: TWP INC Per Drawing 2S241K-17579-C Rev E	395	EA		05/30/17	0.09000	35.55
0004	SCR, SCHD, 18-8 SST, 10-32 X 3 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92196A26 7	274	EA		05/30/17	0.10000	27.40
0005	WASHER, FLAT, 5/16 .69 OD, .05-.08 THK, MIL-SPEC OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:98032A50 5	199	EA		05/30/17	0.07000	13.93
0006	WSHR, FLAT, 18-8 SST, 1/4 AN, .265 ID, .500 OD, .057-.069 TH OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:98017 A660	197	EA		05/30/17	0.14000	27.58
0007	O-RING, BUNA-N, 3-924 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:9751K129	187	EA		05/30/17	0.11000	20.57

TOTAL (Continued)

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PATENT
REEL: 044243 FRAME: 0051



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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 2 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD		FOB Benicia, CA
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0008	P00121	183	EA	O-RING, BUNA-N, 2-222 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:9452K63	05/30/17	0.04000	7.32
0009	2S241K-17580-C	176	EA	WSHR, FLAT, SS #8, 18-8, NAS 250/PK OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:90945A72 6	05/30/17	7.86000	1,383.36
0010	P02792	155	EA	REGENERATOR, BOTTOM OEM: TWP INC Per Drawing 2S241K-17580-C Rev E	05/30/17	0.15000	23.25
0011	P00418	151	EA	WSHR, FLAT, GR8 ST, 13/32 ID, OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:98180A13 0	05/30/17	0.10000	15.10
0012	P03093	106	EA	WSHR, FLAT, 18-8 SST, 3/8 AN .390 ID, .625 OD, .057-.069 T OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:98017A20 0	05/30/17	5.17000	548.02
0013	P01881	100	FT	SCR, SHCS 3/8-16 X 6.5 ALY STL CADMIUM PLD, PARTIALLY THDE D OEM: MIL-SPEC FASTENERS OEM PN:3/8-16 X 6-1/2 LG SOC HD	05/30/17	0.87340	87.34
0014	P03156	100	EA	TUBING, COPPER, CLEANED 3/8 OD X .032 W 100 FT MCM OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:5174K35	05/30/17	0.03000	3.00
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 3 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	WASHER, LKG, EXT TOOTH ZN PL S OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91114A02 9						
0015	P03159	100	EA		05/30/17	1.19000	119.00
	LOOP CLAMP NYLON 1/2 OD: #10 HO OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:8876T41						
0016	P02857	99	EA		05/30/17	0.02000	1.98
	WSHR, SPLIT LOCK 18-8 SST 1/4, 0.37 OD OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:90073A02 9						
0017	P01934	98.4	EA		05/30/17	0.39000	38.38
	EDGE TRIM, POLYETHYLENE 1/16 OPENING X 13/64 LONG OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:8500K65						
0018	P02662	98	EA		05/30/17	0.10000	9.80
	SCR, BTNHD, 18-8 SST, 10-32 X 3/4 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92949A26 9						
0019	P01097	96	EA		05/30/17	0.62000	59.52
	NAS BOLT, HHMS, 10-32 X .375" GRIP OEM: MIL-SPEC FASTENERS OEM PN:NAS1303-6						
0020	P03161	95	EA		05/30/17	0.08000	7.60
	LOOP CLAMP NYLON 1/4 OD: #10 HO OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:8876T36						
0021	P02539	91	EA		05/30/17	0.19000	17.29
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297855	PO DATE 05/16/17	PAGE 4 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0022	P03000	88	EA	O-RING BUNA-N 2-151 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:9452K158	05/30/17	0.09000	7.92
0023	P00866	84	EA	NUT, NYLON INSERT GR5 ST, 3/8-16 SLDPR OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:95615A14	05/30/17	0.06000	4.20
0024	P00878	84	EA	WSHR, SPRING LOCK, ZINC-PLD STL, 3/8, 385 ID, .680 O OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91102A75	05/30/17	0.13000	10.92
0025	P03141	84	EA	O-RING, BUNA-N, 2-041 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:9452K129	05/30/17	0.51000	42.84
0026	P02606	79	EA	SCREW, SCHD, ALLOY ST ZN PL 3 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:90128A63	05/30/17	0.24000	18.96
0027	P02265	69	EA	O-RING, BUNA-N, 2-120 MIL-SPEC OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:4198T179	05/30/17	0.52000	35.88
0028	P02418	64	EA	NUT, HEX DEFORMED THD ALY ST 10-32 OEM: MIL-SPEC FASTENERS OEM PN:NAS 679-A3	05/30/17	0.03000	1.92
				O-RING, BUNA-N, 2-016			
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 5 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD		FOB Benicia, CA
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:9452K6						
0029	P03022	63	EA	HEX NUT, LOCKING GR5 STL 5/16- OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:95615A160	05/30/17	0.07000	4.41
0030	P00117	56	EA	WSHR, FLAT, 18-8 SST, #10 NA .195 ID, .354 OD, .060-.066 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:90945A741	05/30/17	0.10000	5.60
0031	1S362M-10617-00-C	47	EA	BOBBIN, COIL - 362 FRAME OEM: TJ ASSEMBLIES Per Drawing 1S362M-10617-00-C Rev C	05/30/17	1.53000	71.91
0032	P02012	47	EA	SCR, SHCS, 18-8 SST, 10- 32 X 1-5/8 (MCMASTER 92196A292) OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92196A292	05/30/17	0.49000	23.03
0033	P02595	47	EA	WSHR, FLAT, STL, 5/8 SCR OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:95229A610	05/30/17	0.23000	10.81
0034	P03075	47	EA	BACKUP RING TEFLON 2-012 ORING OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:9560K38	05/30/17	0.19000	8.93
0035	P03060	41	EA		05/30/17	1.23000	50.43
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 6 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0036	P01376	40	EA	NEOPRENE FOAM .25 THK, 6 IN WIDE OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:8694K136	05/30/17	0.21000	8.40
0037	P03046	39	EA	WSHR, SPRING LOCK, 18-8 SST, 3/8" .385 ID., .550 OD., .125 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:98437A115	05/30/17	0.21000	8.19
0038	P02604	38	EA	O-RING, 2-016 VITON PER MIL-R-83248C OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:1201T27	05/30/17	6.36000	241.68
0039	P01501	36	EA	SCR, SHCS ALY ST, PER MIL-SPEC MS16998-75 3/8-24 X 1.25 OEM: MIL-SPEC FASTENERS OEM PN:SCREW, SHCS ALLOY ST, PER	05/30/17	3.04000	109.44
0040	P02990	36	EA	SCR, HHCS, 5/8-11 X 5 LG GRADE OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91257A814	05/30/17	0.21000	7.56
0041	P02047	34	EA	NUT, HEX LOCKING, GR5 STL 1/2-13 UNC OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:95615A210	05/30/17	0.29000	9.86
0042	1S362M-20090-C	32	EA	NUT, NYLON INSERT, 18-8 SST, 3/8-16 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91831A127	05/30/17	22.74000	727.68
						TOTAL	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 7 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	MAGNET 362, 1.50 CUBE EPOXY COATED N48M - OEM: NINGBO NEWLAND INTERNATIONAL TRADE CO LT Per Drawing 1S362M-20090-C/Rev B						
0043	P03090	30	EA		05/30/17	0.05000	1.50
	STRAIN RELIEF TUBING, MINIATUR OEM: OMEGA ENGINEERING INC OEM PN:MSRT-332-10						
0044	P02180	21	EA		05/30/17	0.19000	3.99
	18-8 SST AN 960 FLAT WSHR 1/2" SZ, NO. C816, . OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:98017A210						
0045	P02532	21	EA		05/30/17	0.67000	14.07
	INSERT, HELICAL THD, 18-8 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91732A214						
0046	P03003	20	FT		05/30/17	0.63000	12.60
	CABLE POWER, 18/2 AWG 600V AC OIL RESISTANT 600VAC OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:7080K71						
0047	P02883	19	EA		05/30/17	0.07000	1.33
	WSHR, FLAT ZINC PLTD STL .26 ID X .563 OD .04-.06 THK OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91090A106						
0048	P03044	19	EA		05/30/17	0.27000	5.13
	O-RING, 2-020 VITON PER MIL-R-83248C OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:1201T32						
0049	P03059	19	EA		05/30/17	0.50000	9.50
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 8 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	SCR, SHCS GR 8 AL ST 1/4- 20 X 2.25 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91274A19 2						
0050	P02605	18	EA		05/30/17	1.65000	29.70
	SCR, SHCS ALY ST, PER MIL-SPEC MS16997-100 3/8- 16 X 1.25 OEM: MIL-SPEC FASTENERS OEM PN:SCREW, SHCS ALLOY ST, PER						
0051	1S362M-16009-A	17	EA		05/30/17	74.78000	1,271.26
	FLEXURE, DIAMETRAL - BEND Per Drawing 1S362M-16009-A Rev D						
0052	P02584	17	EA		05/30/17	0.47000	7.99
	O-RING, BUNA-N, MIL-SPEC 2-216 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:4198T253						
0053	P02996	16	EA		05/30/17	1.03000	16.48
	WSHR, SEALING, 5/16, .30 ID, .61 .04-.06 THK (MCMaster 93783A OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:93783A0 30						
0054	P03023	16	EA		05/30/17	1.07000	17.12
	SCR, ALY STL CORR RESIST, SHCS 5/16-18 UNC X 3.000 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91274A27 6						
0055	P00126	15	EA		05/30/17	0.19000	2.85
	WSHR, FLAT, STL, 3/4 SAE, 13/16 ID, 1 15/32 OD, .108-.16 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91083A03 6						
0056	P02941	13	EA		05/30/17	0.36000	4.68
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 9 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD		FOB Benicia, CA
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	SCR ALY ST SHS CORR RESIST 1/4-20 X 2, (MMC)91274A188 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91274A188						
0057	P00388	12	EA		05/30/17	10.24000	122.88
	WIRE CLOTH, 80X80 MESH, 0055 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:9224T86 12 IN X 12 IN						
0058	P02371	12	EA		05/30/17	0.34000	4.08
	WSHR, BELLEVILLE 17-7 PH SS #1 25/PK OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91235A109						
0059	P03053	12	EA		05/30/17	0.43000	5.16
	SCR, HHCS, GR 5 AL ST 3/8-16 X 3.00LG OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91247A636						
0060	P03099	11	EA		05/30/17	0.34000	3.74
	FLAG TERMINAL 18-22 AWG .250 MCMaster 7820K12 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:7820K12						
0061	P01414	10	EA		05/30/17	1.00000	10.00
	O-RING, BUNA-N, 2-260 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:9452K109						
0062	P02326	10	EA		05/30/17	3.62000	36.20
	INSERT, HELICAL THD, 18-8 SST, 5/8-11 X .938 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91732A218						
0063	P02611	10	EA		05/30/17	2.93000	29.30
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 10 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD		FOB Benicia, CA
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	MIL SPEC ALY STL SKT HE OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92562A22 5						
0064	P01007	9	EA		05/30/17	2.36000	21.24
	MINIATURE CONN FOR TYPE E OEM: OMEGA ENGINEERING INC OEM PN:OMEGA SMPW-E-F						
0065	P02613	9	EA		05/30/17	7.28000	65.52
	LEVELING SHIM, 18-8 SST 5/8 SCR 1-3/4 SQ OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:90845A03 9						
0066	P02744	9	EA		05/30/17	0.35000	3.15
	SCR, SCHD, 316 SST, 1/4- 20 X .75 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92185A54 0						
0067	P02763	9	EA		05/30/17	12.09000	108.81
	NUT, FEM 316 SST 1/2 VCO OEM: ALBANY VALVE & FITTING CO INC OEM PN:SS-8-VCO-4						
0068	P03005	9	EA		05/30/17	4.07000	36.63
	O-RING, VITON, 90 DURO 2- 165 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:8297T234						
0069	P03050	9	EA		05/30/17	5.52000	49.68
	GASKET NEOPREEN ADHESIVE BACK 2" W X 1/8 THK X 36 LG 70 DU RO OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:8456K 63						
0070	P03082	9	EA		05/30/17	0.52000	4.68
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 11 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
				SCR SHCS, ALY STL, ZINC PLATE 1/4-20 X 2.50 LG OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:90128A25 5			
0071	P03123	9	EA		05/30/17	0.34000	3.06
				WSHR, 316 SST .266 ID .875 OD OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91525A11 9			
0072	P02580	8	EA		05/30/17	3.79000	30.32
				SCR SHCS, ALY STL, CAD OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92562A27 1			
0073	P02607	8	EA		05/30/17	3.98000	31.84
				NUT, HEX, GRADE 8 STL, 5/8-11 PER MIL-SPEC MS51967-21 OEM: MIL-SPEC FASTENERS OEM PN:NUT, HEX, GRADE 8 STL, 5/			
0074	P02614	8	EA		05/30/17	8.48000	67.84
				SCR HHCS GRADE 8 STL, MIL-SPEC 5/8-11 X 2.00 OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:95362A50 9			
0075	P03097	8	EA		05/30/17	2.58000	20.64
				FERRITE CABLE CLAMP OEM: OMEGA ENGINEERING INC OEM PN:PCLM-SMP-FT			
0076	P03168	8	EA		05/30/17	0.49000	3.92
				CONDUIT FITTING LOCKNUT STEEL 1-1/4 SIZE OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:7513K244			
0077	P02609	7	EA		05/30/17	6.20000	43.40
						TOTAL:	(Continued)

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REEL: 044243 FRAME: 0061



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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/18/17	PAGE 12 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0078	P03021	7	EA	MIL-SPEC GRADE 8 ALY STL OEM: MIL-SPEC FASTENERS OEM PN:MS90728-177	05/30/17	2.67000	18.69
0079	P03088	7	EA	SCR, GR5 ALY STL HHCS, 3/8-16 X 1.75 LG MIL-SPE OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUN. OEM PN:99894A32 8	05/30/17	1.03000	7.21
0080	P03147	7	EA	LOCKING CLIP, THERMOCOUPLE OEM: OMEGA ENGINEERING INC OEM PN:SMCL	05/30/17	1.07000	7.49
0081	2S241K-21399-A	6	EA	O-RING VITON 2-222 PER MIL-R-8 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUN. OEM PN:1201T71	05/30/17	492.54000	2,955.84
0082	2S241K-21400-A	6	EA	FLOW STRAIGHTENER, 241 WARM 7 OEM: INTERACTIVE INSTRUMENTS INC Per Drawing 2S241K-21399-A Rev C	05/30/17	470.64000	2,823.84
0083	P02762	6	EA	FLOW STRAIGHTENER, 241COLD.50 OEM: INTERACTIVE INSTRUMENTS INC Per Drawing 2S241K-21400-A Rev C	05/30/17	10.54000	63.24
0084	P02989	6	EA	SKT WELD GLAND 316 SST 1/2 VCO/SWAGelok SS-8- VCO-3 OEM: ALBANY VALVE & FITTING CO INC OEM PN:SS-8-VCO-3	05/30/17	1.37000	8.22
TOTAL:						(Continued)	

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 13 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	SCR, HEX HD, GR5, 1/2-13 X 3.50 LG OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91257A72 6						
0085	P03011	6	EA		05/30/17	3.82000	22.92
	PLUG BRS, 3/4 NPT OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:4429K283						
0086	2S362K-23619-C	5	EA		05/30/17	51.69000	258.45
	SHROUD, COOLING LOOP OEM: VAN ALSTINE Per Drawing 2S362K-23619-C Rev A						
0087	P00277	5	EA		05/30/17	0.73000	3.65
	SCR, SCHD, 18-8 SST 1/4- 20 X 3 1/2 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92196A55 6						
0088	P02583	5	EA		05/30/17	1.12000	5.60
	O-RING, BUNA-N, 2-043 MIL-SPEC OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:4198T153						
0089	P02707	5	EA		05/30/17	11.14000	55.70
	STRAIN RELIEF, NYLON 90 ELBOW 1/2 NPT, .24-.47 CORD DIA OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:7008K74						
0090	P03142	5	EA		05/30/17	2.53000	12.65
	CONNECTOR TC INTEGRAL CABLE CL OEM: OMEGA ENGINEERING INC OEM PN:SMPW-CC-K-M						
0091	P03158	5	EA		05/30/17	5.30000	26.50
	COVER FOR DISTRIBUTION BLOCK						
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 14 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET... TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:7626K86 FOR 7626K22						
0092	P03176	4	EA		05/30/17	1.96000	7.84
	TUBING, ABRASION RESISTANT NEOPRENE 5/8 ID X 7/8						
0093	P00411	4	EA		05/30/17	0.15000	0.60
	LOCKNUT, NYLON-INSERT, GRADE 8 ZINC-PLD STL, 1/4-20 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:97135A21 0						
0094	P01987	4	EA		05/30/17	1.24000	4.96
	DURABLE BLACK NEOPRENE RUBBER TUBING 1/4 ID, 1/2 OD, 1/8 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:5034K23 - 10 FT LENGTH						
0095	P02030	4	EA		05/30/17	1.15000	4.60
	SCREW, HHCS, 5/8-11 X 1.75, GRADE 8 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92620A80 0						
0096	P02610	4	EA		05/30/17	6.51000	26.04
	MIL-SPEC GRADE 8 ALY STL OEM: MIL-SPEC FASTENERS OEM PN:MS90728-176						
0097	P02817	4	EA		05/30/17	0.25000	1.00
	WSHR, BELLEVILLE SST, #8 MCMASTER 91235A105 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91235A10 5						
0098	P02984	4	EA		05/30/17	1.05000	4.20
	SCR AL STL, SCHD, CORR RESIS						
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 15 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD		FOB Benicia, CA
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US

LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91274A21						
	2						
0099	P03010	4	EA		05/30/17	11.58000	46.32
	PLUG SST FOR 1/16 TUBE						
	OEM: ALBANY VALVE & FITTING CO INC OEM PN:SS-100-P						
0100	P03146	4	EA		05/30/17	1.30000	5.20
	O-RING VITON 3-924 PER MIL-R-8						
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:1201T318						
0101	2S362K-23561-C	3	EA		05/30/17	15.51000	46.53
	BRACKET, SNAP SWITCH RETAINING						
	OEM: V M CHOPPY & SON LLC						
	Per Drawing 2S362K-23561-C Rev A						
0102	P01159	3	FT		05/30/17	25.40000	76.20
	SST TUBING, TYPE 304, 3/8 OD,						
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:89896K27						
0103	P01880	3	EA		05/30/17	1.89000	5.67
	DOWEL, 18-8, .375 OD X 1.25 LG (MMC) 90145A626						
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:90145A626						
0104	P01939	3	EA		05/30/17	0.81000	2.43
	O-RING, BUNA-N, 2-254						
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:9452K355						
0105	P02024	3	EA		05/30/17	0.52000	1.56
	INSERT, HELICAL THD, 18-8 SST 8-32 X .164 LO						
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91732A35						
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 16 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD		FOB Benicia, CA
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US

LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	9						
0106	P02502	3	EA	CONN, TC, TYPE K, MINI, GND MALE (OMEGA MTP-K-M) OEM: OMEGA ENGINEERING INC OEM PN:MTP-K-M	05/30/17	2.89000	8.67
0107	P03041	3	EA	O-RING, 2-250 VITON PER MIL-R-83248C OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:1201T882	05/30/17	3.06000	9.18
0108	P03042	3	EA	O-RING, 2-151 VITON PER MIL-R-83248C OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:1201T821	05/30/17	1.53000	4.59
0109	P03043	3	EA	O-RING, 2-041 VITON PER MIL-R-83248C OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:1201T76	05/30/17	1.22000	3.66
0110	P03045	3	EA	O-RING, 2-251 VITON PER MIL-R-83248C OEM: MCMaster CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:1201T883	05/30/17	3.06000	9.18
0111	P03240	3	EA	PRESSURE GAUGE 0-600 PSI NOSHOK 25-310-600-PSI-SST-BT3 OEM: MITTEN FLUID POWER INC OEM PN:25-310-600-PSI-SST-BT3	05/30/17	84.01000	252.03
0112	2S241K-21397-C	2	EA	STACK SINTERED WIRE CLOTH OEM: UNIQUE WIRE WEAVING CO INC Per Drawing 2S241K-21397-C Rev B	05/30/17	1938.19000	3,876.38
0113	2S241K-21398-C	2	EA		05/30/17	1938.19000	3,876.38
						TOTAL	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 17 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0114	2S362W-18048-C	2	EA	STACK SINTERED WIRE CLOTH, WAR OEM: UNIQUE WIRE WEAVING CO INC Per Drawing 2S241K-21398-C Rev B	05/30/17	4601.39000	9,602.78
0115	P01076	2	EA	END VESSEL 362 STATIONARY LIQUEFIER OEM: CANASTOTA TOOL & DIE Per Drawing 2S362W-18048-C Rev E	05/30/17	574.22000	1,148.44
0116	P03012	2	EA	INDUSTRIAL VIBRATION SENSOR 4-20MA OUTPUT, 0 TO 5 G.S.RMS, OEM: IMI SENSORS OEM PN:645B11	05/30/17	0.64000	1.28
0117	P03100	2	EA	SCR SHCS 18-8 SST 3/8-24 X 1.0 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92196A35 9	05/30/17	8.83000	17.66
0118	P03140	2	EA	SNAP ACTION DISC THERMOSTAT, OPEN 140 DEG F (60 DEG C), BI - OEM: NEWARK INONE OEM PN:16M4531	05/30/17	45.88000	91.76
0119	P03143	2	EA	NEOPRENE FOAM SHEET 42 X 72 X 1/4 THK -40 TO 200 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS.	05/30/17	3.05000	6.10
0120	2S241K-18031-C	1	EA	CONNECTOR TC INTEGRAL CABLE CL OEM: OMEGA ENGINEERING INC OEM PN:SMPW-CC-K-F	05/30/17	569.52000	569.52
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 18 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0121	2S362K-22790-C	1	EA	TRANSFER HOSE - 362 362 STATIONARY LIQUEFIER Per Drawing 2S241K-18031-C Rev E	05/30/17	146.01000	146.01
0122	2S362K-22949-A	1	EA	SUPPORT PLATE-DEWAR MOUNTING OEM: CHARLES V WEBER MACHINE SHOP INC Per Drawing 2S362K-22790-C Rev A	05/30/17	10496.73000	10,496.73
0123	1S362M-16043-C	1	EA	COLLECTION DEWAR, INSPECTED Per Drawing 2S362K-22949-A Rev A	05/30/17	905.52000	905.52
0124	2S241K-17569-A	1	EA	CABLE ASSY MOTOR FEED THRU OEM: DOUGLAS ELECTRICAL COMPONENTS Per Drawing 1S362M-16043-C Rev D	05/30/17	14285.73000	14,285.73
0125	2S241K-18053-A	1	EA	TUBE & SHELL WELDMENT, SIDE PO OEM: EXERGY LLC Per Drawing 2S241K-17569-A Rev D	05/30/17	4395.36000	4,395.36
0126	2S241K-23617-A	1	EA	COLD TIP BRAZEMENT OEM: SOLAR ATMOSPHERE Per Drawing 2S241K-18053-A Rev C	05/30/17	94.57000	94.57
0127	P00039	1	EA	BAKE OUT BUFFER TUBE BLANK Per Drawing 2S241K-23617-A Rev A	05/30/17	26.26000	26.26
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 19 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOS Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0128	P00133	1	EA	1/16 TUBE, MALE FTG, 5/16 SAE, 3XX SS, FACE SEAL, BORED OEM: ALBANY VALVE & FITTING CO INC OEM PN:SS-100-1-ORBT	05/30/17	59.95000	59.95
0129	P01964	1	EA	NUT, CINCH, 12 PT HEX, 3/4-16, ALY STL OEM: MIL-SPEC FASTENERS OEM PN:NAS1804-12	05/30/17	294.60000	294.60
0130	P02040	1	EA	METER ANALOG 0-10VDC OEM: OMEGA ENGINEERING INC OEM PN:CNBDH33	05/30/17	243.44000	243.44
0131	P02042	1	EA	VALVE, BELLOWS VCR FTGS SW OEM: ALBANY VALVE & FITTING CO INC OEM PN:SS-4H-VCR	05/30/17	1.45000	1.45
0132	P02070	1	EA	GASKET, COPPER, 1/4 IN VCR FIT OEM: ALBANY VALVE & FITTING CO INC OEM PN:CU-4-VCR-2	05/30/17	145.07000	145.07
0133	P02560	1	EA	UNION NUT, 1-1/2 TBE, ALY BRONZ COMBINATION PUMP VALVE 50N-6 OEM: FLUID POWER SALES INC OEM PN:50N-6	05/30/17	9.82000	9.82
0134	P02585	1	EA	SHORT TUBE BUT WELD 316 SST 1/2 OEM: ALBANY VALVE & FITTING CO INC OEM PN:SLV-4-VCR-3S-4TB3	05/30/17	1.85000	1.85
				SCR, SHCS 300 SERIES SST, MI OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92200A54 6			
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 20 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0135	P03072	1	EA	CORD GRIP SCR CONN STYLE 1-1/4 TRADE SIZE OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:7798K44	05/30/17	4.06000	4.06
0136	P03121	1	EA	DISCONNECT, FUSED, 100A RATED ALLEN-BRADLEY 194R-J100-1753 OEM: HORIZON SOLUTIONS LLC	05/30/17	616.22000	616.22
0137	P03129	1	EA	CONNECTOR SST 1_2 VCO X 3_4-16 OEM: ALBANY VALVE & FITTING CO INC OEM PN:SS-8-VCO-1-8ST	05/30/17	21.09000	21.09
0138	P03149	1	EA	ALUMINUM SET SCREW LUG, SINGLE 1 MOUNTING HOLE, 14-1/0 AWG OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:6920K23	05/30/17	2.88000	2.88
0139	P03151	1	EA	CORD GRIP ALUM, 1.13 - 1.25 D OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:7529K661	05/30/17	33.29000	33.29
0140	P03157	1	EA	DISTRIBUTION BLOCK, 2 CIRCUIT OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:7626K22	05/17/17	10.96000	10.96
0141	P00053	242	FT	TU, ACRYLIC, 6AWG, GRADE C, 155°C OEM: EIS HOLDEN***USE 146420***	05/30/17	0.57000	137.94
0142	P03094	167	FT	WIRE, 20 AWG STRANDED M IL-W-76D PVC INSUL OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS.	05/30/17	0.25000	41.75
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 21 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US

LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0143	P03101	47	EA	GASKET NEOPRENE ADHESIVE BACK 1/2" W X 3/16 THK OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS.	05/30/17	0.14000	6.58
0144	P03004	40	EA	WIRE, THERMOCOUPLE, TEFLON, TYPE K, 24 AWG OEM: OMEGA ENGINEERING INC	05/30/17	1.96000	78.40
0145	P02790	18	EA	WIRE, TC, TEFLON, TYPE E, 24 A OEM: OMEGA ENGINEERING INC	05/30/17	1.83000	32.94
0146	P03119	1	EA	THERMAL EPOXY, RIDGID, .09 OZ OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS.	05/30/17	31.33000	31.33
BASE REQUIREMENTS DELIVERY. The "Dock date" shown on RIX Industries purchase orders are the due dates. We measure suppliers for On-Time delivery and Quality. For your convenience we accept early shipments unless otherwise specified by scheduled delivery dates and or buyers instructions. THE FOLLOWING SHALL APPLY WITH EACH SHIPMENT AGAINST THIS ORDER: * Certificate Of Conformance - Seller shall submit a signed/executed certificate of conformance certifying the parts and/or material have been inspected and found to be in compliance with drawings and/or specifications and purchase order requirements. * Material Certification Required. Material Certificates complete with Mechanical and Chemical Test Reports, as appropriate, are required with each delivery for Seller-supplied material. (Except for COTS							
						TOTAL:	(Continued)

Original

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PATENT
REEL: 044243 FRAME: 0071



INDUSTRIES

RIX Industries
4900 Industrial Way
Benicia, California 94510

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PURCHASE ORDER		
PURCHASE ORDER NO. 297865	PO DATE 05/16/17	PAGE 22 of 22
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US

LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
				suppliers/distributors) * Seller shall furnish copies of the following (Process Certification) with each applicable order: (Except for COTS suppliers/distributors) A. Heat Treat Certification B. Anodize Certification C. Plating Certification D. Penetrant Certification E. Ultrasonic Test Certification F. Electro-Film Certification (dry lube) G. Magnetic Particle Certification H. Precision Cleaning Certification I. Stressite Metal Improvement Certification RIX Standard Purchase Order Terms and Conditions, Form PF005 apply to this order in their entirety as though set forth in full. Copies of Form PF005 are available on RIX's Web Site by going to http://www.rixindustries.com/parts-product-support/supplier-documents or by contacting RIX Purchasing Department. By signature hereunder, Buyer confirms that all "Technical", "Special Contract Requirements" and QA Terms and Conditions have been reviewed for content and accuracy.			
						TOTAL:	66,292.73

Original

Barry Gleason



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PURCHASE ORDER

PURCHASE ORDER NO. 297870-1 05/18/17	PO DATE 05/16/17	PAGE 1 of 3
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA STM SYSTBL	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
COH	***** CHANGE ORDER *****			CHANGE ORDER 1: LINE 9 DESCRIPTION CHANGES FROM 241 CRYO-COOLER TO 2S241 PULSE WAVE GENERATOR. PRICE CHANGES FROM \$40,000.00 TO \$27,067.24.			
	This is a [Government] rated Order.						
0001	Supplier Quality System: MINIMUM 588528 MOTOR TEST STAND	1	EA		07/05/17	8500.00000	8,500.00
	Plates for mounting motors to the motor test stand table agilent function generator powertek programmable wattmeter europower power amplifier lambda emi dc power supply national instrument data acq						
	include load plates: Motor test table						
0002	588528 COLD HEAD TEST EQUIPMENT	1	EA		07/05/17	350.00000	350.00
	241 load plate, Brass bolts and bellivel washers, Heater						
0003	588528 MAG CORE ASSY TOOLS	1	EA		07/05/17	2500.00000	2,500.00
	362 Mag Core assembly tool only						
0004	588528 241 COLD HEAD VACUUM CAN	1	EA		07/05/17	250.00000	250.00
0005	588528 362 LIQUEFIER TEST SETUP	1	EA		07/05/17	2000.00000	2,000.00
	8 gallon lox dewar						
						TOTAL:	(Continued)

Original

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PATENT
REEL: 044243 FRAME: 0073



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PURCHASE ORDER

PURCHASE ORDER NO. 297870-1 05/18/17	PO DATE 05/16/17	PAGE 2 of 3
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA STM SYSTBL	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0006	588528 362 DRIVE ELECTRONICS CONTROLLER (FOR TEST ONLY)	1	EA	Used for all large pwgs and cryocoolers. DE needs PFM - peak feedback module	07/05/17	12500.00000	12,500.00
0007	588528 TRANSFER LINE TOOL	1	EA	stretching tool with fittings for 132 and 102	07/05/17	1500.00000	1,500.00
0008	588528 FLEXURE BEND FIXTURES	1	EA	102, 132 and 362 Flexure size tools only	07/05/17	1500.00000	1,500.00
0009	588528 2S241 PULSE WAVE GENERATOR	1	EA		07/05/17	27067.24000	27,067.24
BASE REQUIREMENTS DELIVERY: The "Dock date" shown on RIX Industries purchase orders are the due dates. We measure suppliers for On-Time delivery and Quality. For your convenience we accept early shipments unless otherwise specified by scheduled delivery dates and or buyers instructions. THE FOLLOWING SHALL APPLY WITH EACH SHIPMENT AGAINST THIS ORDER: * Certificate Of Conformance - Seller shall submit a signed/executed certificate of conformance certifying the parts and/or material have been inspected and found to be in compliance with drawings and/or specifications and purchase order requirements. * Material Certification Required. Material Certificates complete with Mechanical and Chemical Test Reports, as appropriate, are required with each							
						TOTAL:	(Continued)

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PATENT
REEL: 044243 FRAME: 0074



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PURCHASE ORDER

PURCHASE ORDER NO. 297870-1 05/18/17	PO DATE 05/16/17	PAGE 3 of 3
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA STM SYSTBL	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
				delivery for Seller-supplied material. (Except for COTS suppliers/distributors) * Seller shall furnish copies of the following (Process Certification) with each applicable order. (Except for COTS suppliers/distributors) A. Heat Treat Certification B. Anodize Certification C. Plating Certification D. Penetrant Certification E. Ultrasonic Test Certification F. Electro-Film Certification (dry lube) G. Magnetic Particle Certification H. Precision Cleaning Certification I. Stressite Metal Improvement Certification RIX Standard Purchase Order Terms and Conditions, Form PF005 apply to this order in their entirety as though set forth in full. Copies of Form PF005 are available on RIX's Web Site by going to http://www.rixindustries.com/parts-product-support/supplier-documents or by contacting RIX Purchasing Department. By signature hereunder, Buyer confirms that all "Technical", "Special Contract Requirements" and QA Terms and Conditions have been reviewed for content and accuracy.			
						TOTAL:	56,167.24

Original

PATENT
REEL: 044243 FRAME: 0075



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PURCHASE ORDER

PURCHASE ORDER NO. 297869	PO DATE 05/16/17	PAGE 1 of 7
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	This is a [Government] rated Order.						
0001	Supplier Quality System: MINIMUM 1S241M-21182-C	16	EA		05/30/17	7.34000	117.44
	MAGNET, 241 - 1.00 CUBE, N48M EPOXY COATED OEM: NINGBO NEWLAND INTERNATIONAL TRADE CO LT Per Drawing 1S241M-21182-C Rev C						
0002	P00117	8	EA		05/30/17	0.10000	0.80
	WSHR, FLAT, 18-8 SST, #10 NA, .195 ID, .354 OD, .060-.066 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:90945A74 1						
0003	P00158	8	EA		05/30/17	0.39000	3.12
	SCR, ALY ST, SCHD, 6-32 X 3/8 CORR RESIST COAT OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91274A00 8						
0004	P00150	8	EA		05/30/17	0.48000	3.84
	RIVET, BLIND, DOME STYLE, ALUM 3/16 DIA. X 1.182- 1.338 THK OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:97517A0 74						
0005	P02792	8	EA		05/30/17	0.15000	1.20
	WSHR, FLAT, GR8 ST, 13/32 ID, OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:98180A13 0						
0006	P00113	4	EA		05/30/17	0.71000	2.84
	DOWEL PIN, 316 SST 1/8 DIA. X 1/2 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:97395A44 1						

TOTAL (Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297869	PO DATE 05/16/17	PAGE 2 of 7
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0007	P00425	4	EA	NUT, HEX, GRADE 8, 3/8- 16 CORR RESIST OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:93827A22 5	05/30/17	0.14000	0.56
0008	P00478	3	EA	SCR, SCHD, 18-8 SST 1/4- 20 X 3 1/4 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92196A55 5	05/30/17	0.84000	2.52
0009	P00626	4	EA	BUMPER, RECESSED RUBBER W/O WSHR, SBR, 5/16 ID TOP, 5/32 I OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:9540K16	05/30/17	0.11000	0.44
0010	P01186	4	EA	SCR, SCHD, ALY STL, 3/8- 16 X 6 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91274A35 6	05/30/17	3.52000	14.08
0011	P01749	4	EA	WSHR, LKG 18-8 SST 3/8 IN OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92146A03 1	05/30/17	0.08000	0.32
0012	P01938	2.5	EA	ROD, NYLON, 6/6, .188 INCH DIA OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:8538K13	05/30/17	0.38000	0.95
0013	1S241M-10904-00-C	2	EA	MAGNET SPIDER OEM: LWA WORKS INC Per Drawing 1S241M-10904-00-C Rev D	05/30/17	142.65000	285.30
						TOTAL:	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297869	PO DATE 05/16/17	PAGE 3 of 7
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0014	2S102W-20037-C END VESSEL BOLTED OEM: SCHUMAN ENTERPRISES, INC Per Drawing 2S102W-20037-C Rev E	2	EA		05/30/17	90.45000	180.90
0015	P00020 FEED THRU CONN, 16 AWG, 4 COND, 12' LEADS OEM: DOUGLAS ELECTRICAL COMPONENTS	2	EA		05/30/17	74.43000	148.86
0016	P00802 O-RING, BUNA-N, 2-246 OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:9452K196	2	EA		05/30/17	0.32000	0.64
0017	P02844 FUSE 5MM X 20 MM GLASS TUBE TIME DELAY, 250 VAC, 5 AMP OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:6978K753	2	EA		05/30/17	1.27000	2.54
0018	P03073 WIRE 10AWG CU STRANDED TEFLON INSUL WHITE OEM: NEWARK IN ONE OEM PN:28B0180	2	EA		05/30/17	8.14000	16.28
0019	P01530 WIRE, RECTANGULAR MAGNET .051 IN X .102 IN, 2:1 TWIN #16, 50 OEM: ALPA CORE	1.2	EA		05/30/17	11.80000	14.16
0020	1S102M-21140-A MOTOR ASSY LO COST EPOXY MAGNETS Per Drawing 1S102M-21140-A Rev E	1	EA		05/30/17	1155.35000	1,155.35
0021	1S102M-23410-A	1	EA		05/30/17	1140.42000	1,140.42
						TOTAL	(Continued)

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PURCHASE ORDER		
PURCHASE ORDER NO. 297869	PO DATE 05/16/17	PAGE 4 of 7
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	1S102M MOTOR FOR SS PWG. & CLOSE COUPLED COLDHEAD Per Drawing 1S102M-23410-A Rev A						
0022	1S241M-10024-00	1	EA		05/30/17	110.61000	110.61
	C2CMAGNET CORE OEM: LWA WORKS INC Per Drawing 1S241M-10024-00 Rev B						
0023	1S241M-10901-00-C	1	EA		05/30/17	1238.37000	1,238.37
	STATOR FOR 2.75 IN WIDE STRAPS OEM: WINGARD & CO INC Per Drawing 1S241M-10901-00-C Rev G						
0024	2S102K-21322-A	1	EA		05/30/17	42.65000	42.65
	MODIFIED 3/4-16 SAE TO 5/8 TUBE CONN OEM: PROVISION INC Per Drawing 2S102K-21322-A Rev A						
0025	2S102K-22443-A	1	EA		05/30/17	9.97000	9.97
	MODIFIED ELECTRICAL BOX COVER Per Drawing 2S102K-22443-A Rev A						
0026	2S132K-22947-A	1	EA		05/30/17	15587.60000	15,587.60
	CRYOCOOLER AIR COOLED RIGID TRANSFER TUBE CF75 FLANGE Per Drawing 2S132K-22947-A Rev B						
0027	P00032	1	EA		05/30/17	5.69000	5.69
	1/4 TUBE, PLUG, 3XX SS OEM: ALBANY VALVE & FITTING CO INC OEM PN:SS-400-P						
0028	P00487	1	EA		05/30/17	3.35000	3.35
	STRAIN RELIEF, NON METALIC .24 -47 DIA - MCMMASTER 69915K						
						TOTAL:	(Continued)

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PATENT
REEL: 044243 FRAME: 0079



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PURCHASE ORDER		
PURCHASE ORDER NO. 297869	PO DATE 05/16/17	PAGE 5 of 7
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:69915K53						
0029	P00655	1	EA	SCR, BTNHD, 18-8 SST, 10- 32X 3	05/30/17	0.05000	0.05
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:92949A26						
	3						
0030	P01536	1	EA	VLV,SS,BELLOWS, 25 TU, SWGLK SS	05/30/17	153.30000	153.30
	OEM: ALBANY VALVE & FITTING CO INC OEM PN:SS-4H						
0031	P01767	1	EA	WSHR,LK,INT TOOTH,#10, ZINC,PLT 100/PK	05/30/17	0.02000	0.02
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:91113A01						
	1						
0032	P02296	1	EA	SST-CASE LIQUID- FILLED GAUGE 1-1/2" DIAL, 1/8	05/30/17	24.93000	24.93
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:3850K38						
0033	P02405	1	EA	1/8 NPT TO 1/4 TUBE	05/30/17	5.79000	5.79
	OEM: ALBANY VALVE & FITTING CO INC OEM PN:SS-4-TA-1-2						
0034	P02631	1	EA	WIDE-RIM ZINC-PLD STL SHIM .048" THK, 7/8" ID, 1-3/8"	05/30/17	0.15000	0.15
	OEM: MCMASTER CARR SUPPLY COMPANY-NEW BRUNS. OEM PN:97669A23						
	0						
0035	P02671	1	EA	PLUG, SST, 5/8 OD TUBE	05/30/17	12.92000	12.92
	OEM: ALBANY VALVE & FITTING CO INC OEM PN:SS-1010-P						
						TOTAL:	(Continued)

Original

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PATENT
REEL: 044243 FRAME: 0080



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PURCHASE ORDER		
PURCHASE ORDER NO. 297869	PO DATE 05/16/17	PAGE 6 of 7
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
0036	P02927	1	EA	FUHLR 5 X 20 MM 250 VAC, 10 A OEM: NEWARK INONE OEM PN:9788246 BASE REQUIREMENTS DELIVERY. The "Dock date" shown on RIX Industries purchase orders are the due dates. We measure suppliers for On-Time delivery and Quality. For your convenience we accept early shipments unless otherwise specified by scheduled delivery dates and or buyers instructions. THE FOLLOWING SHALL APPLY WITH EACH SHIPMENT AGAINST THIS ORDER: * Certificate Of Conformance - Seller shall submit a signed/executed certificate of conformance certifying the parts and/or material have been inspected and found to be in compliance with drawings and/or specifications and purchase order requirements. * Material Certification Required. Material Certificates complete with Mechanical and Chemical Test Reports, as appropriate, are required with each delivery for Seller-supplied material. (Except for COTS suppliers/distributors) * Seller shall furnish copies of the following (Process Certification) with each applicable order. (Except for COTS suppliers/distributors) A. Heat Treat Certification B. Anodize Certification C. Plating Certification D. Penetrant Certification E. Ultrasonic Test Certification F. Electro-Film Certification (dry lube) G. Magnetic Particle Certification H. Precision Cleaning Certification I. Stresslife Metal Improvement Certification RIX Standard Purchase Order Terms and Conditions, Form PF005 apply to this order in their entirety as though set forth in full.	05/30/17	3.09000	3.09
						TOTAL:	(Continued)

Original

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INDUSTRIES

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PURCHASE ORDER		
PURCHASE ORDER NO. 297869	PO DATE 05/16/17	PAGE 7 of 7
TERMS Net 30 for Best Vendors	SUPPLIER CHART	TAXABLE N
SHIPPED VIA TBD	FOB Benicia, CA	
BUYER ID 27	BUYER NAME Barry Gleason	
REQ ID	REQ NAME	REQ NO

SUPPLIER	CHART, INC. 302 TENTH STREET TROY, NY 12180 Ph #: 1-216-626-1213	SHIP TO	Benicia Plant WHS 100 4900 Industrial Way Benicia, CA 94510 US
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LINE	ITEM NUMBER	QTY	UOM	ITEM DESCRIPTION	DOCK DATE	UNIT PRICE	EXT PRICE
				Copies of Form PF005 are available on RIX's Web Site by going to http://www.rixindustries.com/parts-product-support/supplier-documents or by contacting RIX Purchasing Department. By signature hereunder, Buyer confirms that all "Technical", "Special Contract Requirements" and QA Terms and Conditions have been reviewed for content and accuracy.			
						TOTAL:	20,291.05

Original

4 Schedule 1.2 Retained Assets

*Retained Assets***FIXED ASSETS**

Assets Not Included in Sale (Miscellaneous Assets)	
Asset Number	Description
17522	CAD Workstations
21556	Upgrade testing facility
21565	Bldg Improvement
21566	Computer equipment
24069	Power supply (2) programmable
24432	Alarm system Upgrade
24949	Avaya Telephone System
26660	Avaya Telephone System
36778	Virtual server
46507	Laptops (2) E6440, T5810
50226	Cisco Network Switch and 2

Assets Not Included in Sale (Fusion Only Assets)	
Asset Number	Description
21534	Blanking Tool
24070	Leak detection system
24871	Automated CryoCooler
24888	Tooling-Die cast 132 Motor
30637	Stamping Dies
25063	Industrial Curing Oven

132 Class Inventory excluded as well as associated Fusion parts and subassemblies not directly captured as 132 class coolers (specifically, the liquefier electronics parts on hand, the assembly tools for that, etc.)

Stainless Vapor Storage, Item Number 11360247, described as FNL MVE 1536P-190AF-GB is excluded.

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Approved
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Officer

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Schedule 1.2

Retained Assets

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5 Schedule 1.3(a) Assumed Liabilities

Schedule 1.3(a)

Assumed Liabilities

The obligations of the Seller set forth in Section 1.3 of the Asset Purchase Agreement pursuant to the following agreements:

1. Patent Rights and Technical Information License Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Seller, and Praxair, Inc., dated February 22, 2008 (the "Praxair License Agreement").
2. Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Seller, and Halliburton Energy Services, Inc., dated May 27, 2010, as amended (the "Halliburton License Agreement").

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Long
7-5-12

6 Schedule 1.3(b) Assumed Liabilities

Schedule 1.3(b)

Assumed Liabilities

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The obligations of the Seller set forth in Section 1.3 of the Asset Purchase Agreement pursuant to the following agreements:

1. Pulse Tube Cryorefrigerator Development Agreement, between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Seller and Carleton Life Support Systems, Inc., effective as of March 8, 2006, as amended.
2. Restated Royalty Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Seller, and New York State Energy Research and Development Authority, dated October 23, 1997.

Handwritten:
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7 Schedule 2.2 Purchase Price Allocation

SCHEDULE 1.1 ASSETS TO BE PURCHASED
QDRIVE FIXED ASSETS (values as of 2/28/17)

Assets Included in Sale		
Asset Number	Description	Value
21918	Vacuum Bake-out system	\$8,281
21924	Vacuum Bake-out system	\$8,755
24071	Vacuum Bakeout system	\$20,141
35132	Helium Leak detector	\$44,239
35997	Run-in Racks	\$244,308
38019	Cleaning-Handling equipment	\$39,684
37226	RGA systems-Pfeiffer	\$36,886
21569	Shop Equipment	\$4,645
21570	Shop Equipment	\$4,240
21571	15362M	\$7,062
21572	Leak detector	\$2,448
21573	Behlman BL 4500	\$3,497
21574	Ceia Induction brazing	\$8,154
21575	Belman electric	\$4,739
23931	Data Acquisition system	\$35,594
22824	Pressure Transducers (4)	\$4,270
40656	Cleanroom (class 100,000)	\$23,057
Total Included in Sale		\$500,000
IP including drawings, software, etc.		\$111,000
Intangible assets:		
	Chart's coordination of technology transfer:	
	Qdrive employment encouragement	
	Support potential from Chart employee's to assure transfer	\$100,000
Total purchase price RIX to Chart		\$711,000

Note: other items that would be purchased, inventory and minor assets, would be purchased thru a PO RIX to Chart.

John 5/2/17
George Smith
5/1/17

8 Schedule 3.2 Title

Schedule 3.2

Title

Seller's lender (JP Morgan Chase) has a lien on the Purchased Assets, which lien will be released by Closing.

John 7/4/17
Benjamin Wood
5/1/17

9 Schedule 3.3 Non-Contravention

Schedule 3.3

Non-Contravention

In order to comply with the terms of the NYSERDA Agreement in connection with this transaction, Chart would need to: (i) make a one-time payment to NYSERDA in an amount equal to three (3) times total fees actually paid to NYSERDA by CFIC pursuant to the underlying Project Agreements minus any royalties already paid to NYSERDA by CFIC; or (ii) obtain consent from NYSERDA prior to the assignment of the agreement.

Buyer

George M. Wood
5/1/17

seller

J. Mc
5/2/17

10 Schedule 3.5 Licenses

Schedule 3.5

Licenses

In order to comply with the terms of the NYSERDA Agreement in connection with this transaction, Chart would need to: (i) make a one-time payment to NYSERDA in an amount equal to three (3) times total fees actually paid to NYSERDA by CFIC pursuant to the underlying Project Agreements minus any royalties already paid to NYSERDA by CFIC; or (ii) obtain consent from NYSERDA prior to the assignment of the agreement.

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11 First Amendment

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT ("First Amendment") is made and entered into as of the 15 day of May, 2017, between Chart Inc. a Delaware corporation ("Seller") and RIX Industries, a California corporation ("Buyer").

WHEREAS, Buyer and Seller entered into that certain Asset Purchase Agreement dated April 6, 2017 (the "Purchase Agreement") and desire to amend the Purchase Agreement with regard to a new Closing Date and other matters related thereto.

NOW, THEREFORE, upon the terms and subject to the conditions set forth below, and in reliance upon the representations, warranties, covenants, obligations and agreements contained herein, the parties agree as follows:

1. Amendments.

(a) Section 5.1. The reference to May 31, 2017 in Section 5.1 of the Purchase Agreement is hereby deleted in its entirety and the date of July 31, 2017 is replaced in its stead.

(b) Section 6.1(d). The reference to June 30, 2017 in Section 6.1(d) of the Purchase Agreement is hereby deleted in its entirety and the date of August 31, 2017 is replaced in its stead.

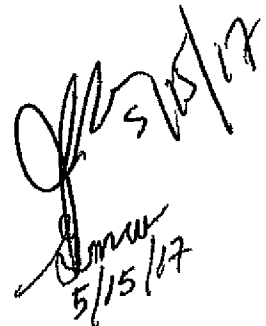
2. Further Assurances. From time to time after the date hereof and until the Closing Date, at the request of any party hereto, each other party hereto shall execute and deliver any further instruments and take such other action as such party may reasonably request to carry out the transactions contemplated by the parties hereto.

3. Counterparts; Facsimile. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Each of the parties hereto agrees that a faxed or otherwise electronically transmitted signature shall constitute an original signature.

4. Governing Law. This First Amendment shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

5. Full Force and Effect. Except as otherwise set forth herein, the Purchase Agreement and each and every provision thereof shall remain in full force and effect as if fully restated herein.

[signature page to follow]



IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed by their duly authorized officers or representatives as of the date first above written.

RIX INDUSTRIES

By: George M. Wood
Title: Ex. V. P.

CHART INC.

By: [Signature]
Name: William C Evans
Title: VP/CO

12 Technology License Agreement

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TECHNOLOGY LICENSE AGREEMENT

THIS TECHNOLOGY LICENSE AGREEMENT ("Agreement") is made and entered into as of the 6th day of APRIL, 2017 (the "Effective Date"), between RIX Industries, a California corporation ("Licensor") and Chart Inc. a Delaware corporation ("Licensee") (Licensor and Licensee being referred to herein collectively as the "Parties" and each individually a "Party");

WHEREAS, Licensor has purchased certain Licensed Technology (as defined herein) included in the Purchased Assets purchased by Licensor from Licensee pursuant to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") and is now the owner of and has the right to license to Licensee the Licensed Technology; and

WHEREAS, Licensee wishes to use the Licensed Technology in the Field of Use (as defined herein) in the Territory (as defined herein) and Licensor is willing to grant to Licensee a license to and under the Licensed Technology on the terms and conditions set out in this Agreement

WHEREAS, as a former owner of the Licensed Technology, Licensee is intimately familiar with the Licensed Technology and is licensing it based on its own knowledge and not as a result of Licensor's representations or warranties.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and in reliance upon the representations, warranties, covenants, obligations and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I - DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Affiliate" of a Party means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. The term "control" for purposes of this Agreement means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and "controlled by" and "under common control with" have correlative meanings.

"Field of Use" means only the manufacture, sale, offer for sale, importation and use of products in the following product categories in non-military applications:

- i. Circulation pumping of industrial and fuel gases using the linear mechanism to or from cryogenic storage vessels for heat transfer with the gases;
- ii. Oxygen liquefaction for use in the medical sector specific to the generation and use of liquid Oxygen in the home; and

John 4-30-17
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- iii. Commercial cold storage applications for freezing and storage devices in the range of -80C to -180C

Any military application for the foregoing categories are expressly retained by Licensor.

"Intellectual Property" means all inventions, works of authorship or expression, ideas, concepts, data, Know-How, trade secrets, discoveries, improvements, methods, techniques, technologies, systems, specifications, analyses, products, practices, processes, procedures, protocols, research, tests, trials, assays, controls, prototypes, formulas, descriptions, formulations, submissions, communications, skills, experience, knowledge, plans, objectives, algorithms, reports, results, conclusions, and other information and materials, irrespective of whether or not copyrightable or patentable and in any form or medium and all patents, copyrights, trade secrets, and other intellectual property rights therein.

"Licensee Improvements" means any modifications, variations, derivative works and improvements of or relating to any of the Licensed Technology made, invented, developed, created, conceived, or reduced to practice by Licensee after the Effective Date.

"Licensed Know-How" means any and all drawings, assembly procedures and test procedures included in the Purchased Assets.

"Licensed Patents" means all patents and patent applications included in the Purchased Assets, including but not limited to the patents and patent applications listed in Schedule A attached hereto, together with all patents that issue therefrom worldwide and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and all patents issuing worldwide from patent applications owned or filed by Licensor directed to the Licensed Know-How.

"Licensed Technology" means, collectively, the Licensed Know-How, Licensed Patents and Licensor Improvements.

"Licensor Improvements" means any modifications, variations, derivative works and improvements of or relating to any of the Licensed Technology made, invented, developed, created, conceived, or reduced to practice by Licensor.

"Person(s)" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Purchased Assets" means the assets purchased by Licensor from Licensee pursuant to the Purchase Agreement.

"Territory" means worldwide.

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

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ARTICLE 2- GRANT OF LICENSE

Section 2.1 Licensed Technology License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term an exclusive (even as to Licensor), worldwide, non-transferrable, royalty- free, fully paid up, license under the Licensed Technology to make, use, offer to sell, sell and import products in only the Field of Use in the Territory (and enforce the Licensed Technology in accordance with Section 6.3) during the Term. For the avoidance of doubt, any Licensor Improvements shall be deemed included as part of the Licensed Technology and licensed to Licensee subject to the terms of this Agreement.

Section 2.2 Sublicensing. Licensee shall have the right to grant sublicenses under the license rights granted under Section 2.1 in the Field of Use in the Territory; provided that all sublicenses shall be in writing and be subject to and consistent with the terms and conditions of this Agreement on at least thirty (30) days prior written notice to Licensor. Licensee shall provide Licensor with copies of any such sublicense agreements and the sublicensee must agree to be bound by this Agreement.

Section 2.3 Subcontracting. Licensee may use contractors for the production of products for sale in the Field of Use in the Territory and marketing and advertising collateral related thereto, provided that such subcontractors must agree to be bound by the terms of this Agreement.

Section 2.4 No Other Rights. Except as expressly provided herein, the license granted to Licensee hereunder does not confer any other rights upon Licensee by implication, estoppel, or otherwise as to any technology or Intellectual Property held by Licensor.

ARTICLE 3- LICENSEE IMPROVEMENTS

Section 3.1 Licensee Improvements. Licensee may, but is not obligated to, develop Licensee Improvements. To the extent, any Licensee Improvements are made, invented, developed, created, conceived, or reduced to practice solely by Licensee, Licensee shall be the sole and exclusive owner of all such Licensee Improvements and all intellectual property rights therein. Licensee shall be solely responsible for determining whether to file, obtain and maintain patent applications and patents directed to any such Licensee Improvements and shall bear the entire cost of obtaining and maintaining such patent applications and patents directed to any such Licensee Improvements. For the avoidance of doubt, Licensee shall be the sole and exclusive owner of any and all Intellectual Property invented, developed, created, conceived, or reduced to practice by an employee of Licensee as a result of the performance of services performed by such Licensee employee for Licensor pursuant to an agreement between Licensee and Licensor related to technical support or other services, and all such Intellectual Property shall be considered a Licensee Improvement. For the avoidance of doubt, Licensee has no right to make, use, offer to sell, or sell products incorporating Licensee Improvements outside of the Field of Use.

Section 3.2 License to Licensee Improvements. Licensee hereby grants to Licensor a worldwide, non-transferrable, non-sublicensable, non-exclusive, fully-paid up, royalty-free license under the Licensee Improvements, and to and under all patents and patent applications claiming any such Licensee Improvements, to make, use, offer to sell, sell and import products.

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outside of the Field of Use. For the avoidance of doubt, Licensor shall have no right to practice any Licensee Improvements in the Field of Use. All manufacturing, testing, implementation, and costs related to the use of any Licensee Improvements by Licensor shall be borne solely by Licensor. For the avoidance of doubt, Licensor shall have no right to sell or sub-license any Licensee Improvement except as embodied in Licensor's own products sold outside the Field of Use.

Section 3.3 Notice of Licensee Improvements. Licensee shall provide Licensor with reasonable notice of all Licensee Improvements and shall notify Licensor of the filing of any patent applications directed to Licensee Improvements in writing within thirty (30) business days after the filing date of each such patent applications and such notice shall include a summary of the subject matter of such patent applications. Licensee shall keep Licensor currently informed of the filing and progress of all material aspects of the prosecution of such patent applications, and the issuance of patents from any such patent applications.

Section 3.4 No Other Rights. The license granted to Licensor in Section 3.2 does not confer any other rights upon Licensor by implication, estoppel, or otherwise as to any technology or Intellectual Property held by Licensee.

ARTICLE 4- LICENSOR IMPROVEMENTS

Section 4.1 Licensor Improvements. Licensor may, but is not obligated to, develop Licensor Improvements. To the extent, any Licensor Improvements are made, invented, developed, created, conceived, or reduced to practice solely by Licensor, Licensor shall be the sole and exclusive owner of all such Licensee Improvements and all intellectual property rights therein, provided, however, that all Licensor Improvements shall be deemed included as part of the Licensed Technology and licensed to Licensee subject to Section 2.1 and the terms of this Agreement. Licensor shall be solely responsible for determining whether to file, obtain and maintain patent applications and patents directed to any such Licensor Improvements and shall bear the entire cost of obtaining and maintaining such patent applications and patents directed to any such Licensor Improvements. All manufacturing, testing, implementation, and costs related to the use of any Licensor Improvements by Licensee shall be borne solely by Licensee. Licensee shall have no right to sell or sub-license any Licensor Improvement except as embodied in Licensee's own products in the Field of Use.

Section 4.2 Notice of Licensor Improvements. Licensor shall provide Licensee with reasonable notice of all Licensor Improvements and shall notify Licensee of the filing of any patent applications directed to Licensor Improvements in writing within thirty (30) business days after the filing date of each such patent applications and such notice shall include a summary of the subject matter of such patent applications. Licensor shall keep Licensee currently informed of the filing and progress of all material aspects of the prosecution of such patent applications, and the issuance of patents from any such patent applications.

ARTICLE 5- JOINT DEVELOPMENT

Section 5.1 Jointly Developed Intellectual Property. To the extent the parties engage in any joint development projects and work together to jointly develop any Intellectual Property based

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upon, incorporating or related to the Licensed Technology (a "Joint Development Project"), regardless of inventorship, as between the parties: (i) Licensee shall be the sole and exclusive owner of all right, title, and interest in and to all Intellectual Property developed in connection with such Joint Development Project that predominantly relates to the Field of Use, regardless of whether such Intellectual Property was developed solely by Licensee, solely by Licensor or jointly by Licensee and Licensor, and such Intellectual Property shall be considered a Licensee Improvement for the purposes of this Agreement; and (ii) Licensor shall be the sole and exclusive owner of all right, title, and interest in and to all other Intellectual Property developed in connection with such Joint Development Project, regardless of whether such Intellectual Property was developed solely by Licensor, solely by Licensee or jointly by Licensee and Licensor, and such Intellectual Property shall be considered a Licensor Improvement for the purposes of this Agreement.

ARTICLE 6 - THIRD PARTY INFRINGEMENT IN FIELD OF USE; ABANDONMENT OF LICENSED PATENTS

Section 6.1 Notice of Infringement. A Party receiving notice of alleged infringement of any Licensed Technology, or having a declaratory judgment action alleging invalidity or non-infringement of any Licensed Patent brought against it, shall promptly provide written notice to the other Party of the alleged infringement or declaratory judgment action, as applicable.

Section 6.2 Enforcement by Licensor. Licensor shall, during the Term of this Agreement, have the exclusive first right, but not the obligation, to prosecute or defend at its own expense an action to resolve any infringement in the Field of Use, provided, however, that Licensor shall have no right to enter into any consent judgment, settlement, or other voluntary disposition of such an action or grant a license under the Licensed Technology to an alleged infringer in the Field of Use without Licensee's prior written consent. In the event Licensor prosecutes any such infringement, Licensor may, for such purposes, request Licensee to join any such action as a party plaintiff to cure any standing objection, and Licensee will agree to be so joined. In such event, all reasonable and documented costs and fees associated therewith (including Licensee's attorney's fees) shall be borne by Licensor. In addition, Licensee shall have the right to approve the counsel with primary responsibility for the enforcement, such approval not to be unreasonably withheld. Any recovery of damages by Licensor for any infringement in the Field of Use shall be applied first in satisfaction of any unreimbursed expenses and attorneys' fees of Licensor relating to the suit, and second toward reimbursement of Licensee's reasonable expenses, including reasonable attorneys' fees, relating to the suit. Any balance remaining from such recovery shall be retained by Licensor.

Section 6.3 Enforcement by Licensee. In the event that Licensor does not grant a license or file an action as contemplated by the above Section 6.2 within four (4) months from becoming aware of such infringing activity, then Licensee shall have the right, but not the obligation, to institute an action against the infringing party in the Field of Use. In the event Licensee prosecutes such infringement, Licensee may, for such purposes, request Licensor to join any such action as a party plaintiff, to cure any standing objection, and Licensor will agree to be so joined. In such event, all reasonable and documented costs and fees associated therewith (including Licensor's attorney's fees) shall be borne by Licensee. Any recovery of damages by Licensee for any infringement in the Field of Use shall be applied first in satisfaction of any

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unreimbursed expenses and attorneys' fees of Licensee relating to the suit, and second toward reimbursement of Licensor's reasonable expenses, including reasonable attorneys' fees, relating to the suit. Any balance remaining from such recovery shall be retained by Licensee.

Section 6.4 Cooperation of the Parties. If a Party undertakes an infringement suit against a third party in the Field of Use as permitted under this Agreement, upon that Party's reasonable request ("Requesting Party"), the other Party ("Cooperating Party") shall provide the Requesting Party with such assistance and information as may be useful to the Requesting Party in connection with the Requesting Party's taking action against an infringer. Such information and assistance includes having the Cooperating Party's employees testify when required and making available, for example, relevant records, papers, information, samples, and specimens. At all times, the Cooperating Party shall have the right to select and to utilize independent counsel of its own choosing to advise the Cooperating Party regarding the action. The Requesting Party shall reimburse the Cooperating Party for all reasonable fees and costs incurred by the Cooperating Party arising from its cooperation, including fees and costs charged by independent counsel.

Section 6.5 Abandonment of Licensed Patents. If Licensor wishes to abandon any patent application or patent, that is included in the Licensed Patents, it shall give Licensee forty (40) days prior written notice of the desired abandonment. On Licensee's request, which may be provided at any time after the notice of desired abandonment, Licensor shall assign to Licensee any patent application or patent that Licensor wishes to abandon. Effective as of the effective date of the assignment, such patent application or patent shall no longer be a Licensed Patent, however this Agreement will remain in effect with all Licensed Technology not solely involving the abandoned Licensed Patent.

ARTICLE 7 - CONFIDENTIALITY

Section 7.1 Confidential Information. Except as set forth in Section 7.2 below, "Confidential Information" means all non-public, confidential, or proprietary information disclosed before, on or after the Effective Date, by either Party (a "Disclosing Party") to the other Party (a "Recipient") or its Affiliates, or to any of such Recipient's or its Affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, "Representatives"). In order to be treated as Confidential Information hereunder, information disclosed orally must be (i) identified as "Confidential", "Proprietary" or the like at the time of disclosure; or (ii) be of substance and character that a reasonable person would deem such information as confidential. The terms and conditions of this Agreement are considered Confidential Information of both Parties. Notwithstanding the foregoing, but subject to the exceptions set forth in Section 7.2 below, the Licensed Know-How shall be deemed the Confidential Information of Licensor.

Section 7.2 Exclusions from Confidential Information. Except as required by applicable federal, state, or local law or regulation, including that of a national security exchange, the term "Confidential Information" as used in this Agreement shall not include information that: (i) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives; (ii) after disclosure, is made available to the Recipient on a non-

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confidential basis from a Third Party, provided that such Third Party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary or contractual obligation to the Disclosing Party; (iii) was known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, before being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; (iv) is approved for public release by prior written authorization of the Disclosing Party; or (v) after disclosure, is independently developed by employees or consultants of the Receiving Party who did not have access to the Confidential Information of the Disclosing Party

Section 7.3 Recipient Obligations. The Recipient shall: (i) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the purpose of this Agreement; (iii) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who: (a) need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to the purpose of this Agreement or to exercise its rights under the Agreement; (b) are informed by the Recipient of the confidential nature of the Confidential Information, and (c) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement; and (d) be responsible for any breach of this Agreement caused by any of its Representatives

Section 7.4 Required Disclosure. Any disclosure by the Recipient or its Representatives of any of the Disclosing Party's Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order") except for disclosures required by federal securities laws or regulations, shall be subject to the terms of this Section. Before making any such disclosure, the Recipient shall provide the Disclosing Party with: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy, and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Recipient remains subject to a Legal Order to disclose any Confidential Information, the Recipient (or its Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order specifically requires the Recipient to disclose. The details of that advice shall be confidential and privileged at the sole discretion of Recipient.

Section 7.5 Term of Confidentiality. Each item of Confidential Information shall remain subject to the terms of this Section 7 for a period of five (5) years after the termination of this Agreement; provided, however, that obligations for information of a trade secret nature shall survive for as long as the information remains a trade secret, but in no event shall the obligation be less than five (5) years after the date of initial disclosure.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES; INDEMNITY

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Section 8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has, and throughout the Term shall retain, the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and (iii) when executed and delivered by such Party, this Agreement shall constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

Section 8.2 No Warranty from Licensor. Licensee sold the Licensed Technology to Licensor and is familiar with the Licensed Technology and the Field of Use and is entering into this Agreement as a result of that personal knowledge and not as a result of any representation made by Licensor other than those representations made in this Agreement. LICENSEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS SET FORTH HEREIN THE LICENSED TECHNOLOGY IS LICENSED "AS IS," "WHERE IS," AND "WITH ALL FAULTS." EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED OR IMPLIED WITH RESPECT TO THE LICENSED TECHNOLOGY, THE CONDITION, ADEQUACY, OR SUITABILITY OF THE ASSETS OR THEIR FITNESS FOR LICENSEE'S PURPOSES, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THAT THE LICENSED TECHNOLOGY OR THIS AGREEMENT DOES NOT INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON THAT MAY BE DEEMED TO HAVE EXISTED PRIOR TO THE EFFECTIVE DATE AND LICENSOR DISCLAIMS ANY SUCH WARRANTIES. ALL OF SUCH EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS ARE HEREBY EXCLUDED.

ARTICLE 9- TERM; TERMINATION

Section 9.1 Term. This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with Section 9.2, remain in force: (i) for rights and obligations concerning the Licensed Patents, until the expiration of the last to expire Licensed Patent; and (ii) for rights and obligations concerning the Licensed Know-How, perpetually (collectively, the "Term").

Section 9.2 Termination for Cause. Either Party shall have the right to terminate this Agreement immediately by giving written notice to the other Party if: (i) the other Party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within thirty (30) Business Days of the other Party's written notice of such breach.

Section 9.3 Termination Due to Bankruptcy. Either Party shall have the right to terminate this Agreement immediately by giving written notice to the other Party if: (a) an order for relief is entered against the other Party under the Federal Bankruptcy Code, (b) an order appointing a receiver for substantially all of the other Party's assets is entered by a court of competent jurisdiction, (c) the other Party makes an assignment for the benefit of creditors, or (d) a levy of execution is made upon substantially all of the assets of the other Party and such order or levy is not quashed or dismissed within 60 days. Notwithstanding the foregoing, terminations in

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accordance with this Section 9.3 will not impair or prejudice any other right of remedy that the terminating Party might have under this Agreement. All rights and licenses granted under this Agreement to the Licensed Technology and Licensee Improvements are and shall be deemed to be rights and licenses to "intellectual property" for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "Bankruptcy Code").

Section 9.4 Survival. The rights and obligations of the Parties set forth in Sections 1, 7, 8, 9, and 10, and any right, obligation or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, shall survive any such termination or expiration.

ARTICLE 10 - MISCELLANEOUS

Section 10.1 Force Majeure. Neither Party shall be in default hereunder by reason of any failure or delay in the performance of its obligations hereunder, where such failure or delay is due to any cause beyond its reasonable control, including strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, loss and destruction of property or any other circumstances or causes beyond such Party's reasonable control.

Section 10.2 Further Assurances. Each Party shall, and shall cause their respective Affiliates to, upon the reasonable request, and at the sole cost and expense of the other Party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

Section 10.3 Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Section 10.4 No Public Statements. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party.

Section 10.5 Notices. All notices, waivers, demands, approvals, consents and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been duly given if signed by the Party giving such Notice (in the case of any entity, the signature shall be by an authorized officer or agent thereof) (i) on the day of receipt if delivered by hand delivery or telecopy transmission, provided the original copy thereof also is sent by certified or registered mail with confirmation of transmission, or (ii) on the next business day if deposited with a nationally recognized overnight delivery service, or (iii) on the third business day after being mailed by certified or registered mail (return receipt requested), addressed as follows:

Handwritten:
4-30-17
4-6-17

Execution copy

If to Licensor: RIX Industries
Attention: George M. Wood
4900 Industrial Way
Benicia, California 94510
Facsimile: N/A
Phone: (707) 745-7119

If to Licensee: Chart Inc.
Attention: General Counsel
8665 New Trails Drive, Suite 100
The Woodlands, TX 77381
Facsimile: (281) 296 4055
Phone: (281) 296-4066

With a copy to:
Calfee, Halter & Griswold LLP
Attention: Jennifer L. Vergili
1405 East 6th Street
Cleveland, Ohio 44114-1607
Facsimile: (216) 241-0816
Phone: (216) 622-8568

Section 10.6 Interpretation. For purposes of this Agreement (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Schedules refer to the Sections of and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. Any Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 10.7 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.8 Entire Agreement. This Agreement, together with the Schedules hereto, and Seller Related Transaction Documents and the Buyer Related Transaction Documents are the exclusive statement of the agreement among the Parties concerning the subject matter hereof and thereof.

Section 10.9 Assignment. Neither Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in

4-6-17
4-6-17

Execution copy

each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent, which consent shall not unreasonably withheld or delayed; provided that either Party may assign or otherwise transfer this Agreement to any purchaser or transferee of all or substantially all of the Party's assets or business without the need for the other Party's prior written consent, but upon prior written notice to the other Party, so long as such purchaser or transferee has expressly agreed to assume all of the assigning or transferring Party's obligations and liabilities hereunder. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving a Party (regardless of whether such Party is a surviving or disappearing entity) shall be deemed to be a transfer of rights, obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

Section 10.10 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto, and their respective successors and permitted assigns.

Section 10.11 Amendment, Modification, Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 10.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 10.13 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of laws principles thereof. Each Party to this Agreement hereby consents to the exclusive jurisdiction of the courts of the County of New Castle, Delaware and the United States District Court for the applicable district therein, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any obligation hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections such Party may have as to venue in any such courts.

Section 10.14 Counterparts, Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Each of the Parties hereto agrees that a faxed or otherwise electronically transmitted signature shall constitute an original signature.

Section 10.15 Attorney's Fees. Following mediation under this Agreement, should any party

Execution copy

hereto institute any action or proceeding in court, arbitration or otherwise to enforce any provision hereof or for damages by reason of alleged breach of any provision of this Agreement or interpret any provision of this Agreement or resulting or arising under this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party such reasonable out of pocket expenses (including attorneys' fees, expert fees and expenses) incurred by the prevailing party in connection with any such action or proceeding at all court levels and specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not) taxable as such by law.

*24 Castle,
DE
JWW
4-6-17
JPL
4-30-17*

Section 10.16. Mediation. The parties agree to mediate any dispute between them arising out of this Agreement prior to the initiation of any court action or arbitration. The parties shall use commercially reasonable efforts to agree upon a mediator, and such mediation shall be in Chicago, Illinois. If the parties cannot agree on a mediator within thirty (30) days following the first demand, Licensor may petition the applicable court in New Castle County, Delaware and the court shall appoint a mediator. The mediator may conduct more than one session, and mediation fees shall be paid equally by both parties to the dispute. Each party will be responsible for its own costs associated with such mediation, including attorneys' fees. If resolution of the matter at issue is not reached within sixty (60) days after first demand, regardless of whether mediation has occurred, the parties may proceed to court, or subject to agreement in writing, to arbitration.

[SIGNATURE PAGE FOLLOWS]

Execution copy

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

RIX INDUSTRIES

By George M. Wood
Name: George M. Wood
Title: EVP

CHART INC.

By Jillian Evonko
Name: Jillian Evonko
Title: VP/CF

Execution copy

SCHEDULE A
LICENSED PATENTS

See attached.

9/21/17
See p. 11

License Agreement

Schedule A

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date
CRYOCOOLER ROTARY DRIVE AND METHOD	Chart Inc.	United States	Pending	11/19/2016	62/420,272		
METHODS RELATING TO CONSTRUCTING RECIPROCATOR ASSEMBLY	Chart Inc.	United States	Registered/Granted	6/9/2009	69/591,483	US 6,353,987 B1	3/12/2002
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	China	Registered/Granted	5/9/2001	01801339.2	ZL01801339.2	11/16/2005
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Germany	Registered/Granted	5/9/2001	601 44 171.0	601 44 171.0	3/9/2011
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	European Patent Application	Registered/Granted	5/9/2001	01553170.1	1 201 439	3/9/2011
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Japan	Registered/Granted	5/9/2001	2002-511458	4575842	9/27/2010
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Korea, Republic of	Registered/Granted	1/7/2002	05-2002-7060203	809874	2/12/2008
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	United States	Registered/Granted	6/9/2000	69/591,480	US 6,492,748 B1	12/10/2002
MECHANICAL RESONATOR AND METHOD FOR THERMOACOUSTIC SYSTEMS	Chart Inc.	United States	Registered/Granted	4/19/2002	10/126,904	US 6,578,364 B2	6/17/2003
MATCHING AN ACOUSTIC DRIVER TO AN ACOUSTIC LOAD IN AN ACOUSTIC RESONANT SYSTEM	Chart Inc. & Mississippi Devices, LLC (f)	United States	Registered/Granted	4/19/2002	10/126,506	US 6,604,363 B2	8/12/2005
RECIPROCATING DEVICE AND LINEAR SUSPENSION	Chart Inc.	United States	Registered/Granted	9/24/2002	10/253,797	US 6,841,908 B2	1/11/2005
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	China	Registered/Granted	10/25/2006	20060304093.4	ZL20060304093.4	6/23/2010
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	European Patent Application	Published	5/9/2008	06 839 541.7		
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	Japan	Published	10/25/2006	2009-399139		

Copy 1 4-26-17
5-2-17

License Agreement

Schedule A

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	United States	Registered/Granted	10/23/2006	11/552186	US 7,628,022 B2	12/20/2009
DRIFT STABILIZER FOR RECIPROCATING FREE-PISTON DEVICES	Chart Inc. & Los Alamos National Security LLC (2)	United States	Registered/Granted	4/27/2004	69/844177	US 6,564,552 B1	5/20/2003

(1) Co-owned with Mesoscopic Devices LLC. No agreement was entered into between CFRC (or Chart, as successor in interest) and Mesoscopic Devices governing or restricting the granting of a license under this patent. Mesoscopic Devices is believed no longer in existence after acquisition by Proteon Technology Corporation.

(2) Co-owned with Los Alamos National Security LLC. No agreement was entered into between CFRC (or Chart, as successor in interest) and Los Alamos National Security LLC governing or restricting the granting of a license under this patent.

gpk
7-20-17
5-2-17

13 Final Purchase Price Agreement

May, Jim

From: George Wood <gwood@rixindustries.com>
Sent: Tuesday, June 13, 2017 6:15 PM
To: May, Jim
Cc: Bert Otterson; Lawson, Earl; Estes, Nicholas; Vergilii, Jennifer
Subject: Re: Qdrive Closing

Yes, we concur on Amounts.

From: "May, Jim" <Jim.May@chartindustries.com>
Date: Tuesday, June 13, 2017 at 3:12 PM
To: George Wood <gwood@rixindustries.com>
Cc: Bert Otterson <botter@rixindustries.com>, Earl Lawson <Earl.Lawson@chartindustries.com>, "Estes, Nicholas" <nicholas.estes@chartindustries.com>, "Vergilii, Jennifer" <JVergilii@Calfee.com>
Subject: RE: Qdrive Closing

OK. And we are in agreement on the amounts?

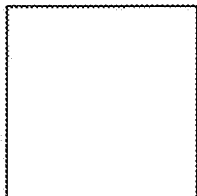
I would also like Jennifer to weigh in to ensure we haven't missed anything. After that I'll work on getting the press release set up. I'm not sure on the timing of issuance but will let you know once we pint that down.

Jim

From: George Wood [mailto:gwood@rixindustries.com]
Sent: Tuesday, June 13, 2017 6:10 PM
To: May, Jim <Jim.May@chartindustries.com>
Cc: Bert Otterson <botter@rixindustries.com>; Lawson, Earl <Earl.Lawson@chartindustries.com>; Estes, Nicholas <nicholas.estes@chartindustries.com>; Vergilii, Jennifer <JVergilii@Calfee.com>
Subject: Re: Qdrive Closing

Jim,

We are prepared to wire in the AM. Two seperated wires.





INDUSTRIES

George M. Wood

George M. Wood
Executive Vice President

gwood@rixindustries.com
Cell: 707-290-2733
Office: 707-745-7119
Main: 707-747-5900

4900 Industrial Way
Benicia, CA 94558

From: "May, Jim" <Jim.May@chartindustries.com>

Date: Tuesday, June 13, 2017 at 1:21 PM

To: George Wood <gwood@rixindustries.com>

Cc: Bert Otterson <botter@rixindustries.com>, Earl Lawson <Earl.Lawson@chartindustries.com>, "Estes, Nicholas" <nicholas.estes@chartindustries.com>, "Vergili, Jennifer" <JVergili@Calfee.com>

Subject: Qdrive Closing

George,

As we prepare to Close this one, I'd like to verify the amount of the wire. Please see the breakdown I have in my notes:

297870-1 05/18/17	56,167.24
297869	20,291.05
297865	66,292.73
Total POs	142,751.02
Transaction	711,000.00
Total Wire	853,751.02

Please confirm you agreement.

I think once the amount is confirmed and you send the wire, we're officially Closed -- but I ask Jenn to confirm that. I will then go back through all of the documents with Jenn, date a few, and get you a full set of scans. We also owe you the proper invoices tied to the POs above...that might take me a couple of days.

(I've added Nick Estes to the email who recently joined Chart as our VP Finance, BioMed...if I haven't already introduced you)

Thanks,

Regards,

Jim

From: May, Jim

Sent: Wednesday, April 26, 2017 1:44 PM

To: 'George Wood' <gwood@rixindustries.com>

Cc: 'Bert Otterson' <botter@rixindustries.com>; Lawson, Earl <Earl.Lawson@chartindustries.com>; Corey, John <john.corey@chartindustries.com>; 'Vergili, Jennifer' <JVergili@Calfee.com>

Subject: Qdrive Wiring Instructions

George,

Please see below for the purchase price wiring instructions.

ELECTRONIC PAYMENTS:
Bank Name: JP Morgan Chase Bank N.A.
Beneficiary: Chart Industries, Inc.
Account #: 777142678
ABA #: 021000021
SWIFT: CHASUS33
Address: 970 Park Avenue, New York, NY 10028-0324

Regards,

Jim

This e-mail message, including any attachment (collectively the "e-mail"), may contain PRIVILEGED AND CONFIDENTIAL INFORMATION. If you are not the intended recipient, then please (i) do not read this e-mail, (ii) do not forward, print, copy or otherwise disseminate this e-mail, (iii) notify us of the error by a reply to this e-mail, and (iv) delete this e-mail from your computer. Thank you.

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For more information please visit <http://www.symanteccloud.com>

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For more information please visit <http://www.symanteccloud.com>

This e-mail message, including any attachment (collectively the "e-mail"), may contain PRIVILEGED AND CONFIDENTIAL INFORMATION. If you are not the intended recipient, then please (i) do not read this e-mail, (ii) do not forward, print, copy or otherwise disseminate this e-mail, (iii) notify us of the error by a reply to this e-mail, and (iv) delete this e-mail from your computer. Thank you.

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

14 Bill of Sale

BILL OF SALE

THIS BILL OF SALE is made and executed on the 4/14/2017 day of May, 2017, by Chart Inc., a Delaware corporation ("Seller") in favor of RIX Industries, a California corporation ("Buyer"), pursuant to Section 5.2(a) of that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of April 6, 2017, between Buyer and Seller. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, Seller agreed to grant, sell, convey, transfer, deliver and assign to Buyer, and Buyer agreed to purchase and acquire from Seller, the Purchased Assets; and

WHEREAS, the execution and delivery of this Bill of Sale is a condition precedent to Buyer's obligations at Closing under the Asset Purchase Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Seller does hereby grant, sell, convey, transfer, deliver and assign to Buyer all right, title and interest in and to the Purchased Assets, free and clear of all liens.

TO HAVE AND TO HOLD said Purchased Assets unto Buyer and Buyer's representatives, successors and assigns, to and for its or their uses forever. Seller hereby represents and warrants that it has good and marketable title to the Purchased Assets owned by it and has the right to transfer its interest in the Purchased Assets, and Seller will defend Buyer's title to the Purchased Assets against all and every person and persons whomsoever.

Seller agrees with Buyer that it will, whenever and as often as required so to do by Buyer, execute, acknowledge and deliver any and all such other and further acts, deeds, conveyances, transfers, assignments, and any instruments of further assurance, approvals and consents as Buyer and its successors or assigns may hereafter deem reasonably necessary or proper to complete, insure and perfect the conveyance, transfer, assignment and delivery to Buyer and its successors and assigns, of all the right, title and interest of it in and to the Purchased Assets.

To the extent there is a conflict between the terms and provisions of this Bill of Sale and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement will govern. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered effective as of the date first above written.

SELLER

CHART INC.

By: 

Name: _____

Title: _____

William C. Elank

VP/CFD

15 Assignment & Assumption

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment and Assumption Agreement") is made as of ~~May 11~~^{June}, 2017 (the "Effective Date") by and between Chart Inc., a Delaware corporation ("Seller"), and RIX Industries, a California corporation ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Buyer and Seller are party to that certain Asset Purchase Agreement, dated as of April 6, 2017 (the "Purchase Agreement"), pursuant to which Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, the Purchased Assets.

WHEREAS, in connection with and in furtherance of the transactions contemplated by the Purchase Agreement, and in accordance with the terms and conditions set forth therein, Seller wishes to assign to Buyer, and Buyer has agreed to assume, the Assumed Liabilities.

WHEREAS, pursuant to Section 5.2 of the Purchase Agreement, this Assignment and Assumption Agreement is a Closing Delivery required to be executed by each of Buyer and Seller and delivered at Closing.

NOW, THEREFORE, intending to be legally bound, the parties hereto hereby agree as follows:

AGREEMENT

1. Assignment. Subject to and in accordance with the terms and conditions of the Purchase Agreement, Seller hereby grants, sells, conveys, transfers, delivers and assigns to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Purchased Assets.
2. Assumption of Liabilities. Effective as of the Closing Date, Buyer does hereby assume and agree to pay, perform, honor and discharge, as and when due, any obligations and liabilities that may arise under the Assumed Liabilities from the date thereof, in each case in accordance with and pursuant to the terms and conditions of the Purchase Agreement.
3. Retained Liabilities. It is understood and agreed that, notwithstanding anything contained herein to the contrary, Buyer is not assuming and shall not assume, or become liable for, at any time, any Retained Liabilities.
4. Successors and Assigns. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of Buyer, Seller, and the respective successors and permitted assigns of Buyer and Seller.
5. Governing Law. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of laws principles thereof.
6. No Third-Party Rights. Nothing in this Assignment and Assumption Agreement, express or implied, is intended or shall be construed to confer on any person other than the parties hereto, any rights hereunder.

{04270245.DOCX.1}

7. Counterparts. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A facsimile, PDF or other electronic copy of a signature shall be deemed an original for purposes of this Assignment and Assumption Agreement.

8. Conflict. To the extent there is a conflict between the terms and provisions of this Assignment and Assumption Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be signed by their duly authorized officers or representatives as of the date first above written.

BUYER

RIX INDUSTRIES

By: George M. Wood
Name: George M. Wood
Title: Ex. V.P.

SELLER

CHART INC.

By: [Signature]
Name: William G. Gunko
Title: V.P./CFO

16 Patent Assignment

PATENT ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chart Inc., a Delaware corporation, with an office at 8665 New Trails Drive, Suite 100, The Woodlands, Texas 77381 ("Assignor"), hereby assigns to RIX Industries, a California corporation, with an office at 4900 Industrial Way, Benecia, California 94510, ("Assignee"), its successors, assigns or other legal representatives, Assignor's entire right, title and interest in and to the United States and foreign utility patents and patent applications identified on Schedule A hereto, that are Purchased Assets for the purposes of a certain Asset Purchase Agreement, dated as of April 6, 2017 (the "Asset Purchase Agreement"), by and among Assignor and Assignee (the "Patents"), the same to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives to the full end of the term for which each of said Patents is granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Patents to Assignee, or any assignee or successor thereto.

The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patents. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed

of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

This Patent Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of laws principles thereof. Each party to this Agreement hereby consents to the exclusive jurisdiction of the courts of the County of New Castle, Delaware and the United States District Court for the applicable district therein, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any obligation hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections such party may have as to venue in any such courts.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed and delivered on this the 14 day of ~~May~~ June, 2017.

ASSIGNOR:

ASSIGNEE:

CHART INC.

RIX INDUSTRIES

By: Mary Cook

By: _____

Name: MARY C. COOK

Name: _____

Title: CEO & CONTROLLER

Title: _____

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss.

STATE OF _____)
COUNTY OF _____) ss.

Before me on the date identified above personally appeared MARY C. COOK to me known to be the person named above and authorized to sign on behalf of CHART INC., who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

Before me on the date identified above personally appeared _____ to me known to be the person named above and authorized to sign on behalf of RIX INDUSTRIES, who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

5/1/17 Jillian Palumbo
Notary Public

Notary Public

SEAL

My commission expires: 6/20/21

SEAL

My commission expires: _____

JILLIAN PALUMBO, Notary Public
In and for the State of Ohio
My Commission Expires June 20, 2021

SCHEDULE A

Patents

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date	Status Text	Action Due Date	Next Annuity Due \$ (3)	Total Payment Due \$ (3)
CRYOCOOLER ROTARY DRIVE AND METHOD	Chart Inc.	United States	Pending	11/10/2016	62/420,272						
METHODS RELATING TO CONSTRUCTING RECIPROCATOR ASSEMBLY	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591481	US 6,353,987 B1	3/12/2002	All maintenance fees paid		N/A	N/A
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	China	Registered/Granted	5/8/2001	01801339.2	ZL01801339.2	11/16/2005	17TH ANNUITY PERIOD	5/8/2017	1197.00	4994.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Germany	Registered/Granted	5/8/2001	601 44 171.0	601 44 171.0	3/9/2011	17TH ANNUITY PERIOD	5/8/2017	1679.00	7966.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	European Patent Application Japan	Registered/Granted	5/8/2001	01933170.1	1 203 439	3/9/2011			N/A	N/A
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Japan	Registered/Granted	5/8/2001	2002-511458	4575642	8/27/2010	7TH ANNUITY PERIOD	8/27/2017	814.00	6309.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Korea, Republic of	Registered/Granted	1/7/2002	10-2002-7000203	804874	2/12/2008	11TH ANNUITY PERIOD	2/12/2018	1309.00	7116.00
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591480	US 6,452,748 B1	12/10/2002	All maintenance fees paid		N/A	N/A
MECHANICAL RESONATOR AND METHOD THEREFOR	Chart Inc.	United States	Registered/Granted	4/19/2002	19/126594	US 6,578,364 B2	6/17/2003	All maintenance fees paid		N/A	N/A
MATCHING AN ACOUSTIC DRIVER TO AN ACOUSTIC LOAD IN AN ACOUSTIC RESONANT SYSTEM	Chart Inc. & Mesoscopic Devices, LLC (1)	United States	Registered/Granted	4/19/2002	10/126596	US 6,604,363 B2	8/12/2003	All maintenance fees paid		N/A	N/A
RECIPROCATING DEVICE AND LINEAR SUSPENSION	Chart Inc.	United States	Registered/Granted	9/24/2002	10/253797	US 6,841,930 B2	1/11/2005	All maintenance fees paid		N/A	N/A

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date	Status Text	Action Due Date	Next Annuity Due \$(3)	Total Payment Due \$(3)
ACOUSTIC COOLING WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	China	Registered/Granted	10/25/2006	200680040953.4	ZL200680040953.4	6/23/2010	12TH ANNUITY PERIOD	10/30/2017	649.00	10,739.00
ACOUSTIC COOLING WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	European Patent Application	Published	3/30/2008	06 839 541.7			12TH ANNUITY PERIOD Communication Under Article 94(3) EPC dated 3/09/17	10/30/2017	1936.00	19,900.00
ACOUSTIC COOLING WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	Japan	Published	10/25/2006	2008-539139						
ACOUSTIC COOLING WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	United States	Registered/Granted	10/24/2006	11/552186	US 7,628,022 B2	12/8/2009	MAINTENANCE FEE DUE	6/8/2017	1800.00	5500.00
DRIFT STABILIZER FOR RECIPROCATING FREE-PISTON DEVICES	Chart Inc. & Los Alamos National Security LLC (2)	United States	Registered/Granted	4/27/2001	09/844177	US 6,364,552 B1	5/20/2003	All maintenance fees paid		N/A	N/A

(1) Co-owned with Mesoscopic Devices, LLC. No agreement was entered into between CFIC (or Chart, as successor in interest) and Mesoscopic Devices governing or restricting the granting of a license under this patent. Mesoscopic Devices is believed no longer in existence after acquisition by Protocx Technology Corporation.

(2) Co-owned with Los Alamos National Security LLC. No agreement was entered into between CFIC (or Chart, as successor in interest) and Los Alamos National Security LLC governing or restricting the granting of a license under this patent.

17 JP Morgan Release

June 14, 2017

Chart Industries, Inc.
One Infinity Corporate Centre Drive, Suite 300
Garfield Heights, Ohio 44125,

Re: *Partial Release of Liens under Credit Agreement (this "Partial Release")*

Ladies and Gentlemen:

Reference is made to (a) that certain Second Amended and Restated Credit Agreement dated as of October 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Chart Industries, Inc., a Delaware corporation (the "Company"), the Foreign Borrowers parties thereto from time to time, the lenders parties thereto (collectively, the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), (b) that certain Second Amended and Restated Guarantee and Collateral Agreement, dated as of October 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Company and the other Guarantors party thereto, in favor of the Administrative Agent for the benefit of the Secured Parties and (c) an Officer's Certificate of the Company (the "Officer's Certificate"), a copy of which is attached as Schedule A hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or the Collateral Agreement, as applicable.

The signatory to the Officer's Certificate, in their capacity as a duly appointed officer of the Company, has certified on behalf of the Company that (i) the sale of the "Specified Property" (as defined in the Officer's Certificate) is being made in compliance with the terms of the Credit Agreement and (ii) the Administrative Agent's release of its security interest in respect of the Specified Property from the Lien created by the Collateral Agreement is permitted by the Credit Agreement, specifically, Article VIII and Section 9.18 of the Credit Agreement.

In reliance on the certifications set forth in the Officer's Certificate and without independent investigation, upon consummation of the "Specified Sale" (as defined in the Officer's Certificate) on or prior to June 14, 2017 by Chart Inc., a Delaware corporation and a Domestic Subsidiary of the Company (the "Seller"), to the "Purchaser" (as defined in the Officer's Certificate), the Administrative Agent hereby releases, solely with respect to the Specified Property (and subject to the immediately following sentence), all of the security interests and liens of any kind, nature or description, whenever and however arising, in favor of the Administrative Agent in the Specified Property, and such release is automatic and irrevocable and does not require further action. Notwithstanding the foregoing or anything else contained in this Partial Release to the contrary, the release hereunder by the Administrative Agent of its Liens in the Specified Property does not constitute a release by the Administrative Agent of its Liens on the consideration received by the Company or the Seller from or on behalf of the Purchaser for the sale of the Specified Property nor a release of any Liens the Administrative Agent may have in any assets that are not purchased by the Purchaser. The Administrative Agent hereby agrees that upon the consummation of the Specified Sale, (i) the UCC-3s in respect of the Specified Property, attached as Schedule B hereto and being delivered in escrow, may be released from escrow for filing with the Delaware Secretary of State, and (ii) the partial release of intellectual property security interests, attached as Schedule C hereto and being delivered in escrow, may be released from escrow for filing with the United States Patent and Trademark Office. The Administrative Agent hereby agrees to take, at the expense of the Company, such

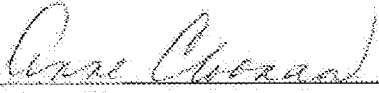
other actions as the Company and/or the Purchaser may reasonably request from time to time to further evidence the partial release contemplated hereby. The Company hereby agrees to pay expenses reasonably incurred by the Administrative Agent in connection herewith.

This Partial Release shall be governed by and construed in accordance with the laws of the State of New York. Any signatures to this Partial Release may be provided by facsimile or PDF file and such facsimile or PDF file signatures shall be deemed to be the same as original signatures. This Partial Release shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS AGREEMENT.

[Signature Page Follows]

Very truly yours,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 

Name: Anne Cloonan

Title: Vice President

Signature Page to Partial Release of Liens

PATENT
REEL: 044243 FRAME: 0137

Schedule A

Officer's Certificate

Attached

OFFICER'S CERTIFICATE

CHART INDUSTRIES, INC.

June 14, 2017

THIS OFFICER'S CERTIFICATE (this "Officer's Certificate") is delivered in connection with that certain Second Amended and Restated Credit Agreement dated as of October 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Chart Industries, Inc., a Delaware corporation (the "Company"), the Foreign Borrowers parties thereto from time to time, the lenders parties thereto (collectively, the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Each capitalized term used herein and not defined herein shall have the meaning ascribed thereto in the Credit Agreement or the Collateral Agreement, as applicable. The undersigned, as Vice President and Chief Financial Officer of the Company, does hereby certify to the Administrative Agent on the behalf of the Company and Chart Inc., a Delaware corporation and Domestic Subsidiary of the Company (the "Seller"), as of the date of this Officer's Certificate, that:

1. pursuant to that certain Second Amended and Restated Guarantee and Collateral Agreement, dated as of October 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Company, the Seller and the other Guarantors party thereto, in favor of the Administrative Agent, the Company and the Seller granted to the Administrative Agent, for the benefit of the Secured Parties, a Lien on all or substantially all of the assets of the Company and the Seller, as applicable (the "Collateral");
2. pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of April 6, 2017, by and between the Seller and RIX Industries, a California corporation (the "Purchaser"), the Purchaser shall purchase from the Seller all of the Purchased Assets (as defined in the Purchase Agreement) (such property is referred to herein as the "Specified Property"; such sale of the Specified Property is referred to herein as the "Specified Sale");
3. the Specified Property constitutes Collateral pursuant to the Credit Agreement;
4. the Specified Sale is being made in compliance with the terms of the Credit Agreement and is permitted under Section 6.05(h) of the Credit Agreement;
5. the disposition of the Specified Property is for fair market value;
6. no Default or Event of Default under the Credit Agreement has occurred and is continuing as of the date hereof, and no Default or Event of Default under the Credit Agreement has arisen or will arise as a result of the transactions contemplated by the Specified Sale or the Purchase Agreement;
7. pursuant to Article VIII and Section 9.18 of the Credit Agreement, the Lenders have authorized the Administrative Agent to release any Liens granted to or held by the Administrative Agent on any Collateral constituting property being sold, if the

Company certifies to the Administrative Agent that the sale is made in compliance with the terms of the Credit Agreement;

8. the undersigned hereby requests, on the behalf of the Company and the Seller, that the Administrative Agent release all Liens on the Specified Property; and
9. each of the Company and the Seller acknowledges and agrees that the release by the Administrative Agent of its Liens on the Specified Property does not constitute a release by the Administrative Agent of its Liens on any consideration received by the Seller from or on behalf of the Company or the Purchaser for the Specified Sale nor a release of any Liens the Administrative Agent may have in any assets that are not purchased by the Purchaser.

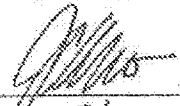
The undersigned understands that the Administrative Agent is relying upon the foregoing statements in connection with the execution and delivery of release documentation with respect to the Specified Sale.

The certifications and representations of the Company contained in this Officer's Certificate shall be deemed to be reaffirmed and restated upon consummation of the Specified Sale by the Seller to the Purchaser.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of
the date first above written.

CHART INDUSTRIES, INC.

By: 

Name: William Gunko

Title: VP/CFU

Officer's Certificate

PATENT
REEL: 044243 FRAME: 0141

Schedule B

Form of UCC-3s

Attached

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2012 1608704 Filed 04/25/2012

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
File: attach Amendment Addendum (Form UCC3ad) and provide Debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				
SUFFIX				

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

Those assets described on Exhibit A attached hereto that are sold by Debtor to RIX Industries, a California corporation pursuant to that certain Asset Purchase Agreement, dated as of April 6, 2017, by and between Debtor and RIX Industries, a California corporation.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME				
JPMorgan Chase Bank, N.A., as Administrative Agent				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with: Delaware Secretary of State Debtor: Chart Inc. (049067-0118)

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

PATENT

REEL: 044243 FRAME: 0143

Exhibit A to UCC-3 Financing Statement

DEBTOR	SECURED PARTY
Chart Inc. One Infinity Corporate Centre Drive, Suite 300 Garfield Heights, OH 44125	JPMorgan Chase Bank, N.A., as Administrative Agent 10 South Dearborn Street Chicago, IL 60603

The UCC-1 Financing Statement referred to in the UCC-3 Financing Statement to which this Exhibit A is attached is hereby amended to delete from the Collateral all of Debtor's right, title and interest in, to and under the assets and property identified below under the heading "DELETED COLLATERAL" that are sold by Debtor pursuant to that certain Asset Purchase Agreement, dated as of April 6, 2017 (the "Purchase Agreement"), by and between Debtor and RIX Industries, a California corporation (the "Buyer"). A copy of the Purchase Agreement is on file with the Secured Party.

DELETED COLLATERAL

I. ACTIVE PATENTS

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date
CRYOCOOLER ROTARY DRIVE AND METHOD	Chart Inc.	United States	Pending	11/10/2016	62/420,272		
METHODS RELATING TO CONSTRUCTING RECIPROCATOR ASSEMBLY	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591481	US 6,353,987 B1	3/12/2002
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	China	Registered/Granted	5/8/2001	01801339.2	ZL01801339.2	11/16/2005
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Germany	Registered/Granted	5/8/2001	601 44 171.0	601 44 171.0	3/9/2011
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	European Patent Application	Registered/Granted	5/8/2001	01933170.1	1 203 439	3/9/2011
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Japan	Registered/Granted	5/8/2001	2002-511458	4575642	8/27/2010
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Korea, Republic of	Registered/Granted	1/7/2002	10-2002-7000203	804874	2/12/2008

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591480	US 6,492,748 B1	12/10/2002
MECHANICAL RESONATOR AND METHOD FOR THERMOACOUSTIC SYSTEMS	Chart Inc.	United States	Registered/Granted	4/19/2002	10/126594	US 6,578,364 B2	6/17/2003
MATCHING AN ACOUSTIC DRIVER TO AN ACOUSTIC LOAD IN AN ACOUSTIC RESONANT SYSTEM	Chart Inc. & Mesoscopic Devices, LLC (1)	United States	Registered/Granted	4/19/2002	10/126596	US 6,604,363 B2	8/12/2003
RECIPROCATING DEVICE AND LINEAR SUSPENSION	Chart Inc.	United States	Registered/Granted	9/24/2002	10/253797	US 6,841,900 B2	1/11/2005
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	China	Registered/Granted	10/25/2006	200680040953.4	ZL200680040953.4	6/23/2010
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	European Patent Application	Published	5/30/2008	06 839 541.7		
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	Japan	Published	10/25/2006	2008-539139		
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	United States	Registered/Granted	10/24/2006	11/552186	US 7,628,022 B2	12/8/2009
DRIFT STABILIZER FOR RECIPROCATING FREE-PISTON DEVICES	Chart Inc. & Los Alamos National Security LLC (2)	United States	Registered/Granted	4/27/2001	09/844177	US 6,564,552 B1	5/20/2003

Exhibit A to UCC-3 Financing Statement (cont'd)
 Debtor: Chart Inc.
 Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

II. KNOW-HOW

All product and tooling technical papers, 3D models, drawings, performance models, calculations, manufacturing processes, assembly procedures and test procedures, test reports, all to the extent available, for the following product models:

Acoustic Cryogenics Products

STAR™ Motor/Alternator

Model No.	1S102M	1S132M	1S175M	1S226M	1S241M	1S297M	1S362M
Rated Mechanical Power Out (max Watt @ 60 Hz)	100	250	750	1,200	2,000	5,000	10,000
-CW (w/ custom windings)							

STARdrive™ (STAR plus acoustic interface, base clearance piston & cylinder)

Model No.	1S102D	1S132D	1S175D	1S226D	1S241D	1S297D	1S362D
Rated Acoustic Delivery (max Watt @ 60 Hz)	90	220	300	900	1,600	3,800	8,000
-CP (w/ custom piston size)							
-SV (seal dimension verification)							

TwinSTAR™ (2-motor pressure wave generator, rated for 30 bar MAWP service)

Model No.	2S102W	2S132W	2S175W	2S226W	2S241W	2S297W	2S362W
Rated Acoustic Delivery (max Watt @ 60 Hz)	170	400	1200	1800	5200	7500	15,000
-IP (X, p instruments)							
-CE (SCR manual capacity modulator)							
-DE (v'ble frequency drive electronics)							
-SS welded SS mtr hsg (bolted AL std)							

Qdrive™ K (acoustic cryocooler on TwinSTAR drive)

Model No.	2S102K	2S132K	2S175K	2S226K	2S241K	2S297K	2S362K
Rated Cooling Capacity (max Watt @77K coldtip)	8	25	(60 est)	120	220	(500 est)	800
-AR (direct air heat rejection)							
-RH (FAR flexibly attached remote coldhead)							
-TI (w/ temperature controller)							
-CL (closed loop cooling system, not w/ -AR)							
-LX (liquefier attachment: condenser & vessel)							
-UE (enclosure cabinet - interior use)							
-HT ('supercooler' head for 100K svc)							
-CF (CF-style vacuum flange on coldhead)							

III. AGREEMENTS

Any and all rights of the Debtor pursuant to the following agreements:

1. Patent Rights and Technical Information License Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Debtor, and Praxair, Inc., dated February 22, 2008 (the "Praxair License Agreement").
2. Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Debtor, and Halliburton Energy Services, Inc., dated May 27, 2010, as amended (the "Halliburton License Agreement").
3. Pulse Tube Cryorefrigerator Development Agreement, between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Debtor and Carleton Life Support Systems, Inc., effective as of March 8, 2006, as amended.
4. Restated Royalty Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Debtor, and New York State Energy Research and Development Authority, dated October 23, 1997.

Exhibit A to UCC-3 Financing Statement (cont'd)
Debtor: Chart Inc.
Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

IV. FIXED ASSETS

Assets Included in Sale	
Asset Number	Description
21918	Vacuum Bake-out system
21924	Vacuum Bake-out system
24071	Vacuum Bakeout system
35132	Helium Leak detector
35997	Run-in Racks
38019	Cleaning-Handling equipment
37226	RGA systems-Pfeiffer
21569	Shop Equipment
21570	Shop Equipment
21571	15362M
21572	Leak detector
21573	Behlman BL 4500
21574	Ceia Induction brazing
21575	Belman electric
23931	Data Acquisition system
22824	Pressure Transducers (4)
40656	Cleanroom (class 100,000)

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

V. INVENTORY (362)

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	P00533	RACK-8	WSHR, SPRING LOCK, 18-8 SST,	533.00	0.02	11.89
RAW	28241K-17579-C		REGENERATOR, TOP	507.00	4.38	2,222.13
RAW	P01422		SCR, SCHD, 18-8 SST, 10-32 x 3	395.00	0.09	35.39
RAW	P02634	RACK-8	Washer, Flat, 5/16 .69 OD,	274.00	0.10	26.63
MRO	P00053	RACK-8	TU, ACRYLIC, 6AWG, GRADE C, 155°C	242.00	0.57	136.83
RAW	P00123	RACK-8	WSHR, Flat, 18-8 SST, 1/4 AN,	199.00	0.07	13.89
RAW	P00882	RACK-8	O-RING, BUNA-N, 3-924	197.00	0.14	28.53
RAW	P00718	RACK-8	O-RING, BUNA-N, 2-222	187.00	0.11	19.97
RAW	P00121		WSHR, FLAT, SS, #8, 18-8, NAS	183.00	0.04	7.98
RAW	28241K-17580-C		REGENERATOR, BOTTOM	176.00	7.86	1,382.67
MRO	P03094	RACK-8	WIRE, 20 AWG STRANDED M	167.00	0.25	42.15
RAW	P02792	RACK-8	WSHR, Flat, GR8 ST, 13/32 ID,	155.00	0.15	23.72
RAW	P00418		WSHR, FLAT, 18-8 SST, 3/8 AN	151.00	0.10	14.62
RAW	P03093	RACK-8	SCR, SHCS 3/8-16 X 6.5 ALY STL	106.00	5.17	547.86
RAW	P01881	RACK-8	TUBING, COPPER, CLEANED	100.00	0.87	87.34
RAW	P03156	RACK-8	WASHER, LKG, EXT TOOTH ZN PL S	100.00	0.03	2.68
RAW	P03159	RACK-8	LOOP CLAMP NYLON 1/2 OD #10 HO	100.00	1.19	118.88
RAW	P02857	RACK-8	WSHR, SPLIT LOCK	99.00	0.02	2.07
RAW	P01934	RACK-8	EDGE TRIM, POLYETHYLENE	98.40	0.39	37.89
RAW	P02662	RACK-8	SCR, BTNHD, 18-8 SST,	98.00	0.10	9.56
RAW	P01097	RACK-8	NAS BOLT, HHMS, 10-32 X .375"	96.00	0.62	59.54
RAW	P03161	RACK-8	LOOP CLAMP NYLON 1/4 OD #10 HO	95.00	0.08	7.45
RAW	P02539	RACK-8	O-RING BUNA-N 2-151	91.00	0.19	16.90
RAW	P03000	RACK-8	NUT, NYLON INSERT	88.00	0.09	8.03

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	P00866		WSHR, SPRING LOCK, ZINC-PLD	84.00	0.05	4.59
RAW	P00878	RACK-8	O-RING, BUNA-N, 2-041	84.00	0.13	10.88
RAW	P03141		SCREW, SCHD, ALLOY ST Zn PL 3	84.00	0.51	42.79
RAW	P02586	RACK-8	O-RING, BUNA-N, 2-120 MIL-Spec	79.00	0.24	18.62
RAW	P02265		NUT, HEX DEFORMED THD ALY ST	69.00	0.52	35.67
RAW	P02418	RACK-8	O-RING, BUNA-N, 2-016	64.00	0.03	2.07
RAW	P03022	RACK-8	HEX NUT, LOCKING GR5 STL 5/16-	63.00	0.07	4.12
RAW	P00117		WSHR, FLAT, 18-8 SST, #10 NA	56.00	0.10	5.34
RAW	1S362M-10617-00-C	RACK-8	BOBBIN, COIL - 362 FRAME	47.00	1.53	71.97
RAW	P02012	RACK-8	SCR, SHCS, 18-8 SST, 10-32 X	47.00	0.49	22.95
RAW	P02595	RACK-8	WSHR, FLAT, STL, 5/8 SCR	47.00	0.23	10.58
RAW	P03075	RACK-8	BACKUP RING TEFLON 2-012 ORING	47.00	0.19	9.09
MRO	P03101	RACK-8	GASKET NEOPRENE ADHESIVE BACK	47.00	0.14	6.45
RAW	P03060	RACK-8	NEOPRENE FOAM .25 THK,	41.00	1.23	50.63
RAW	P01376	RACK-8	WSHR, SPRING LOCK, 18-8 SST,	40.00	0.21	8.42
MRO	P03004	RACK-8	WIRE, THERMOCOUPLE,	40.00	1.96	78.40
RAW	P03046	RACK-8	O-RING, 2-016 VITON PER	39.00	0.21	8.36
RAW	P02604	RACK-8	SCR, SHCS ALY ST, PER MIL-Spec	38.00	6.36	241.58
RAW	P01501	RACK-8	SCR, HHCS, 5/8-11 X 5 LG GRADE	36.00	3.04	109.41
RAW	P02990	RACK-8	NUT, HEX LOCKING,	36.00	0.21	7.41
RAW	P02047	RACK-8	NUT, NYLON INSERT, 18-8 SST,	34.00	0.29	9.90
RAW	1S362M-20090-C		MAGNET 362, 1.50 CUBE	32.00	22.74	727.72
RAW	P03090	RACK-8	STRAIN RELIEF TUBING, MINIATUR	30.00	0.05	1.55
RAW	P02180		18-8 SST AN 960	21.00	0.19	3.90
RAW	P02532	RACK-8	INSERT, HELICAL THD, 18-8	21.00	0.67	14.02
RAW	P03003	RACK-8	CABLE POWER, 18/2 AWG			

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
			600V AC	20.00	0.63	12.61
RAW	P02883		WSHR, FLAT ZING PLTD STL	19.00	0.07	1.33
RAW	P03044	RACK-8	O-RING, 2-020 VITON PER	19.00	0.27	5.11
RAW	P03059	RACK-8	SCR, SHCS GR 8 AL ST	19.00	0.50	9.56
RAW	P02605		SCR, SHCS ALY ST, PER MIL-Spec	18.00	1.65	29.77
MRO	P02790	RACK-8	WIRE, TC, TEFLON, TYPE E, 24 A	18.00	1.83	32.94
RAW	1S362M-16009-A	RACK-8	FLEXURE, DIAMETRAL - BEND	17.00	74.78	1,271.24
RAW	P02584	RACK-8	O-RING, BUNA-N, MIL-Spec 2-216	17.00	0.47	8.01
RAW	P02996	RACK-8	WSHR, SEALING, 5/16, .30 ID, 61	16.00	1.03	16.47
RAW	P03023	RACK-8	SCR, ALY STL CORR RESIST SHCS	16.00	1.07	17.15
RAW	P00126	RACK-8	WSHR, FLAT, STL, 3/4 SAE,	15.00	0.19	2.86
RAW	P02941	RACK-8	SCR ALY ST SHS CORR RESIST	13.00	0.36	4.65
RAW	P00388	RACK-8	Wire Cloth, 80x80 mesh, .0055	12.00	10.24	122.93
RAW	P02371		WSHR, BELLEVILLE 17-7 Ph SS #1	12.00	0.34	4.10
RAW	P03053	RACK-8	SCR, HHCS, GR 5 AL ST	12.00	0.43	5.17
RAW	P03099	RACK-8	FLAG TERMINAL 18-22 AWG .250	11.00	0.34	3.70
RAW	P01414		O-RING, BUNA-N, 2-260	10.00	1.00	10.03
RAW	P02326	RACK-8	INSERT, HELICAL THD,	10.00	3.62	36.18
RAW	P02611	RACK-8	MIL Spec ALY STL SKT He	10.00	2.93	29.25
RAW	P01007		miniature CONN for type E	9.00	2.36	21.21
RAW	P02613	RACK-8	LEVELING SHIM, 18-8 SST	9.00	7.28	65.49
RAW	P02744	RACK-8	SCR, SCHD, 316 SST,	9.00	0.35	3.17
RAW	P02763	RACK-8	NUT, FEM 316 SST 1/2 VCO	9.00	12.09	108.85
RAW	P03005	RACK-8	O-RING, VITON, 90 DURO 2-165	9.00	4.07	36.61
RAW	P03050	RACK-8	GASKET NEOPREEN ADHESIVE BACK	9.00	5.52	49.71
RAW	P03082	RACK-8	SCR SHCS, ALY STL, ZINC PLATE	9.00	0.52	4.65

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	P03123	RACK-8	WSHR, 316 SST .266 ID .875 OD	9.00	0.34	3.05
RAW	P02580	RACK-8	SCR SHCS, ALY STL, CAD	8.00	3.79	30.35
RAW	P02607	RACK-8	NUT, HEX, GRADE 8 STL, 5/8-11	8.00	3.98	31.84
RAW	P02614	RACK-8	SCR HHCS GRADE 8 STL, MIL-Spec	8.00	8.48	67.81
RAW	P03097	RACK-8	FERRITE CABLE CLAMP	8.00	2.58	20.67
RAW	P03168	RACK-8	CONDUIT FITTING LOCKNUT STEEL	8.00	0.49	3.94
RAW	P02609	RACK-8	MIL-Spec Grade 8 ALY STL,	7.00	6.20	43.42
RAW	P03021	RACK-8	SCR, GR5 ALY STL	7.00	2.67	18.67
RAW	P03088	RACK-8	LOCKING CLIP, THERMOCOUPLE	7.00	1.03	7.24
RAW	P03147		O-RING VITON 2-222 PER Mil-R-8	7.00	1.07	7.48
RAW	2S241K-21399-A	RACK-8	FLOW STRAIGHTENER, 241 WARM .7	6.00	492.64	2,955.83
RAW	2S241K-21400-A	RACK-8	FLOW STRAIGHTENER, 241 COLD .50	6.00	470.64	2,823.83
RAW	P02762	RACK-8	SKT WELD GLAND 316 SST 1/2 VCO	6.00	10.54	63.26
RAW	P02989	RACK-8	SCR, HEX HD, GR5,	6.00	1.37	8.24
RAW	P03011	RACK-8	PLUG BRS, 3/4 NPT	6.00	3.82	22.95
RAW	2S362K-23619-C	RACK-8	SHROUD, COOLING LOOP	5.00	51.69	258.43
RAW	P00277	RACK-8	SCR, SCHD, 18-8 SST	5.00	0.73	3.63
RAW	P02583	RACK-8	O-RING, BUNA-N, 2-043 MIL-Spec	5.00	1.12	5.60
RAW	P02707	RACK-8	STRAIN RELIEF, NYLON 90° ELBOW	5.00	11.14	55.72
RAW	P03142	RACK-8	CONNECTOR TC INTEGRAL CABLE CL	5.00	2.53	12.66
RAW	P03158	RACK-8	COVER FOR DISTRIBUTION BLOCK,	5.00	5.30	26.51
RAW	P03176	RACK-8	TUBING, ABRASION RESISTANT	4.10	1.96	8.05
RAW	P00411	RACK-8	Locknut, Nylon-Insert, Grade 8	4.00	0.15	0.59
RAW	P01987	RACK-8	DURABLE BLACK NEOPRENE RUBBER	4.00	1.24	4.96
RAW	P02030	RACK-8	SCREW, HHCS, 5/8-11 X 1.75	4.00	1.15	4.61
RAW	P02610	RACK-8	MIL-Spec Grade 8 ALY STL,			

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
				4.00	6.51	26.05
RAW	P02817		WSHR,BELLEVILLE SST, #8	4.00	0.25	1.00
RAW	P02984	RACK-8	SCR AL STL, SCHD, CORR RESIS	4.00	1.05	4.21
RAW	P03010	RACK-8	PLUG SST FOR 1/16 TUBE	4.00	11.58	46.31
RAW	P03146		O-RING VITON 3-924 PER MIL-R-8	4.00	1.30	5.19
RAW	2S362K-23561-C	RACK-8	BRACKET, SNAP SWITCH RETAINING	3.00	15.51	46.52
RAW	P01159	RACK-8	SST Tubing, Type 304, 3/8 OD,	3.00	25.40	76.19
RAW	P01880	RACK-8	DOWEL 18-8 375 OD X 1.25 LG	3.00	1.89	5.68
RAW	P01939		O-RING, BUNA-N, 2-254	3.00	0.81	2.43
RAW	P02024	RACK-8	INSERT, HELICAL THD, 18-8 SST	3.00	0.52	1.55
RAW	P02502	RACK-8	CONN, TC, TYPE K, MINI, GND	3.00	2.89	8.68
RAW	P03041	RACK-8	O-RING, 2-250 VITON PER	3.00	3.06	9.19
RAW	P03042	RACK-8	O-RING, 2-151 VITON PER	3.00	1.53	4.60
RAW	P03043	RACK-8	O-RING, 2-041 VITON PER	3.00	1.22	3.66
RAW	P03045	RACK-8	O-RING, 2-251 VITON PER	3.00	3.06	9.18
RAW	P03240	RACK-8	PRESSURE GAUGE 0-600 PSI	3.00	84.01	252.03
RAW	2S241K-21397-C	RACK-8	STACK SINTERED WIRE CLOTH	2.00	1,938.19	3,876.38
RAW	2S241K-21398-C	RACK-8	STACK SINTERED WIRE CLOTH, WAR	2.00	1,938.19	3,876.38
RAW	2S362W-18048-C	RACK-8	END VESSEL	2.00	4,801.39	9,602.77
RAW	P01078	RACK-8	INDUSTRIAL VIBRATION SENSOR	2.00	574.22	1,148.44
RAW	P03012	RACK-8	SCR SHCS 18-8 SST 3/8-24 X 1.0	2.00	0.64	1.27
RAW	P03100	RACK-8	Snap action disc thermostat,	2.00	8.83	17.66
RAW	P03140	RACK-8	NEOPRENE FOAM SHEET	2.00	45.88	91.75
RAW	P03143	RACK-8	CONNECTOR TC INTEGRAL CABLE CL	2.00	3.05	6.10
RAW	2S241K-18031-C		TRANSFER HOSE - 362	1.00	569.52	569.52
RAW	2S362K-22790-C	RACK-8	SUPPORT PLATE-DEWAR MOUNTING	1.00	146.01	146.01

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	2S362K-22949-A	RACK-8	COLLECTION DEWAR, INSPECTED	1.00	10,496.73	10,496.73
RAW	1S362M-16043-C	RACK-8	CABLE ASSY MOTOR FEED THRU	1.00	905.52	905.52
RAW	2S241K-17569-A	RACK-8	TUBE & SHELL WELDMENT, SIDE PO	1.00	14,285.73	14,285.73
RAW	2S241K-18053-A	RACK-8	COLD TIP BRAZEMENT	1.00	4,395.36	4,395.36
RAW	2S241K-23617-A	RACK-8	BAKE OUT BUFFER TUBE BLANK	1.00	94.57	94.57
RAW	P00039	RACK-8	1/16" TUBE, MALE FTG, 5/16	1.00	26.26	26.26
RAW	P00133		NUT, CINCH, 12 PT HEX, 3/4-16,	1.00	59.95	59.95
RAW	P01964	RACK-8	METER ANALOG 0-10vDC	1.00	294.60	294.60
RAW	P02040	RACK-8	VALVE, BELLOWS VCR FTGS SW	1.00	243.44	243.44
RAW	P02042	RACK-8	GASKET, COPPER, 1/4 IN VCR FIT	1.00	1.45	1.45
RAW	P02070	RACK-8	UNION NUT, 1-1/2 TBE, ALY BRONZ	1.00	145.07	145.07
RAW	P02560	RACK-8	SHORT TUBE BUT WELD 316 SST 1/	1.00	9.82	9.82
RAW	P02585	RACK-8	SCR, SHCS 300 SERIES SST, MI	1.00	1.85	1.85
RAW	P03072	RACK-8	CORD GRIP SCR CONN STYLE	1.00	4.06	4.06
MRO	P03119	RACK-8	THERMAL EPOXY, RIDGID, .09 OZ	1.00	31.33	31.33
RAW	P03121	RACK-8	DISCONNECT, FUSED, 100A RATED	1.00	616.22	616.22
RAW	P03129	RACK-8	CONNECTOR SST 1_2 VCO X 3 4-16	1.00	21.09	21.09
RAW	P03149	RACK-8	ALUMINUM SET SCREW LUG, SINGLE	1.00	2.88	2.88
RAW	P03151	RACK-8	CORD GRIP ALUM, 1.13 - 1.2.5 D	1.00	33.29	33.29
RAW	P03157	RACK-8	DISTRIBUTION BLOCK, 2 CIRCUIT	1.00	10.96	10.96

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

VI. INVENTORY (OTHER)

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	1S241M-21182-C	RACK-13	MAGNET, 241 - 1.00 CUBE N48M	16.00	7.34	117.43
RAW	P00117		WSHR, FLAT, 18-8 SST, #10 NA	8.00	0.10	0.76
RAW	P00158	RACK-9	SCR, ALY ST, SCHD, 6-32 X	8.00	0.39	3.15
RAW	P00180	RACK-9	RIVET, BLIND, DOME STYLE, ALUM	8.00	0.48	3.81
RAW	P02792	RACK-8	WSHR, Flat, GR8 ST, 13/32 ID,	8.00	0.15	1.22
RAW	P00113	RACK-9	DOWEL PIN, 316 SST	4.00	0.71	2.85
RAW	P00425		NUT, HEX, GRADE 8, 3/8-16	4.00	0.14	0.54
RAW	P00478	RACK-9	SCR, SCHD, 18-8 SST	3.00	0.84	2.51
RAW	P00626	RACK-9	BUMPER, RECESSED RUBBER W/O	4.00	0.11	0.45
RAW	P01186	RACK-9	SCR, SCHD, ALY STL, 3/8-16 x 6	4.00	3.52	14.10
RAW	P01749	RACK-9	WSHR, LKG 18-8 SST 3/8 IN	4.00	0.08	0.33
RAW	P01938	ASSY-FLR	ROD, NYLON, 6/6, .188 INCH DIA	2.50	0.38	0.96
RAW	1S241M-10904-00-C	RACK-7	MAGNET SPIDER	2.00	142.65	285.30
RAW	2S102W-20037-C	RACK-1	END VESSEL BOLTED	2.00	90.45	180.90
RAW	P00020	RACK-2	FEED THRU CONN, 16 AWG, 4	2.00	74.43	148.85
RAW	P00802	RACK-9	O-RING, BUNA-N, 2-246	2.00	0.32	0.63
RAW	P02844	RACK-10	FUSE 5mm X 20 mm GLASS TUBE	2.00	1.27	2.55
RAW	P03073	RACK-10	WIRE 10AWG CU STRANDED TEFLON	2.00	8.14	16.27
RAW	P01539	ASSY-FLR	WIRE, RECTANGULAR MAGNET .051	1.20	11.80	14.17
RAW	1S102M-21140-A	RACK-1	MOTOR ASSY LO COST	1.00	1,155.35	1,155.35
FG	1S102M-23410-A	RACK-1	1s102M Motor for SS PWG	1.00	1,140.42	1,140.42
RAW	1S241M-10024-00	RACK-7	C2CMagnet Core	1.00	110.61	110.61
RAW	1S241M-10901-00-C	RACK-7	STATOR FOR 2.75 IN WIDE STRAPS	1.00	1,238.37	1,238.37
RAW	2S102K-21322-A	RACK-2	MODIFIED 3/4-16 SAE TO	1.00	42.65	42.65
RAW	2S102K-22443-A	RACK-9	MODIFIED ELECTRICAL			

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
			BOX COVER	1.00	9.97	9.97
FG	2S132K-22947-A		CRYOCOOLER AIR COOLED RIGID	1.00	15,587.60	15,587.60
RAW	P00032	RACK-9	1/4 TUBE, PLUG, 3XX SS	1.00	5.69	5.69
RAW	P00487		STRAIN RELIEF, NON METALIC	1.00	3.35	3.35
RAW	P00655	RACK-9	SCR, BTNHD, 18-8 SST, 10-32X 3	1.00	0.05	0.05
RAW	P01536	RACK-9	VLV,SS,BELLOWS,,25 TU,SWGLK SS	1.00	153.30	153.30
RAW	P01767	RACK-9	WSHR,LK,INT TOOTH,#10,ZINC,PLT	1.00	0.02	0.02
RAW	P02296	RACK-9	SST-CASE LIQUID-	1.00	24.93	24.93
RAW	P02405	RACK-9	1/8 NPT TO 1/4 TUBE	1.00	5.79	5.79
RAW	P02631	RACK-9	WIDE-RIM ZINC-PLD STL SHIM	1.00	0.15	0.15
RAW	P02671	RACK-9	Plug, SST, 5/8 OD Tube	1.00	12.92	12.92
RAW	P02927	RACK-10	FUHLR 5 X 20 mm 250 VAC, 10 A	1.00	3.09	3.09
FG	2S241W-23384-A	RACK-12	2s241W Pressure Wave Generator	1.00	27,067.24	27,067.24

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

VII. OTHER EQUIPMENT

Group	Description	Details	Notes	Value
FAB TOOLS				
Motor test stand	mounting plates, driver plates, motor test stand	Plates for mounting motors to the motor test stand table; motor test table ; agilent function generator powertek programmable wattmeter europower power amplifier lambda emi dc power supply national instrument data acq; include load plates	Req'd for Building Mtrs	\$8,500
Cold head test equipment	load plates	Only one of two 241 load plates. Brass bolts and bellivel washers. Heater. One of the two avail in this size is unreliable. Skip other sizes.	heaters for these sizes, replace 132 for GA.	\$350
Mag core assy tools	mag core insertion tool; mag core assy tools fixtures;	362 version only		\$2,500
	241 cold head vacuum can.	Vacuum can only. No vacuum pump.	Useful for testing 41/Navy class coldheads	\$250
362 Liquefier test setup	liquefier test equipment	8 gallon lox dewar; transfer line only	Specific to Navy units	\$2,000
	transfer line assembly tool	stretching tool with fittings for 132 and 102	usual for flex-connected only, not needed for Fusion	\$1,500
	flexure bend fixtures	102, 132 & 362 flexure size tools only.		\$1,500
OTHER GOODS				
	362 drive electronics controller (for test only)	Used for all large pwgs and cryocoolers. DE needs PFM - peak feedback module		\$12,500
400 Liquefier test setup	241 cryo-cooler	REMOVED/NOT ACQUIRED		\$0

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2014 4357521 Filed 10/29/2014

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
If so, attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 8a or 8b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

Those assets described on Exhibit A attached hereto that are sold by Debtor to RIX Industries, a California corporation pursuant to that certain Asset Purchase Agreement, dated as of April 6, 2017, by and between Debtor and RIX Industries, a California corporation.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

JPMorgan Chase Bank, N.A., as Administrative Agent

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with: Delaware Secretary of State Debtor: Chart Inc. (049067-0118)

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

PATENT

REEL: 044243 FRAME: 0158

Exhibit A to UCC-3 Financing Statement

DEBTOR	SECURED PARTY
Chart Inc. One Infinity Corporate Centre Drive, Suite 300 Garfield Heights, OH 44125	JPMorgan Chase Bank, N.A., as Administrative Agent IL1-1145/54/63, P.O. Box 6026 Chicago, IL 60680-6026

The UCC-1 Financing Statement referred to in the UCC-3 Financing Statement to which this Exhibit A is attached is hereby amended to delete from the Collateral all of Debtor's right, title and interest in, to and under the assets and property identified below under the heading "DELETED COLLATERAL" that are sold by Debtor pursuant to that certain Asset Purchase Agreement, dated as of April 6, 2017 (the "Purchase Agreement"), by and between Debtor and RIX Industries, a California corporation (the "Buyer"). A copy of the Purchase Agreement is on file with the Secured Party.

DELETED COLLATERAL

I. ACTIVE PATENTS

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date
CRYOCOOLER ROTARY DRIVE AND METHOD	Chart Inc.	United States	Pending	11/10/2016	62/420,272		
METHODS RELATING TO CONSTRUCTING RECIPROCATOR ASSEMBLY	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591481	US 6,353,987 B1	3/12/2002
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	China	Registered/Granted	5/8/2001	01801339.2	ZL01801339.2	11/16/2005
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Germany	Registered/Granted	5/8/2001	601 44 171.0	601 44 171.0	3/9/2011
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	European Patent Application	Registered/Granted	5/8/2001	01933170.1	1 203 439	3/9/2011
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Japan	Registered/Granted	5/8/2001	2002-511458	4575642	8/27/2010
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	Korea, Republic of	Registered/Granted	1/7/2002	10-2002-7000293	804874	2/12/2008

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591480	US 6,492,748 B1	12/10/2002
MECHANICAL RESONATOR AND METHOD FOR THERMOACOUSTIC SYSTEMS	Chart Inc.	United States	Registered/Granted	4/19/2002	10/126594	US 6,578,364 B2	6/17/2003
MATCHING AN ACOUSTIC DRIVER TO AN ACOUSTIC LOAD IN AN ACOUSTIC RESONANT SYSTEM	Chart Inc. & Mesoscopic Devices, LLC (1)	United States	Registered/Granted	4/19/2002	10/126596	US 6,604,363 B2	8/12/2003
RECIPROCATING DEVICE AND LINEAR SUSPENSION	Chart Inc.	United States	Registered/Granted	9/24/2002	10/253797	US 6,841,900 B2	1/11/2005
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	China	Registered/Granted	10/25/2006	200680040953.4	ZL200680040953.4	6/23/2010
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	European Patent Application	Published	5/30/2008	05 839 541.7		
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	Japan	Published	10/25/2006	2008-539139		
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	United States	Registered/Granted	10/24/2006	11/552186	US 7,628,022 B2	12/8/2009
DRIFT STABILIZER FOR RECIPROCATING FREE-PISTON DEVICES	Chart Inc. & Los Alamos National Security LLC (2)	United States	Registered/Granted	4/27/2001	09/844177	US 6,564,552 B1	5/20/2003

II. KNOW-HOW

All product and tooling technical papers, 3D models, drawings, performance models, calculations, manufacturing processes, assembly procedures and test procedures, test reports, all to the extent available, for the following product models:

Acoustic Cryogenics Products**STAR™ Motor/Alternator**

Model No.	1S102M	1S132M	1S175M	1S226M	1S241M	1S297M	1S362M
Rated Mechanical Power Out (max Watt @ 60 Hz)	100	250	750	1,300	2,000	5,000	10,000
-CW (w/ custom windings)							

STARdrive™ (STAR plus acoustic interface, base clearance piston & cylinder)

Model No.	1S102D	1S132D	1S175D	1S226D	1S241D	1S297D	1S362D
Rated Acoustic Delivery (max Watt @ 60 Hz)	90	220	500	900	1,600	3,800	8,000
-CP (w/ custom piston size)							
-SV (seal dimension verification)							

TwinSTAR™ (2-motor pressure wave generator, rated for 30 bar MAWP service)

Model No.	2S102W	2S132W	2S175W	2S226W	2S241W	2S297W	2S362W
Rated Acoustic Delivery (max Watt @ 50 Hz)	170	400	1200	1800	3200	7500	15,000
-IP (X, p instruments)							
-CE (SCR manual capacity modulator)							
-DE (v'ble frequency drive electronics)							
-SS welded SS mtr hsg (bolted AL std)							

Qdrive™ K (acoustic cryocooler on TwinSTAR drive)

Model No.	2S102K	2S132K	2S175K	2S226K	2S241K	2S297K	2S362K
Rated Cooling Capacity (max Watt @77K coldtip)	8	25	(60 est)	120	220	(500 est)	800
-AR (direct air heat rejection)							
-RH (FAR flexibly attached remote coldhead)							
-TI (w/ temperature controller)							
-CL (closed loop cooling system, not w/ -AR)							
-LX (liquefier attachment: condenser & vessel)							
-UE (enclosure cabinet - interior use)							
-HT ('supercooler' head for 100K svc)							
-CF (CF-style vacuum flange on coldhead)							

III. AGREEMENTS

Any and all rights of the Debtor pursuant to the following agreements:

1. Patent Rights and Technical Information License Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Debtor, and Praxair, Inc., dated February 22, 2008 (the "Praxair License Agreement").
2. Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Debtor, and Halliburton Energy Services, Inc., dated May 27, 2010, as amended (the "Halliburton License Agreement").
3. Pulse Tube Cryorefrigerator Development Agreement, between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Debtor and Carleton Life Support Systems, Inc., effective as of March 8, 2006, as amended.
4. Restated Royalty Agreement between Clever Fellows Innovation Consortium, Inc., predecessor in interest to Debtor, and New York State Energy Research and Development Authority, dated October 23, 1997.

Exhibit A to UCC-3 Financing Statement (*cont'd*)
Debtor: Chart Inc.
Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

IV. FIXED ASSETS

Assets Included in Sale

Asset Number	Description
21918	Vacuum Bake-out system
21924	Vacuum Bake-out system
24071	Vacuum Bakeout system
35132	Helium Leak detector
35997	Run-in Racks
38019	Cleaning-Handling equipment
37226	RGA systems-Pfeiffer
21569	Shop Equipment
21570	Shop Equipment
21571	15362M
21572	Leak detector
21573	Behlman BL 4500
21574	Ceia Induction brazing
21575	Belman electric
23931	Data Acquisition system
22824	Pressure Transducers (4)
40656	Cleanroom (class 100,000)

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

V. INVENTORY (362)

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	P00533	RACK-8	WSHR, SPRING LOCK, 18-8 SST,	533.00	0.02	11.89
RAW	2S241K-17579-C		REGENERATOR, TOP	507.00	4.38	2,222.13
RAW	P01422		SCR, SCHD, 18-8 SST, 10-32 x 3	395.00	0.09	35.39
RAW	P02634	RACK-8	Washer, Flat, 5/16 .69 OD,	274.00	0.10	26.63
MRO	P00053	RACK-8	TU, ACRYLIC, 6AWG, GRADE C, 155°C	242.00	0.57	136.83
RAW	P00123	RACK-8	WSHR, Flat, 18-8 SST, 1/4 AN,	199.00	0.07	13.89
RAW	P00882	RACK-8	O-RING, BUNA-N, 3-924	197.00	0.14	28.53
RAW	P00718	RACK-8	O-RING, BUNA-N, 2-222	187.00	0.11	19.97
RAW	P00121		WSHR, FLAT, SS, #8, 18-8, NAS	183.00	0.04	7.98
RAW	2S241K-17580-C		REGENERATOR, BOTTOM	176.00	7.86	1,382.67
MRO	P03094	RACK-8	WIRE, 20 AWG STRANDED M	167.00	0.25	42.15
RAW	P02792	RACK-8	WSHR, Flat, GR8 ST, 13/32 ID,	155.00	0.15	23.72
RAW	P00418		WSHR, FLAT, 18-8 SST, 3/8 AN	151.00	0.10	14.62
RAW	P03093	RACK-8	SCR, SHCS 3/8-16 X 6.5 ALY STL	106.00	5.17	547.86
RAW	P01881	RACK-8	TUBING, COPPER, CLEANED	100.00	0.87	87.34
RAW	P03156	RACK-8	WASHER, LKG, EXT TOOTH ZN PL S	100.00	0.03	2.68
RAW	P03159	RACK-8	LOOP CLAMP NYLON 1/2 OD #10 HO	100.00	1.19	118.88
RAW	P02857	RACK-8	WSHR, SPLIT LOCK	99.00	0.02	2.07
RAW	P01934	RACK-8	EDGE TRIM, POLYETHYLENE	98.40	0.39	37.89
RAW	P02662	RACK-8	SCR, BTNHD, 18-8 SST,	98.00	0.10	9.56
RAW	P01097	RACK-8	NAS BOLT, HHMS, 10-32 X .375"	96.00	0.62	59.54
RAW	P03161	RACK-8	LOOP CLAMP NYLON 1/4 OD #10 HO	95.00	0.08	7.45
RAW	P02539	RACK-8	O-RING BUNA-N 2-151	91.00	0.19	16.90
RAW	P03000	RACK-8	NUT, NYLON INSERT	88.00	0.09	8.03

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	P00866		WSHR, SPRING LOCK, ZINC-PLD	84.00	0.05	4.59
RAW	P00878	RACK-8	O-RING, BUNA-N, 2-041	84.00	0.13	10.88
RAW	P03141		SCREW, SCHD, ALLOY ST Zn PL 3	84.00	0.51	42.79
RAW	P02586	RACK-8	O-RING, BUNA-N, 2-120 MIL-Spec	79.00	0.24	18.62
RAW	P02265		NUT, HEX DEFORMED THD ALY ST	69.00	0.52	35.67
RAW	P02418	RACK-8	O-RING, BUNA-N, 2-016	64.00	0.03	2.07
RAW	P03022	RACK-8	HEX NUT, LOCKING GR5 STL 5/16-	63.00	0.07	4.12
RAW	P00117		WSHR, FLAT, 18-8 SST, #10 NA	56.00	0.10	5.34
RAW	1S362M-10617-00-C	RACK-8	BOBBIN, COIL - 362 FRAME	47.00	1.53	71.97
RAW	P02012	RACK-8	SCR, SHCS, 18-8 SST, 10-32 X	47.00	0.49	22.95
RAW	P02595	RACK-8	WSHR, FLAT, STL, 5/8 SCR	47.00	0.23	10.58
RAW	P03075	RACK-8	BACKUP RING TEFLON 2-012 ORING	47.00	0.19	9.09
MRO	P03101	RACK-8	GASKET NEOPRENE ADHESIVE BACK	47.00	0.14	6.45
RAW	P03060	RACK-8	NEOPRENE FOAM .25 THK.	41.00	1.23	50.63
RAW	P01376	RACK-8	WSHR, SPRING LOCK, 18-8 SST,	40.00	0.21	8.42
MRO	P03004	RACK-8	WIRE, THERMOCOUPLE,	40.00	1.96	78.40
RAW	P03046	RACK-8	O-RING, 2-016 VITON PER	39.00	0.21	8.36
RAW	P02604	RACK-8	SCR, SHCS ALY ST, PER MIL-Spec	38.00	6.36	241.58
RAW	P01501	RACK-8	SCR, HHCS, 5/8-11 X 5 LG GRADE	36.00	3.04	109.41
RAW	P02990	RACK-8	NUT, HEX LOCKING,	36.00	0.21	7.41
RAW	P02047	RACK-8	NUT, NYLON INSERT, 18-8 SST,	34.00	0.29	9.90
RAW	1S362M-20090-C		MAGNET 362, 1.50 CUBE	32.00	22.74	727.72
RAW	P03090	RACK-8	STRAIN RELIEF TUBING, MINIATUR	30.00	0.05	1.55
RAW	P02180		18-8 SST AN 960	21.00	0.19	3.90
RAW	P02532	RACK-8	INSERT, HELICAL THD, 18-8	21.00	0.67	14.02
RAW	P03003	RACK-8	CABLE POWER, 18/2 AWG			

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
			600V AC	20.00	0.63	12.61
RAW	P02883		WSHR, FLAT ZINC PLTD STL	19.00	0.07	1.33
RAW	P03044	RACK-8	O-RING, 2-020 VITON PER	19.00	0.27	5.11
RAW	P03059	RACK-8	SCR, SHCS GR 8 AL ST	19.00	0.50	9.56
RAW	P02605		SCR, SHCS ALY ST, PER MIL-Spec	18.00	1.65	29.77
MRO	P02790	RACK-8	WIRE, TC, TEFLON, TYPE E, 24 A	18.00	1.83	32.94
RAW	15362M-16009-A	RACK-8	FLEXURE, DIAMETRAL - BEND	17.00	74.78	1,271.24
RAW	P02584	RACK-8	O-RING, BUNA-N, MIL-Spec 2-216	17.00	0.47	8.01
RAW	P02996	RACK-8	WSHR, SEALING, 5/16, 30 ID, 61	16.00	1.03	16.47
RAW	P03023	RACK-8	SCR, ALY STL CORR RESIST SHCS	16.00	1.07	17.15
RAW	P00126	RACK-8	WSHR, FLAT, STL, 3/4 SAE,	15.00	0.19	2.86
RAW	P02941	RACK-8	SCR ALY ST SHS CORR RESIST	13.00	0.36	4.65
RAW	P00388	RACK-8	Wire Cloth, 80x80 mesh, .0055	12.00	10.24	122.93
RAW	P02371		WSHR, BELLEVILLE 17-7 Ph SS #1	12.00	0.34	4.10
RAW	P03053	RACK-8	SCR, HHCS, GR 5 AL ST	12.00	0.43	5.17
RAW	P03099	RACK-8	FLAG TERMINAL 18-22 AWG 250	11.00	0.34	3.70
RAW	P01414		O-RING, BUNA-N, 2-260	10.00	1.00	10.03
RAW	P02326	RACK-8	INSERT, HELICAL THD,	10.00	3.62	36.18
RAW	P02611	RACK-8	MIL Spec ALY STL SKT He	10.00	2.93	29.25
RAW	P01007		miniature CONN for type E	9.00	2.36	21.21
RAW	P02613	RACK-8	LEVELING SHIM, 18-8 SST	9.00	7.28	65.49
RAW	P02744	RACK-8	SCR, SCHD, 316 SST,	9.00	0.35	3.17
RAW	P02763	RACK-8	NUT, FEM 316 SST 1/2 VCO	9.00	12.09	108.85
RAW	P03005	RACK-8	O-RING, VITON, 90 DURO 2-165	9.00	4.07	36.61
RAW	P03050	RACK-8	GASKET NEOPREEN ADHESIVE BACK	9.00	5.52	49.71
RAW	P03082	RACK-8	SCR SHCS, ALY STL, ZINC PLATE	9.00	0.52	4.65

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	P03123	RACK-8	WSHR, 316 SST .266 ID .875 OD	9.00	0.34	3.05
RAW	P02580	RACK-8	SCR SHCS, ALY STL, CAD	8.00	3.79	30.35
RAW	P02607	RACK-8	NUT, HEX, GRADE 8 STL, 5/8-11	8.00	3.98	31.84
RAW	P02614	RACK-8	SCR HHCS GRADE 8 STL, MIL-Spec	8.00	8.48	67.81
RAW	P03097	RACK-8	FERRITE CABLE CLAMP	8.00	2.58	20.67
RAW	P03168	RACK-8	CONDUIT FITTING LOCKNUT STEEL	8.00	0.49	3.94
RAW	P02609	RACK-8	MIL-Spec Grade 8 ALY STL,	7.00	6.20	43.42
RAW	P03021	RACK-8	SCR, GR5 ALY STL	7.00	2.67	18.67
RAW	P03088	RACK-8	LOCKING CLIP, THERMOCOUPLE	7.00	1.03	7.24
RAW	P03147		O-RING VITON 2-222 PER Mil-R-8	7.00	1.07	7.48
RAW	2S241K-21399-A	RACK-8	FLOW STRAIGHTENER, 241 WARM .7	6.00	492.64	2,955.83
RAW	2S241K-21400-A	RACK-8	FLOW STRAIGHTENER, 241COLD .50	6.00	470.64	2,823.83
RAW	P02762	RACK-8	SKT WELD GLAND 316 SST 1/2 VCO	6.00	10.54	63.26
RAW	P02989	RACK-8	SCR, HEX HD, GR5,	6.00	1.37	8.24
RAW	P03011	RACK-8	PLUG BRS, 3/4 NPT	6.00	3.82	22.95
RAW	2S362K-23619-C	RACK-8	SHROUD, COOLING LOOP	5.00	51.69	258.43
RAW	P00277	RACK-8	SCR, SCHD, 18-8 SST	5.00	0.73	3.63
RAW	P02583	RACK-8	O-RING, BUNA-N, 2-043 MIL-Spec	5.00	1.12	5.60
RAW	P02707	RACK-8	STRAIN RELIEF, NYLON 90° ELBOW	5.00	11.14	55.72
RAW	P03142	RACK-8	CONNECTOR TC INTEGRAL CABLE CL	5.00	2.53	12.66
RAW	P03158	RACK-8	COVER FOR DISTRIBUTION BLOCK,	5.00	5.30	26.51
RAW	P03176	RACK-8	TUBING, ABRASION RESISTANT	4.10	1.96	8.05
RAW	P00411	RACK-8	Locknut, Nylon-Insert, Grade 8	4.00	0.15	0.59
RAW	P01987	RACK-8	DURABLE BLACK NEOPRENE RUBBER	4.00	1.24	4.96
RAW	P02030	RACK-8	SCREW, HHCS, 5/8-11 X 1.75	4.00	1.15	4.61
RAW	P02610	RACK-8	MIL-Spec Grade 8 ALY STL,			

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
				4.00	6.51	26.05
RAW	P02817		WSHR,BELLEVILLE SST, #8	4.00	0.25	1.00
RAW	P02984	RACK-8	SCR AL STL, SCHD, CORR RESIS	4.00	1.05	4.21
RAW	P03010	RACK-8	PLUG SST FOR 1/16 TUBE	4.00	11.58	46.31
RAW	P03146		O-RING VITON 3-924 PER Mil-R-8	4.00	1.30	5.19
RAW	2S362K-23561-C	RACK-8	BRACKET, SNAP SWITCH RETAINING	3.00	15.51	46.52
RAW	P01159	RACK-8	SST Tubing, Type 304, 3/8 OD,	3.00	25.40	76.19
RAW	P01880	RACK-8	DOWEL 18-8 .375 OD X 1.25 LG	3.00	1.89	5.68
RAW	P01939		O-RING, BUNA-N, 2-254	3.00	0.81	2.43
RAW	P02024	RACK-8	INSERT, HELICAL THD, 18-8 SST	3.00	0.52	1.55
RAW	P02502	RACK-8	CONN, TC, TYPE K, MINL, GND	3.00	2.89	8.68
RAW	P03041	RACK-8	O-RING, 2-250 VITON PER	3.00	3.06	9.19
RAW	P03042	RACK-8	O-RING, 2-151 VITON PER	3.00	1.53	4.60
RAW	P03043	RACK-8	O-RING, 2-041 VITON PER	3.00	1.22	3.66
RAW	P03045	RACK-8	O-RING, 2-251 VITON PER	3.00	3.06	9.18
RAW	P03240	RACK-8	PRESSURE GAUGE 0-600 PSI	3.00	84.01	252.03
RAW	2S241K-21397-C	RACK-8	STACK SINTERED WIRE CLOTH	2.00	1,938.19	3,876.38
RAW	2S241K-21398-C	RACK-8	STACK SINTERED WIRE CLOTH, WAR	2.00	1,938.19	3,876.38
RAW	2S362W-18048-C	RACK-8	END VESSEL	2.00	4,801.39	9,602.77
RAW	P01078	RACK-8	INDUSTRIAL VIBRATION SENSOR	2.00	574.22	1,148.44
RAW	P03012	RACK-8	SCR SHCS 18-8 SST 3/8-24 X 1.0	2.00	0.64	1.27
RAW	P03100	RACK-8	Snap action disc thermostat,	2.00	8.83	17.66
RAW	P03140	RACK-8	NEOPRENE FOAM SHEET	2.00	45.88	91.75
RAW	P03143	RACK-8	CONNECTOR TC INTEGRAL CABLE CL	2.00	3.05	6.10
RAW	2S241K-18031-C		TRANSFER HOSE - 362	1.00	569.52	569.52
RAW	2S362K-22790-C	RACK-8	SUPPORT PLATE-DEWAR MOUNTING	1.00	146.01	146.01

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	2S362K-22949-A	RACK-8	COLLECTION DEWAR, INSPECTED	1.00	10,496.73	10,496.73
RAW	1S362M-16043-C	RACK-8	CABLE ASSY MOTOR FEED THRU	1.00	905.52	905.52
RAW	2S241K-17569-A	RACK-8	TUBE & SHELL WELDMENT, SIDE PO	1.00	14,285.73	14,285.73
RAW	2S241K-18053-A	RACK-8	COLD TIP BRAZEMENT	1.00	4,395.36	4,395.36
RAW	2S241K-23617-A	RACK-8	BAKE OUT BUFFER TUBE BLANK	1.00	94.57	94.57
RAW	P00039	RACK-8	1/16 TUBE, MALE FTG, 5/16	1.00	26.26	26.26
RAW	P00133		NUT, CINCH, 12 PT HEX, 3/4-16,	1.00	59.95	59.95
RAW	P01964	RACK-8	METER ANALOG 0-10VDC	1.00	294.60	294.60
RAW	P02040	RACK-8	VALVE, BELLOWS VCR FTGS SW	1.00	243.44	243.44
RAW	P02042	RACK-8	GASKET, COPPER, 1/4 IN VCR FIT	1.00	1.45	1.45
RAW	P02070	RACK-8	UNION NUT, 1-1/2 TBE, ALY BRONZ	1.00	145.07	145.07
RAW	P02560	RACK-8	SHORT TUBE BUT WELD 316 SST 1/	1.00	9.82	9.82
RAW	P02585	RACK-8	SCR, SHCS 300 SERIES SST, MI	1.00	1.85	1.85
RAW	P03072	RACK-8	CORD GRIP SCR CONN STYLE	1.00	4.06	4.06
MRO	P03119	RACK-8	THERMAL EPOXY, RIDGID, .09 OZ	1.00	31.33	31.33
RAW	P03121	RACK-8	DISCONNECT, FUSED, 100A RATED	1.00	616.22	616.22
RAW	P03129	RACK-8	CONNECTOR SST 1_2 VCO X 3 4-16	1.00	21.09	21.09
RAW	P03149	RACK-8	ALUMINUM SET SCREW LUG, SINGLE	1.00	2.88	2.88
RAW	P03151	RACK-8	CORD GRIP ALUM, 1.13 - 1.25 D	1.00	33.29	33.29
RAW	P03157	RACK-8	DISTRIBUTION BLOCK, 2 CIRCUIT	1.00	10.96	10.96

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

VI. INVENTORY (OTHER)

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	1S241M-21182-C	RACK-13	MAGNET, 241 - 1.00 CUBE N48M	16.00	7.34	117.43
RAW	P00117		WSHR, FLAT, 18-8 SST, #10 NA	8.00	0.10	0.76
RAW	P00158	RACK-9	SCR, ALY ST, SCHD, 6-32 X	8.00	0.39	3.15
RAW	P00180	RACK-9	RIVET, BLIND, DOME STYLE, ALUM	8.00	0.48	3.81
RAW	P02792	RACK-8	WSHR, Flat, GR8 ST, 13/32 ID,	8.00	0.15	1.22
RAW	P00113	RACK-9	DOWEL PIN, 316 SST	4.00	0.71	2.85
RAW	P00425		NUT, HEX, GRADE 8, 3/8-16	4.00	0.14	0.54
RAW	P00478	RACK-9	SCR, SCHD, 18-8 SST	3.00	0.84	2.51
RAW	P00626	RACK-9	BUMPER, RECESSED RUBBER W/O	4.00	0.11	0.45
RAW	P01186	RACK-9	SCR, SCHD, ALY STL, 3/8-16 x 6	4.00	3.52	14.10
RAW	P01749	RACK-9	WSHR, LKG 18-8 SST 3/8 IN	4.00	0.08	0.33
RAW	P01938	ASSY-FLR	ROD, NYLON, 6/6, .188 INCH DIA	2.50	0.38	0.96
RAW	1S241M-10904-00-C	RACK-7	MAGNET SPIDER	2.00	142.65	285.30
RAW	2S102W-20037-C	RACK-1	END VESSEL BOLTED	2.00	90.45	180.90
RAW	P00020	RACK-2	FEED THRU CONN, 16 AWG, 4	2.00	74.43	148.85
RAW	P00802	RACK-9	O-RING, BUNA-N, 2-246	2.00	0.32	0.63
RAW	P02844	RACK-10	FUSE 5mm X 20 mm GLASS TUBE	2.00	1.27	2.55
RAW	P03073	RACK-10	WIRE 10AWG CU STRANDED TEFLON	2.00	8.14	16.27
RAW	P01530	ASSY-FLR	WIRE, RECTANGULAR MAGNET .051	1.20	11.80	14.17
RAW	1S102M-21140-A	RACK-1	MOTOR ASSY LO COST	1.00	1,155.35	1,155.35
FG	1S102M-23410-A	RACK-1	1s102M Motor for SS PWG	1.00	1,140.42	1,140.42
RAW	1S241M-10024-00	RACK-7	C2CMagnet Core	1.00	110.61	110.61
RAW	1S241M-10901-00-C	RACK-7	STATOR FOR 2.75 IN WIDE STRAPS	1.00	1,238.37	1,238.37
RAW	2S102K-21322-A	RACK-2	MODIFIED 3/4-16 SAE TO	1.00	42.65	42.65
RAW	2S102K-22443-A	RACK-9	MODIFIED ELECTRICAL			

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
			BOX COVER	1.00	9.97	9.97
FG	2S132K-22947-A		CRYOCOOLER AIR COOLED RIGID	1.00	15,587.60	15,587.60
RAW	P00032	RACK-9	1/4 TUBE, PLUG, 3XX SS	1.00	5.69	5.69
RAW	P00487		STRAIN RELIEF, NON METALIC	1.00	3.35	3.35
RAW	P00655	RACK-9	SCR, BTNHD, 18-8 SST, 10-32X 3	1.00	0.05	0.05
RAW	P01536	RACK-9	VLV,SS,BELLOWS, 25 TU,SWGLK SS	1.00	153.30	153.30
RAW	P01767	RACK-9	WSHR,LK,INT TOOTH,#10,ZINC,PLT	1.00	0.02	0.02
RAW	P02296	RACK-9	SST-CASE LIQUID-	1.00	24.93	24.93
RAW	P02405	RACK-9	1/8 NPT TO 1/4 TUBE	1.00	5.79	5.79
RAW	P02631	RACK-9	WIDE-RIM ZINC-PLD STL SHIM	1.00	0.15	0.15
RAW	P02671	RACK-9	Plug, SST, 5/8 OD Tube	1.00	12.92	12.92
RAW	P02927	RACK-10	FUHLR 5 X 20 mm 250 VAC, 10 A	1.00	3.09	3.09
FG	2S241W-23384-A	RACK-12	2s241W Pressure Wave Generator	1.00	27,067.24	27,067.24

Exhibit A to UCC-3 Financing Statement (cont'd)

Debtor: Chart Inc.

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent

VII. OTHER EQUIPMENT

Group	Description	Details	Notes	Value
FAB TOOLS				
Motor test stand	mounting plates, driver plates, motor test stand	Plates for mounting motors to the motor test stand table; motor test table ; agilent function generator powertek programmable wattmeter europower power amplifier lambda emi dc power supply national instrument data acq; include load plates	Req'd for Building Mtrs	\$8,500
Cold head test equipment	load plates	Only one of two 241 load plates. Brass bolts and bellivel washers. Heater. One of the two avail in this size is unreliable. Skip other sizes.	heaters for these sizes, replace 132 for GA	\$350
Mag core assy tools	mag core insertion tool; mag core assy tools fixtures;	362 version only		\$2,500
	241 cold head vacuum can.	Vacuum can only. No vacuum pump.	Useful for testing 41/Navy class coldheads	\$250
362 Liquefier test setup	liquefier test equipment	8 gallon lox dewar, transfer line only	Specific to Navy units	\$2,000
	transfer line assembly tool	stretching tool with fittings for 132 and 102	usual for flex-connected only, not needed for Fusion	\$1,500
	flexure bend fixtures	102, 132 & 362 flexure size tools only.		\$1,500
OTHER GOODS				
	362 drive electronics controller (for test only)	Used for all large pwgs and cryocoolers. DE needs PFM - peak feedback module		\$12,500
400 Liquefier test setup	241 cryo-cooler	REMOVED/NOT ACQUIRED		\$0

Schedule C

Form of Partial Release of Patent Security Interest

Attached

PARTIAL RELEASE OF PATENT SECURITY INTEREST

This Partial Release of Patent Security Interest (this "Partial Release") is made effective as of June 14, 2017 by JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties, to Chart Inc., a Delaware corporation (the "Debtor"), as follows:

WHEREAS, on April 25, 2012, Debtor, certain other guarantors and the Administrative Agent entered into an Amended and Restated Guarantee and Collateral Agreement (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), and the Debtor and the Administrative Agent entered into a Confirmatory Grant of Security Interest in United States Patents (the "Confirmatory Grant");

WHEREAS, pursuant to the Collateral Agreement, Debtor granted to the Administrative Agent, on behalf of the Secured Parties, among other collateral, a continuing security interest in all of the Debtor's right, title and interest, including goodwill, in, to and under its patents, including but not limited to those listed on the attached Schedule A (the "Patents");

WHEREAS, the Confirmatory Grant was recorded in the United States Patent & Trademark Office (the "USPTO") on July 11, 2012, at reel/frame 028546/0973; and

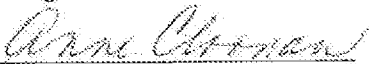
WHEREAS, the Administrative Agent wishes to release its security interest in the Patents listed on Schedule A only and retransfer and reassign to the Debtor without recourse any of the Administrative Agent's right, title and interest in and to the Patents listed on Schedule A.

NOW, THEREFORE, the Administrative Agent hereby releases, terminates and discharges any security interest it may have under the Collateral Agreement or Confirmatory Grant in the Patents listed on Schedule A only, and reassigns any and all right, title and interest it may have in and to the Patents listed on Schedule A without recourse to the Debtor, and such security interest shall hereby terminate, cease and become void; and the Administrative Agent hereby consents to the recording of this Partial Release with the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be executed by its duly authorized officer.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Anne Cloonan
Title: Vice President

SCHEDULE A - PATENTS

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date
METHODS RELATING TO CONSTRUCTING RECIPROCATOR ASSEMBLY	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591481	US 6,353,987 B1	3/12/2002
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591480	US 6,492,748 B1	12/10/2002
MECHANICAL RESONATOR AND METHOD FOR THERMOACOUSTIC SYSTEMS	Chart Inc.	United States	Registered/Granted	4/19/2002	10/126594	US 6,578,364 B2	6/17/2003
MATCHING AN ACOUSTIC DRIVER TO AN ACOUSTIC LOAD IN AN ACOUSTIC RESONANT SYSTEM	Chart Inc. & Mesoscopic Devices, LLC	United States	Registered/Granted	4/19/2002	10/126596	US 6,604,363 B2	8/12/2003
RECIPROCATING DEVICE AND LINEAR SUSPENSION	Chart Inc.	United States	Registered/Granted	9/24/2002	10/253797	US 6,841,900 B2	1/11/2005
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	United States	Registered/Granted	10/24/2006	11/552186	US 7,628,022 B2	12/8/2009
DRIFT STABILIZER FOR RECIPROCATING FREE-PISTON DEVICES	Chart Inc. & Los Alamos National Security LLC	United States	Registered/Granted	4/27/2001	09/844177	US 6,564,552 B1	5/20/2003

OFFICER'S CERTIFICATE

CHART INDUSTRIES, INC.

June 14, 2017

THIS OFFICER'S CERTIFICATE (this "Officer's Certificate") is delivered in connection with that certain Second Amended and Restated Credit Agreement dated as of October 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Chart Industries, Inc., a Delaware corporation (the "Company"), the Foreign Borrowers parties thereto from time to time, the lenders parties thereto (collectively, the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Each capitalized term used herein and not defined herein shall have the meaning ascribed thereto in the Credit Agreement or the Collateral Agreement, as applicable. The undersigned, as Vice President and Chief Financial Officer of the Company, does hereby certify to the Administrative Agent on the behalf of the Company and Chart Inc., a Delaware corporation and Domestic Subsidiary of the Company (the "Seller"), as of the date of this Officer's Certificate, that:

1. pursuant to that certain Second Amended and Restated Guarantee and Collateral Agreement, dated as of October 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Company, the Seller and the other Guarantors party thereto, in favor of the Administrative Agent, the Company and the Seller granted to the Administrative Agent, for the benefit of the Secured Parties, a Lien on all or substantially all of the assets of the Company and the Seller, as applicable (the "Collateral");
2. pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of April 6, 2017, by and between the Seller and RIX Industries, a California corporation (the "Purchaser"), the Purchaser shall purchase from the Seller all of the Purchased Assets (as defined in the Purchase Agreement) (such property is referred to herein as the "Specified Property"; such sale of the Specified Property is referred to herein as the "Specified Sale");
3. the Specified Property constitutes Collateral pursuant to the Credit Agreement;
4. the Specified Sale is being made in compliance with the terms of the Credit Agreement and is permitted under Section 6.05(h) of the Credit Agreement;
5. the disposition of the Specified Property is for fair market value;
6. no Default or Event of Default under the Credit Agreement has occurred and is continuing as of the date hereof, and no Default or Event of Default under the Credit Agreement has arisen or will arise as a result of the transactions contemplated by the Specified Sale or the Purchase Agreement;
7. pursuant to Article VIII and Section 9.18 of the Credit Agreement, the Lenders have authorized the Administrative Agent to release any Liens granted to or held by the Administrative Agent on any Collateral constituting property being sold, if the

Company certifies to the Administrative Agent that the sale is made in compliance with the terms of the Credit Agreement;

8. the undersigned hereby requests, on the behalf of the Company and the Seller, that the Administrative Agent release all Liens on the Specified Property; and
9. each of the Company and the Seller acknowledges and agrees that the release by the Administrative Agent of its Liens on the Specified Property does not constitute a release by the Administrative Agent of its Liens on any consideration received by the Seller from or on behalf of the Company or the Purchaser for the Specified Sale nor a release of any Liens the Administrative Agent may have in any assets that are not purchased by the Purchaser.

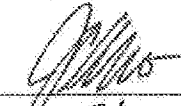
The undersigned understands that the Administrative Agent is relying upon the foregoing statements in connection with the execution and delivery of release documentation with respect to the Specified Sale.

The certifications and representations of the Company contained in this Officer's Certificate shall be deemed to be reaffirmed and restated upon consummation of the Specified Sale by the Seller to the Purchaser.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of
the date first above written.

CHART INDUSTRIES, INC.

By: 

Name:

Title: *William Gunko*

VP/CFU

Officer's Certificate

PATENT
REEL: 044243 FRAME: 0179

PARTIAL RELEASE OF PATENT SECURITY INTEREST

This Partial Release of Patent Security Interest (this "Partial Release") is made effective as of June 14, 2017 by JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties, to Chart Inc., a Delaware corporation (the "Debtor"), as follows:

WHEREAS, on April 25, 2012, Debtor, certain other guarantors and the Administrative Agent entered into an Amended and Restated Guarantee and Collateral Agreement (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), and the Debtor and the Administrative Agent entered into a Confirmatory Grant of Security Interest in United States Patents (the "Confirmatory Grant");

WHEREAS, pursuant to the Collateral Agreement, Debtor granted to the Administrative Agent, on behalf of the Secured Parties, among other collateral, a continuing security interest in all of the Debtor's right, title and interest, including goodwill, in, to and under its patents, including but not limited to those listed on the attached Schedule A (the "Patents");

WHEREAS, the Confirmatory Grant was recorded in the United States Patent & Trademark Office (the "USPTO") on July 11, 2012, at reel/frame 028546/0973; and

WHEREAS, the Administrative Agent wishes to release its security interest in the Patents listed on Schedule A only and retransfer and reassign to the Debtor without recourse any of the Administrative Agent's right, title and interest in and to the Patents listed on Schedule A.

NOW, THEREFORE, the Administrative Agent hereby releases, terminates and discharges any security interest it may have under the Collateral Agreement or Confirmatory Grant in the Patents listed on Schedule A only, and reassigns any and all right, title and interest it may have in and to the Patents listed on Schedule A without recourse to the Debtor, and such security interest shall hereby terminate, cease and become void; and the Administrative Agent hereby consents to the recording of this Partial Release with the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be executed by its duly authorized officer.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: *Anne Cloonan*
Name: Anne Cloonan
Title: Vice President

Signature Page to Partial Release of Patent Security Interest

PATENT
REEL: 044243 FRAME: 0181

SCHEDULE A - PATENTS

Title	Owner	Country Name	Status	Application Date	Application No.	Registration No.	Issue Date
METHODS RELATING TO CONSTRUCTING RECIPROCATOR ASSEMBLY	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591481	US 6,353,987 B1	3/12/2002
RECIPROCATOR AND LINEAR SUSPENSION ELEMENT THEREFOR	Chart Inc.	United States	Registered/Granted	6/9/2000	09/591480	US 6,492,748 B1	12/10/2002
MECHANICAL RESONATOR AND METHOD FOR THERMOACOUSTIC SYSTEMS	Chart Inc.	United States	Registered/Granted	4/19/2002	10/126594	US 6,578,364 B2	6/17/2003
MATCHING AN ACOUSTIC DRIVER TO AN ACOUSTIC LOAD IN AN ACOUSTIC RESONANT SYSTEM	Chart Inc. & Mesoscopic Devices, LLC	United States	Registered/Granted	4/19/2002	10/126596	US 6,604,363 B2	8/12/2003
RECIPROCATING DEVICE AND LINEAR SUSPENSION	Chart Inc.	United States	Registered/Granted	9/24/2002	10/253797	US 6,841,900 B2	1/11/2005
ACOUSTIC COOLING DEVICE WITH COLDHEAD AND RESONANT DRIVER SEPARATED	Chart Inc.	United States	Registered/Granted	10/24/2006	11/552186	US 7,628,022 B2	12/8/2009
DRIFT STABILIZER FOR RECIPROCATING FREE-PISTON DEVICES	Chart Inc. & Los Alamos National Security LLC	United States	Registered/Granted	4/27/2001	09/844177	US 6,564,552 B1	5/20/2003

18 Chart Bring Down Certificate

CHART INC.

BRING DOWN CERTIFICATE

Dated as of June 14, 2017

This Bring Down Certificate is being delivered by Chart Inc., a Delaware corporation ("Seller"), pursuant to Section 5.2(f) of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of April 6, 2017, by and between Seller and RIX Industries, a California corporation ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

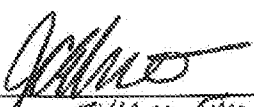
The undersigned officer of Seller hereby certifies to Buyer, on behalf of and solely with respect to Seller, and in such officer's capacity as an officer of Seller and not in any individual capacity, that (i) Seller has performed in all material respects each of its agreements contained in the Purchase Agreement required to be performed on or prior to the Closing Date; and (ii) each of the representations and warranties of Seller set forth in the Purchase Agreement are true and correct in all material respects at and as of the Closing Date, provided, however, that if a representation or warranty is qualified by materiality, then such representation or warranty is true and correct in all respects, with the same force and effect as though made at and as of the Closing Date.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Bring Down Certificate to be executed and delivered as of the date first written above.

SELLER

CHART INC.

By: 

Name

J. Allen Ewings

Title

VP/CEO

19 Assignment of Restated Royalty Agreement: NYSERDA

ASSIGNMENT OF RESTATED ROYALTY AGREEMENT NO. 4622A-ENTER-ER-98

Chart, Inc. herewith assigns and transfers all rights, title, obligations and interest in Agreement No. 4622A, executed April 1, 2011, by and between the New York State Energy Research and Development Authority and Chart, Inc., unto Rix Industries, and Rix Industries hereby accepts all rights, title, obligations and interest in Agreement No. 4622A.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties have hereto executed this Agreement, this 26th day of April, 2017.

Chart, Inc.

Signature: Mary C Cook

Name: MARY C. COOK

Title: CAO & Controller

Rix Industries

Signature: George M Wood

Name: George M. Wood

Title: Exec. V.P.

Accepted:

New York State Energy Research
and Development Authority

Cheryl M. Glanton

By: Cheryl M. Glanton

Director, Contract Management

ASSIGNMENT OF RESTATED ROYALTY AGREEMENT NO. 4622A-ERTER-ER-98

Chart, Inc. herewith assigns and transfers all rights, title, obligations and interest in Agreement No. 4622A, executed April 1, 2011, by and between the New York State Energy Research and Development Authority and Chart, Inc., unto Rix Industries, and Rix Industries hereby accepts all rights, title, obligations and interest in Agreement No. 4622A.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties have hereto executed this Agreement, this 26th day of April, 2017.

Chart, Inc.

Signature: Mary C. Cook

Name: MARY C. COOK

Title: CAO & Controller

Rix Industries

Signature: George M. Wood

Name: George M. Wood

Title: Exec. V.P.

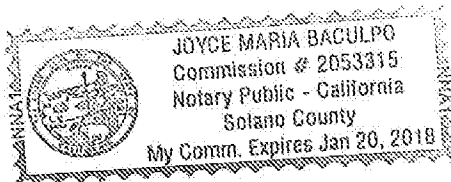
Accepted:

New York State Energy Research
and Development Authority

By: Cheryl M. Glanton
Director, Contract Management

STATE OF) California
) SS.:
COUNTY OF) Solano

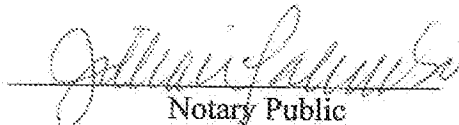
On the 27 day of April in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared George M. Wood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the document.



Joyce Maria Baculpo
Notary Public

STATE OF)
) SS.:
COUNTY OF)

On the 15 day of May in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary C. Cook, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the document.


Notary Public

JILLIAN PALUMBO, Notary Public
In and for the State of Ohio
My Commission Expires June 20, 2021

20 RIX Bring Down Certificate

RIX INDUSTRIES

BRING DOWN CERTIFICATE

Dated as of 5-8-14, 2017

This Bring Down Certificate is being delivered by RIX Industries, a California corporation ("Buyer"), pursuant to Section 5.3(f) of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of April 6, 2017, by and between Chart Inc., a Delaware corporation ("Seller") and Buyer. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

The undersigned officer of Buyer hereby certifies to Seller, on behalf of and solely with respect to Buyer, and in such officer's capacity as an officer of Buyer and not in any individual capacity, that (i) Buyer has performed in all material respects each of its agreements contained in the Purchase Agreement required to be performed on or prior to the Closing Date; and (ii) each of the representations and warranties of Buyer set forth in the Purchase Agreement are true and correct in all material respects at and as of the Closing Date, provided, however, that if a representation or warranty is qualified by materiality, then such representation or warranty is true and correct in all respects, with the same force and effect as though made at and as of the Closing Date.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Bring Down Certificate to be executed and delivered as of the date first written above.

BUYER

RIX INDUSTRIES

By: George M. Wood
Name: George M. Wood
Title: Exec. V.P.

21 Buyer Authorizing Resolution

RIX INDUSTRIES, INC.
CONSENT TO ACTION BY BOARD OF DIRECTORS
WITHOUT A MEETING

The undersigned directors of Rix Industries, Inc., a California corporation, consent to the following action of the board of directors without a meeting by unanimous consent of all of the directors:

A discussion is held regarding the Corporation=s need to acquire another company=s assets for use at the business.

WHEREAS it is desirable, in order to accomplish the corporation=s business objectives.

WHEREAS the officers of the Corporation are considering the purchase of some of the assets of QDrive, a Chart company as well as entering into a license of certain acquired technology and related transactions.

In view of the above, it is

RESOLVED that the Corporation is authorized to purchase some or all of the assets of QDrive, a Chart company, enter into a license of acquired technology and related transactions.

RESOLVED FURTHER that Bert Otterson is authorized to negotiate for and execute such documents on behalf of the corporation as he shall deem necessary and prudent to effect the purchase of some or all of the assets of QDrive, a Chart company, license technology or engage in related transactions.

This action is taken under section 307(b) of the California Corporations Code and is to be filed with the Minutes of Board proceedings.

Dated: March 28, 2017.



Bert Otterson



Brooke Otterson

22 Buyer Certificate of Good Standing

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

RIX INDUSTRIES

FILE NUMBER: C0518206
FORMATION DATE: 11/18/1966
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of April 23, 2015.

ALEX PADILLA
Secretary of State

NSS

23 Side Letter

Chart Inc.
2200 Airport Industrial Dr.
Ball Ground, GA, USA
Phone: 770.479.6531

May 4, 2017

RIX Industries
4900 Industrial Way
Benicia, California 94510

Dear George:

Reference is made to that certain Asset Purchase Agreement dated April 6, 2017 (the "Purchase Agreement"), between Chart Inc. a Delaware corporation ("Seller" or "our") and RIX Industries, a California corporation ("Buyer" or "you"). All capitalized terms without definition shall have the meanings ascribed to them in the Purchase Agreement. In connection therewith, Buyer and Seller agree as follows:

1. Loanee Terms. Pursuant to Section 7.1 of the Purchase Agreement, this confirms our agreement to loan D. Wilcox or another development engineer agreed upon by the parties in writing for \$100/hour and J. Corey or another senior development engineer agreed upon by the parties in writing for \$200/hour, in each case, on a time and materials basis, for that number of hours to be agreed upon by the parties in writing. Said persons will provide targeted technical support services ("Work") to you from approximately May 4, 2017 until May 4, 2018. You will compensate Seller for the Work as follows: (1) charges for the personnel on the basis of their hourly rate of \$100/hour for a development engineer and \$200/hour for a senior development engineer, multiplied by hours performed, plus materials; (2) travel and living expenses, incentives and relocation expenses, in accordance with Seller's then established policies; and (3) all other costs incurred in connection with the Work. Seller will bill you monthly for the Work and all payments will be made within 30 days after receipt of each bill. The personnel will continue to be Seller employees, and Seller will make all required payroll deductions and withholdings, and maintain all legally required insurance and benefits. However, because the personnel will be operating under your direction and control, Seller does not warrant their services and you waive and agree to defend, indemnify and hold harmless Seller and its personnel from all claims, loss and liability (including but not limited to indirect, consequential, special and incidental damages) relating in any way to their acts or omissions related to the Work (whether in contract, negligence, strict liability or otherwise). Neither party will be liable to the other (other than for payment of compensation due hereunder) for a failure to perform its respective obligations, if caused by an event beyond that party's reasonable control. Either party may terminate an assignment of a person providing Work by seven (7) days written notice to the other.

2. Product Warranty Matters. Buyer does not expressly or impliedly assume any product warranty obligations of Seller. However, to the extent requested by Seller in writing, Buyer agrees to perform Seller's obligations under its product warranties in accordance with

Buyer's reasonable business judgment and Seller's historical product warranty policies. Seller shall reimburse Buyer, within 30 days after receipt of a bill, for Buyer's actual costs (including costs for labor, material and overhead costs at Buyer's normal rates) in performing all of such warranty obligations of Seller.

3. License to Fulfill Outstanding Orders. In connection with Seller's obligation to complete the orders attached hereto as Exhibit A as well as Seller's product warranty obligations, as applicable and if performed by Seller, Buyer hereby grants to Seller effective as of the Closing Date a personal, nonexclusive, royalty-free license to use the Purchased Assets for the period of time after the Closing Date until the later of (i) satisfaction of the orders described on Exhibit A, and (ii) expiration of Seller's obligation to satisfy product warranty claims.

4. Governing Law; Venue; Jurisdiction. This letter shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of laws principles thereof. Each party to this letter hereby consents to the exclusive jurisdiction of the courts of the County of New Castle, Delaware and the United States District Court for the applicable district therein, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any obligation hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections such party may have as to venue in any such courts.

5. Counterparts; Facsimile. This letter may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Each of the parties hereto agrees that a faxed or otherwise electronically transmitted signature shall constitute an original signature.

6. Entire Agreement. This letter states the entire agreement between our companies regarding the matters herein, and can only be amended by mutual written agreement.

[signature page to follow]

We look forward to helping make this transition a success. Please confirm your agreement with this letter by signing below and returning the enclosed copy for our files

Sincerely,

CHART INC.

By: [Signature]
Name/Title: Jillian Lanko, VP/CPD
AGREED TO THIS 1 DAY OF May, 2017:

RIX INDUSTRIES

By: [Signature]
Name/Title: _____

Exhibit A

1. Rensselaer Polytechnic Institute: PO205948
2. Shanghai Tongji Science, Technology and Materials Co., Ltd.: Contract 12016094
3. UR Accounts Payable: PO U1365260-17
4. Shanghai Jingshen International Trading Co., Ltd.: PO #: 2017JSI2049

(PATENT.DOC:1)

24 Bailment Agreement

BAILMENT AGREEMENT

THIS BAILMENT AGREEMENT ("Agreement") is entered into as of the 15 day of May, 2017 (the "Effective Date") by and between RIX Industries, a California corporation ("Bailee") and Chart Inc., a Delaware corporation ("Bailor");

A. WHEREAS, Bailor and Bailee entered into that certain Asset Purchase Agreement dated April 6, 2017 (the "Asset Purchase Agreement") whereby Bailor agreed to sell and Bailee agreed to purchase the Purchased Assets (all capitalized terms herein without definition shall have the meanings ascribed to them in the Asset Purchase Agreement).

B. WHEREAS, the closing of the transaction pursuant to the Asset Purchase Agreement is anticipated to occur on or about July 31, 2017 and between the date hereof and said closing date, Bailor and Bailee have agreed that Bailee may take possession of certain of the Purchased Assets pursuant to the terms of this Agreement.

NOW, THEREFORE, upon the terms hereof, Bailor and Bailee agree as follows:

1. DEFINITION OF "PROPERTY". For purposes of this Agreement, the term "Property" means any item(s) of tangible property (including, without limitation, tooling, dies, jigs, machinery, equipment, goods, parts, components, assemblies, products, raw materials, scrap materials and other materials) that Bailor owns and entrusts to Bailee under this Agreement, including, without limitation, the Purchased Assets listed on Attachment A.
2. BAILMENT. The parties agree that Bailee's possession and use of the Property is subject to the terms and conditions in this Agreement.
3. TERM. The terms and conditions in this Agreement shall remain in effect for as long as any item of Property is in Bailee's possession or until this Agreement is terminated. This Agreement can be terminated by agreement of the parties or by Bailor at any time upon written notice to Bailee. This Agreement will automatically be terminated without further action by Bailor or Bailee at the closing of the transaction described in the Asset Purchase Agreement.
4. OWNERSHIP. Bailor has title to, and ownership in, the Property, and Bailee's use and possession of the Property is solely by virtue of this Agreement. Bailee will not do anything that is inconsistent with Bailor's ownership in the Property. Bailee will mark and/or segregate the Property from Bailee's property in a manner that conspicuously identifies it as Bailor's exclusive Property and is otherwise satisfactory to Bailor. Bailor may file UCC financing statements indicating that the Property is bailed to Bailee and that Bailee has no interest therein other than as bailee.
5. USE OF THE PROPERTY. Bailee may use Property consisting of equipment, subject to the following restrictions: Bailee may not sell or otherwise remove the Property from the Bailee location at 4900 Industrial Way, Benicia, California 94510. Bailee may use Property consisting of equipment to conduct test work, build one or more test units and complete unassembled products previously purchased from Bailor. No other use of any Property is permitted hereunder.

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6. MAINTENANCE. Bailee will keep Property consisting of equipment used by Bailee hereunder in good and efficient working order during its normal life by performing all maintenance and repairs at Bailee's expense. Bailee will follow the specifications and recommended procedures contained in the manufacturer's operator's manuals, guides and schedules (if any) provided with such Property and in any event in accordance with generally accepted practices. Bailee will notify Bailor promptly in writing if an item of such Property requires any replacement or any repair.

7. ACCESS. Bailor may enter Bailee's premises during normal business hours for purposes of inspecting and inventorying the Property.

8. RETURN OF PROPERTY. Bailor may at any time for any reason demand the return of any or all items of Property upon giving oral or written notice to Bailee. Promptly after receiving such a demand Bailee will return the Property to the place of origin.

9. RISK OF LOSS. Bailee bears the risk of loss of Property. Bailee will maintain at its expense all risk of loss property insurance in an amount equal to the full replacement value of the Property, and such coverage shall list Bailor as loss payee.

10. DISCLAIMERS; Limitation of Liability; Indemnity. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, BAILOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall Bailor be liable to Bailee for any indirect, special, incidental or consequential damages. Bailee shall indemnify, defend and hold Bailor harmless from and against any loss, liability, cost or expense arising out of or relating in any way to Bailee's possession or use of the Property, including without limitation taxes and claims for personal injury, death and workers compensation. This Section 10 shall apply regardless of Bailor's fault or negligence (whether contributory, joint, sole, active or passive).

11. ENTIRE AGREEMENT This Agreement is the entire understanding and agreement between the parties as to its subject matter, and completely supersedes all previous understandings, agreements, communications and representations, whether written or oral.

12. GOVERNING LAW This Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware, without regard to that state's rules concerning conflict of laws.

RIX Industries

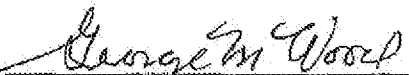

Name: George M. Wood
Title: Ex. V.P.

Chart Inc.


Name: Jillian Evanko
Title: VP/CFD

Attachment A

Description of Property

FIXED ASSETS

Assets Included in Sale	
Asset Number	Description
21918	Vacuum Bake-out system
21924	Vacuum Bake-out system
24071	Vacuum Bakeout system
35132	Helium Leak detector
35997	Run-in Racks
38019	Cleaning-Handling equipment
37226	RGA systems-Pfeiffer
21569	Shop Equipment
21570	Shop Equipment
21571	15362M
21572	Leak detector
21573	Behlman BL 4500
21574	Ceia Induction brazing
21575	Belman electric
23931	Data Acquisition system
22824	Pressure Transducers (4)
40656	Cleanroom (class 100,000)


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Qdrive PO | 362 Inventory

Total Value 66,292.02

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	P00533	RACK-8	WSHR, SPRING LOCK, 18-8 SST,	533.00	0.02	11.89
RAW	2S241K-17579-C		REGENERATOR, TOP	507.00	4.38	2,222.13
RAW	P01422		SCR, SCHD, 18-8 SST, 10-32 x 3	395.00	0.09	35.39
RAW	P02634	RACK-8	Washer, Flat, 5/16 .69 OD,	274.00	0.10	26.63
MRO	P00053	RACK-8	TU, ACRYLIC, 6AWG, GRADE C, 155°C	242.00	0.57	136.83
RAW	P00123	RACK-8	WSHR, Flat, 18-8 SST, 1/4 AN,	199.00	0.07	13.89
RAW	P00882	RACK-8	O-RING, BUNA-N, 3-924	197.00	0.14	28.53
RAW	P00718	RACK-8	O-RING, BUNA-N, 2-222	187.00	0.11	19.97
RAW	P00121		WSHR, FLAT, SS #8, 18-8, NAS	183.00	0.04	7.98
RAW	2S241K-17580-C		REGENERATOR, BOTTOM	176.00	7.86	1,382.67
MRO	P03094	RACK-8	WIRE, 20 AWG STRANDED M	167.00	0.25	42.15
RAW	P02792	RACK-8	WSHR, Flat, GR8 ST, 13/32 ID,	155.00	0.15	23.72
RAW	P00418		WSHR, FLAT, 18-8 SST, 3/8 AN	151.00	0.10	14.62

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RAW	P03093	RACK-8	SCR, SHCS 3/8-16 X 6.5 ALY STL	106.00	5.17	547.86
RAW	P01881	RACK-8	TUBING, COPPER, CLEANED	100.00	0.87	87.34
RAW	P03156	RACK-8	WASHER, LKG, EXT TOOTH ZN PLS	100.00	0.03	2.68
RAW	P03159	RACK-8	LOOP CLAMP NYLON 1/2 OD #10 HO	100.00	1.19	118.88
RAW	P02857	RACK-8	WSHR, SPLIT LOCK	99.00	0.02	2.07
RAW	P01934	RACK-8	EDGE TRIM, POLYETHYLENE	98.40	0.39	37.89
RAW	P02662	RACK-8	SCR, BTNHD, 18-8 SST,	98.00	0.10	9.56
RAW	P01097	RACK-8	NAS BOLT, HHMS, 10-32 X .375"	96.00	0.62	59.54
RAW	P03161	RACK-8	LOOP CLAMP NYLON 1/4 OD #10 HO	95.00	0.08	7.45
RAW	P02539	RACK-8	O-RING BUNA-N 2-151	91.00	0.19	16.90
RAW	P03000	RACK-8	NUT, NYLON INSERT	88.00	0.09	8.03
RAW	P00866		WSHR, SPRING LOCK, ZINC-PLD	84.00	0.05	4.59
RAW	P00878	RACK-8	O-RING, BUNA-N, 2-041	84.00	0.13	10.88
RAW	P03141		SCREW, SCHD, ALLOY ST Zn PL3	84.00	0.51	42.79
RAW	P02586	RACK-8	O-RING, BUNA-N, 2-120 MIL-Spec	79.00	0.24	18.62
RAW	P02265		NUT, HEX DEFORMED THD ALY ST	69.00	0.52	35.67
RAW	P02418	RACK-8	O-RING, BUNA-N, 2-016	64.00	0.03	2.07

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RAW	P03022	RACK-8	HEX NUT, LOCKING GR5 STL 5/16-	63.00	0.07	4.12
RAW	P00117		WSHR, FLAT, 18-8 SST, #10 NA	56.00	0.10	5.34
RAW	1S362M-10617-00-C	RACK-8	BOBBIN, COIL - 362 FRAME	47.00	1.53	71.97
RAW	P02012	RACK-8	SCR, SHCS, 18-8 SST, 10-32 X	47.00	0.49	22.95
RAW	P02595	RACK-8	WSHR, FLAT, STL, 5/8 SCR	47.00	0.23	10.58
RAW	P03075	RACK-8	BACKUP RING TEFLON 2-012 ORING	47.00	0.19	9.09
MRO	P03101	RACK-8	GASKET NEOPRENE ADHESIVE BACK	47.00	0.14	6.45
RAW	P03060	RACK-8	NEOPRENE FOAM .25 THK.	41.00	1.23	50.63
RAW	P01376	RACK-8	WSHR, SPRING LOCK, 18-8 SST,	40.00	0.21	8.42
MRO	P03004	RACK-8	WIRE, THERMOCOUPLE,	40.00	1.96	78.40
RAW	P03046	RACK-8	O-RING, 2-016 VITON PER	39.00	0.21	8.36
RAW	P02604	RACK-8	SCR, SHCS ALY ST, PER MIL-Spec	38.00	6.36	241.58
RAW	P01501	RACK-8	SCR, HHCS, 5/8-11 X 5 LG GRADE	36.00	3.04	109.41
RAW	P02990	RACK-8	NUT, HEX LOCKING,	36.00	0.21	7.41
RAW	P02047	RACK-8	NUT, NYLON INSERT, 18-8 SST,	34.00	0.29	9.90
RAW	1S362M-20090-C		MAGNET 362, 1.50 CUBE	32.00	22.74	727.72
RAW	P03090	RACK-8	STRAIN RELIEF TUBING, MINIATUR	30.00	0.05	1.55

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RAW	P02180		18-8 SST AN 960	21.00	0.19	3.90
RAW	P02532	RACK-8	INSERT, HELICAL THD, 18-8	21.00	0.67	14.02
RAW	P03003	RACK-8	CABLE POWER, 18/2 AWG 600V AC	20.00	0.63	12.61
RAW	P02883		WSHR, FLAT ZINC PLTD STL	19.00	0.07	1.33
RAW	P03044	RACK-8	O-RING, 2-020 VITON PER	19.00	0.27	5.11
RAW	P03059	RACK-8	SCR, SHCS GR 8 AL ST	19.00	0.50	9.56
RAW	P02605		SCR, SHCS ALY ST, PER MIL-5pec	18.00	1.65	29.77
MRO	P02790	RACK-8	WIRE, TC, TEFLON, TYPE E, 24 A	18.00	1.83	32.94
RAW	1S362M-16009-A	RACK-8	FLEXURE, DIAMETRAL - BEND	17.00	74.78	1,271.24
RAW	P02584	RACK-8	O-RING, BUNA-N, MIL-Spec 2-216	17.00	0.47	8.01
RAW	P02996	RACK-8	WSHR, SEALING, 5/16, 30 ID, 61	16.00	1.03	16.47
RAW	P03023	RACK-8	SCR, ALY STL CORR RESIST SHCS	16.00	1.07	17.15
RAW	P00126	RACK-8	WSHR, FLAT, STL, 3/4 SAE,	15.00	0.19	2.86
RAW	P02941	RACK-8	SCR ALY ST SHS CORR RESIST	13.00	0.36	4.65
RAW	P00388	RACK-8	Wire Cloth, 80x80 mesh, .0055	12.00	10.24	122.99
RAW	P02371		WSHR, BELLEVILLE 17-7 Ph 5S #1	12.00	0.34	4.10
RAW	P03053	RACK-8	SCR, HHCS, GR 5 AL ST	12.00	0.43	5.17

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RAW	P03099	RACK-8	FLAG TERMINAL 18-22 AWG 250	11.00	0.34	3.70
RAW	P01414		O-RING, BUENA-N, 2-260	10.00	1.00	10.03
RAW	P02326	RACK-8	INSERT, HELICAL THD,	10.00	3.62	36.18
RAW	P02611	RACK-8	MIL Spec ALY STL SKT He	10.00	2.93	29.25
RAW	P01007		miniature CONN for type E	9.00	2.36	21.21
RAW	P02613	RACK-8	LEVELING SHIM, 18-8 SST	9.00	7.28	65.49
RAW	P02744	RACK-8	SCR, SCHD, 316 SST,	9.00	0.35	3.17
RAW	P02763	RACK-8	NUT, FEM 316 SST 1/2 VCO	9.00	12.09	108.85
RAW	P03005	RACK-8	O-RING, VITON, 90 DURO 2-165	9.00	4.07	36.61
RAW	P03050	RACK-8	GASKET NEOPREEN ADHESIVE BACK	9.00	5.52	49.71
RAW	P03082	RACK-8	SCR SHCS, ALY STL, ZINC PLATE	9.00	0.52	4.65
RAW	P03123	RACK-8	WSHR, 316 SST 266 ID .875 OD	9.00	0.34	3.05
RAW	P02580	RACK-8	SCR SHCS, ALY STL, CAD	8.00	3.79	30.35
RAW	P02607	RACK-8	NUT, HEX, GRADE 8 STL, 5/8-11	8.00	3.98	31.84
RAW	P02614	RACK-8	SCR HHCS GRADE 8 STL, MIL-Spec	8.00	8.48	67.81
RAW	P03097	RACK-8	FERRITE CABLE CLAMP	8.00	2.58	20.67
RAW	P03168	RACK-8	CONDUIT FITTING LOCKNUT STEEL	8.00	0.49	3.94

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RAW	P02609	RACK-8	MIL-Spec Grade 8 ALY STL	7.00	6.20	43.42
RAW	P03021	RACK-8	SCR, GR5 ALY STL	7.00	2.67	18.67
RAW	P03088	RACK-8	LOCKING CLIP, THERMOCOUPLE	7.00	1.03	7.24
RAW	P03147		O-RING VITON 2-222 PER MIL-R-8	7.00	1.07	7.48
RAW	25241K-21399-A	RACK-8	FLOW STRAIGHTENER, 241 WARM .7	6.00	492.64	2,955.83
RAW	25241K-21400-A	RACK-8	FLOW STRAIGHTENER, 241 COLD .50	6.00	470.64	2,823.83
RAW	P02762	RACK-8	SKT WELD GLAND 316 SST 1/2 VCO	6.00	10.54	63.26
RAW	P02989	RACK-8	SCR, HEX HD, GR5,	6.00	1.37	8.24
RAW	P03011	RACK-8	PLUG BRS, 3/4 NPT	6.00	3.82	22.95
RAW	25362K-23619-C	RACK-8	SHROUD, COOLING LOOP	5.00	51.69	258.43
RAW	P00277	RACK-8	SCR, SCHD, 18-8 SST	5.00	0.73	3.63
RAW	P02583	RACK-8	O-RING, BUNA-N, 2-043 MIL-Spec	5.00	1.12	5.60
RAW	P02707	RACK-8	STRAIN RELIEF, NYLON 90° ELBOW	5.00	11.14	55.72
RAW	P03142	RACK-8	CONNECTOR TC INTEGRAL CABLE CL	5.00	2.53	12.66
RAW	P03158	RACK-8	COVER FOR DISTRIBUTION BLOCK,	5.00	5.30	26.51
RAW	P03176	RACK-8	TUBING, ABRASION RESISTANT	4.10	1.96	8.05
RAW	P00411	RACK-8	Locknut, Nylon-Insert, Grade 8	4.00	0.15	0.59

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RAW	P01987	RACK-8	DURABLE BLACK NEOPRENE RUBBER	4.00	1.24	4.96
RAW	P02030	RACK-8	SCREW, HHCS, 5/8-11 X 1.75,	4.00	1.15	4.61
RAW	P02610	RACK-8	MIL-Spec Grade 8 ALY STL,	4.00	6.51	26.05
RAW	P02817		WSHR, BELLEVILLE SST, #8	4.00	0.25	1.00
RAW	P02984	RACK-8	SCR AL STL, SCHD, CORR RESIS	4.00	1.05	4.21
RAW	P03010	RACK-8	PLUG SST FOR 1/16 TUBE	4.00	11.58	46.31
RAW	P03146		O-RING VITON 3-924 PER MIL-R-8	4.00	1.30	5.19
RAW	25362K-23561-C	RACK-8	BRACKET, SNAP SWITCH RETAINING	3.00	15.51	46.52
RAW	P01159	RACK-8	SST Tubing, Type 304, 3/8 OD,	3.00	25.40	76.19
RAW	P01880	RACK-8	DOWEL, 18-8, 375 OD X 1.25 LG	3.00	1.89	5.68
RAW	P01939		O-RING, BUNA-N, 2-254	3.00	0.81	2.43
RAW	P02024	RACK-8	INSERT, HELICAL THD, 18-8 SST	3.00	0.52	1.55
RAW	P02502	RACK-8	CONN, TC, TYPE K, MINI, GND	3.00	2.89	8.68
RAW	P03041	RACK-8	O-RING, 2-250 VITON PER	3.00	3.06	9.19
RAW	P03042	RACK-8	O-RING, 2-151 VITON PER	3.00	1.53	4.60
RAW	P03043	RACK-8	O-RING, 2-041 VITON PER	3.00	1.22	3.66
RAW	P03045	RACK-8	O-RING, 2-251 VITON PER	3.00	3.06	9.18

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RAW	P03240	RACK-8	PRESSURE GAUGE 0-600 PSI	3.00	84.01	252.03
RAW	2S241K-21397-C	RACK-8	STACK SINTERED WIRE CLOTH	2.00	1,938.19	3,876.38
RAW	2S241K-21398-C	RACK-8	STACK SINTERED WIRE CLOTH, WAR	2.00	1,938.19	3,876.38
RAW	2S362W-18048-C	RACK-8	END VESSEL	2.00	4,801.39	9,602.77
RAW	P01078	RACK-8	INDUSTRIAL VIBRATION SENSOR	2.00	574.22	1,148.44
RAW	P03012	RACK-8	SCR SHCS 18-8 SST 3/8-24 X 1.0	2.00	0.64	1.27
RAW	P03100	RACK-8	Snap action disc thermostat,	2.00	8.83	17.66
RAW	P03140	RACK-8	NEOPRENE FOAM SHEET	2.00	45.88	91.75
RAW	P03143	RACK-8	CONNECTOR TC INTEGRAL CABLE CL	2.00	3.05	6.10
RAW	2S241K-18031-C		TRANSFER HOSE - 362	1.00	569.52	569.52
RAW	2S362K-22790-C	RACK-8	SUPPORT PLATE-DEWAR MOUNTING	1.00	146.01	146.01
RAW	2S362K-22949-A	RACK-8	COLLECTION DEWAR, INSPECTED	1.00	10,496.73	10,496.73
RAW	1S362M-16043-C	RACK-8	CABLE ASSY MOTOR FEED THRU	1.00	905.52	905.52
RAW	2S241K-17569-A	RACK-8	TUBE & SHELL WELDMENT, SIDE PO	1.00	14,285.73	14,285.73
RAW	2S241K-18053-A	RACK-8	COLD TIP BRAZEMENT	1.00	4,395.36	4,395.36
RAW	2S241K-23617-A	RACK-8	BAKE OUT BUFFER TUBE BLANK	1.00	94.57	94.57
RAW	P00039	RACK-8	1/16 TUBE, MALE FTG, 5/16	1.00	26.26	26.26

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RAW	P00133		NUT, CINCH, 12 PT HEX, 3/4-16,	1.00	59.95	59.95
RAW	P01964	RACK-8	METER ANALOG 0-10VDC	1.00	294.60	294.60
RAW	P02040	RACK-8	VALVE, BELLOWS VCR FTGS SW	1.00	243.44	243.44
RAW	P02042	RACK-8	GASKET, COPPER, 1/4 IN VCR FIT	1.00	1.45	1.45
RAW	P02070	RACK-8	UNION NUT, 1-1/2 TBE, ALY BRONZ	1.00	145.07	145.07
RAW	P02560	RACK-8	SHORT TUBE BUT WELD 316 SST 1/	1.00	9.82	9.82
RAW	P02585	RACK-8	SCR, SHCS 300 SERIES SST, MI	1.00	1.85	1.85
RAW	P03072	RACK-8	CORD GRIP SCR CONN STYLE	1.00	4.06	4.06
MRO	P03119	RACK-8	THERMAL EPOXY, RIDGID, .09 OZ	1.00	31.33	31.33
RAW	P03121	RACK-8	DISCONNECT, FUSED, 100A RATED	1.00	616.22	616.22
RAW	P03129	RACK-8	CONNECTOR SST 1 2 VCO X 3 4-16	1.00	21.09	21.09
RAW	P03149	RACK-8	ALUMINUM SET SCREW LUG, SINGLE	1.00	2.88	2.88
RAW	P03151	RACK-8	CORD GRIP ALUM, 1.13 - 1.25 D	1.00	33.29	33.29
RAW	P03157	RACK-8	DISTRIBUTION BLOCK, 2 CIRCUIT	1.00	10.96	10.96

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Good

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Qdrive PO | Other
Inventory

Total Value 20,291.04

Type	Item Number	Location	Description	Units	Unit Cost	Total Value
RAW	15241M-21182-C	RACK-13	MAGNET, 241 - 1.00 CUBE N48M	16.00	7.34	117.43
RAW	P00117		WSHR, FLAT, 18-8 SST, #10 NA	8.00	0.10	0.76
RAW	P00158	RACK-9	SCR, ALY ST, SCHD, 6-32 X	8.00	0.39	3.15
RAW	P00180	RACK-9	RIVET, BLIND, DOME STYLE, ALUM	8.00	0.48	3.81
RAW	P02792	RACK-8	WSHR, Flat, GR8 ST, 13/32 ID,	8.00	0.15	1.22
RAW	P00113	RACK-9	DOWEL PIN, 316 SST	4.00	0.71	2.85
RAW	P00425		NUT, HEX, GRADE 8, 3/8-16	4.00	0.14	0.54
RAW	P00478	RACK-9	SCR, SCHD, 18-8 SST	3.00	0.84	2.51
RAW	P00626	RACK-9	BUMPER, RECESSED RUBBER W/O	4.00	0.11	0.45
RAW	P01186	RACK-9	SCR, SCHD, ALY STL, 3/8-16 x 6	4.00	3.52	14.10
RAW	P01749	RACK-9	WSHR, LKG 18-8 SST 3/8 IN	4.00	0.08	0.33
RAW	P01938	ASSY- FLR	ROD, NYLON, 5/6, .188 INCH DIA	2.50	0.38	0.96
RAW	15241M-10904- 00-C	RACK-7	MAGNET SPIDER	2.00	142.65	285.30
RAW	2S102W-20037-C	RACK-1	END VESSEL BOLTED	2.00	90.45	180.90

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RAW	P00020	RACK-2	FEED THRU CONN, 16 AWG, 4	2.00	74.43	148.85
RAW	P00802	RACK-9	O-RING, BUNA-N, 2-246	2.00	0.32	0.63
RAW	P02844	RACK-10	FUSE 5mm X 20 mm GLASS TUBE	2.00	1.27	2.55
RAW	P03073	RACK-10	WIRE 10AWG CU STRANDED TEFLON	2.00	8.14	16.27
RAW	P01530	ASSY- FLR	WIRE, RECTANGULAR MAGNET .051	1.20	11.80	14.17
RAW	1S102M-21140-A	RACK-1	MOTOR ASSY LO COST	1.00	1,155.35	1,155.35
FG	1S102M-23410-A	RACK-1	1s102M Motor for SS PWG	1.00	1,140.42	1,140.42
RAW	1S241M-10024-00	RACK-7	C2CMagnet Core	1.00	110.61	110.61
RAW	1S241M-10901-00-C	RACK-7	STATOR FOR 2.75 IN WIDE STRAPS	1.00	1,238.37	1,238.37
RAW	2S102K-21322-A	RACK-2	MODIFIED 3/4-16 SAE TO	1.00	42.65	42.65
RAW	2S102K-22443-A	RACK-9	MODIFIED ELECTRICAL BOX COVER	1.00	9.97	9.97
FG	2S132K-22947-A		CRYOCOOLER AIR COOLED RIGID	1.00	15,587.60	15,587.60
RAW	P00032	RACK-9	1/4 TUBE, PLUG, 3XX SS	1.00	5.69	5.69
RAW	P00487		STRAIN RELIEF, NON METALIC	1.00	3.35	3.35
RAW	P00655	RACK-9	SCR, BTNHD, 18-8 SST, 10-32X 3	1.00	0.05	0.05
RAW	P01536	RACK-9	VIV,SS,BELLOWS, 25 TU,SWGLK SS	1.00	153.30	153.30
RAW	P01767	RACK-9	WSHR,I,K,INT TOOTH,#10,ZINC,PLT	1.00	0.02	0.02

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RAW	P02296	RACK-9	SST-CASE LIQUID-	1.00	24.93	24.93
RAW	P02405	RACK-9	1/8 NPT TO 1/4 TUBE	1.00	5.79	5.79
RAW	P02631	RACK-9	WIDE-RIM ZINC-PLD STL SHIM	1.00	0.15	0.15
RAW	P02671	RACK-9	Plug, SST, 5/8 OD Tube	1.00	12.92	12.92
RAW	P02927	RACK-10	FUHLR 5 X 20 mm 250 VAC, 10 A	1.00	3.09	3.09

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Qdrive PO | Equipment

Group	Description	Details	Notes	Value
FAB TOOLS				
Motor test stand	mounting plates, driver plates, motor test stand	Plates for mounting motors to the motor test stand table; motor test table; agilent function generator powertek programmable wattmeter europower power amplifier lambda emi dc power supply national instrument data acq; include load plates	Req'd for Building Mtrs	
Cold head test equipment	load plates	Only one of two 241 load plates. Brass bolts and bellivel washers. Heater. One of the two avail in this size is unreliable. Skip other sizes.	heaters for these sizes, replace 132 for GA	\$8,500
Mag core assy tools	mag core insertion tool; mag core assy tools fixtures; 241 cold head vacuum can.	362 version only		\$350
		Vacuum can only. No vacuum pump.		\$2,500
362 Liquefier test setup	liquefier test equipment transfer line assembly tool	8 gallon lox dewar, transfer line only stretching tool with fittings for 132 and 102	Useful for testing 41/Navy class coldheads	\$250
	flexure bend fixtures	102, 132 & 362 flexure size tools only.	Specific to Navy units usual for flex-connected only, not needed for Fusion	\$2,000
				\$1,500
				\$1,500
OTHER GOODS				
	362 drive electronics controller (for test only)	Used for all large pwgs and cryocoolers. DE needs PFM - peak feedback module		\$12,500
400 Liquefier test setup	241 cryo-cooler	This is desired instead of the old unit.		\$40,000
Total Value				\$69,100

5/15/17

5/15/17

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25 Confirmation of Bailment Termination

May, Jim

From: George Wood <gwood@rixindustries.com>
Sent: Wednesday, June 14, 2017 11:16 AM
To: May, Jim
Cc: Lawson, Earl; Bert Otterson; Vergili, Jennifer
Subject: Re: Bailment Termination

RIX Concur.

George M Wood, EVP

Get Outlook for iOS

On Wed, Jun 14, 2017 at 7:52 AM -0700, "May, Jim" <Jim.May@chartindustries.com> wrote:

George,

I'm working on compiling all of the documents and should have a full set in a bit. I'll just need to run out to UPS and get everything scanned in an hour or so. One thing I need to include is your agreement that the Bailment Agreement terminates as of the Closing. **Please respond if you concur.**

I've attached the executed Bailment Agreement for reference.

Thanks,

Jim

This e-mail message, including any attachment (collectively the "e-mail"), may contain PRIVILEGED AND CONFIDENTIAL INFORMATION. If you are not the intended recipient, then please (i) do not read this e-mail, (ii) do not forward, print, copy or otherwise disseminate this e-mail, (iii) notify us of the error by a reply to this e-mail, and (iv) delete this e-mail from your computer. Thank you.

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CT Fulfillment 555 Capitol Mall, Suite 1000 Sacramento, CA 95814

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
17-7586041877

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b; and item 7c ☐ DELETE name: Give record name to be deleted in item 8a or 8b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY or RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor; if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

Chart Inc.

OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
CA SOS (RIX Industries)