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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM458734

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHART INC.		01/18/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	IL1-1145/54/63, P.O. Box 6026
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4782016	CARBO-MAX
Registration Number:	4814891	CHART VACUUM TECHNOLOGY
Registration Number:	5091277	CRYO-CYL
Registration Number:	5104076	DITCH THE WIDGET
Registration Number:	4858256	DYNAFLOW
Registration Number:	5091274	ECONO-CYL
Registration Number:	4686038	GEN2
Registration Number:	5091276	LASER-CYL
Registration Number:	5091275	MEGA-CYL
Registration Number:	5156745	MVE AUTOMATION SERIES
Registration Number:	4729105	NITROFRESH
Registration Number:	5091278	NOMAD
Registration Number:	5198519	ONSITE
Registration Number:	4798677	SIPHON 100
Registration Number:	5017772	THERMAX
Registration Number:	4777253	CARBO-MITE
Serial Number:	87423813	COMFORT
Serial Number:	87125403	DOSEREASE
Serial Number:	87219413	CRYODOSER FLEX

TRADEMARK REEL: 006254 FRAME: 0248

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Property Type	Number	Word Mark
Serial Number:	87219421	EXACTRACK
Serial Number:	87125398	INTRODOSER
Serial Number:	87087499	LASER PREMIER
Serial Number:	87340270	MVE FUSION

CORRESPONDENCE DATA

Fax Number: 3129939767

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 North Wabash Avenue, Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0065
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	01/19/2018

Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of January 18, 2018 by and from Chart Inc., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Chart Industries, Inc. (the "<u>Borrower</u>"), certain other persons party thereto, the Lenders and the Grantee have entered into that certain Third Amended and Restated Credit Agreement dated November 3, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>").

WHEREAS, the Grantor and certain other Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations pursuant to that certain Third Amended and Restated Guarantee and Collateral Agreement dated November 3, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement").

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

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

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

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

2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.
- (b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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

CHART INC.

Name: Jillian C. Evanko

Title: Vice President, Chief Financial Officer and

Treasurer

Signature Page to Confirmatory Grant of Security Interest in United States Trademarks

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Title	Trademark Registration No./Application No.	Status	Owner
CARBO-MAX	4,782,016	REGISTERED	Chart Inc.
CHART VACUUM TECHNOLOGY	4,814,891	REGISTERED	Chart Inc.
COMFORT	87/423813	PENDING	Chart Inc.
CRYO-CYL	5,091,277	REGISTERED	Chart Inc.
CRYODOSER FLEX	87/219413	REGISTERED (5,347,613)	Chart Inc.
DITCH THE WIDGET	5,104,076	REGISTERED	Chart Inc.
DOSEREASE	87/125403	PENDING	Chart Inc.
DYNAFLOW	4,858,256	REGISTERED	Chart Inc.
ECONO-CYL	5,091,274	REGISTERED	Chart Inc.
EXACTRACK	87/219421	PENDING	Chart Inc.
GEN2	4,686,038	REGISTERED	Chart Inc.
INTRODOSER	87/125398	PENDING	Chart Inc.
LASER PREMIER	87/087499	PENDING	Chart Inc.
LASER-CYL	5,091,276	REGISTERED	Chart Inc.
MEGA-CYL	5,091,275	REGISTERED	Chart Inc.
MVE AUTOMATION SERIES	5,156,745	REGISTERED	Chart Inc.
MVE FUSION	87/340270	PENDING	Chart Inc.
NITROFRESH	4,729,105	REGISTERED	Chart Inc.
NOMAD	5,091,278	REGISTERED	Chart Inc.
ONSITE	5,198,519	REGISTERED	Chart Inc.
SIPHON 100	4,798,677	REGISTERED	Chart Inc.
THERMAX	5,017,772	REGISTERED	Chart Inc.
CARBO-MITE	4,777,253	REGISTERED	Chart Inc.

TRADEMARK REEL: 006254 FRAME: 0253

RECORDED: 01/19/2018