



03-01-2002



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Form PTO-159 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORD & TRADE

DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 CHART INDUSTRIES, INC *2 20.02*

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: IP Morgan Chase Bank (Formerly Internal Known as The Chase Bank)  
 Address: \_\_\_\_\_  
 Street Address: 450 West 33rd Street  
 City: New York State: NY Zip: 10001

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other New York Banking Organization

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 4/12/1999

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
75/257,463

B. Trademark Registration No.(s) 1,467,196;  
1,644,761; 1,278,654; 1,768,434;

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Christopher E. Chalsen, Esq.  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
Milbank, Tweed, Hadley & McCloy LLP  
 Street Address: 1 Chase Manhattan Plaza  
 \_\_\_\_\_  
 City: New York State: NY Zip: 10005-1413

6. Total number of applications and registrations involved: ..... **33**

7. Total fee (37 CFR 3.41).....\$ 840.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
13-3250

DO NOT USE THIS SPACE

9. Signature.  
 James R. Klaiber, Esq. Reg.# 41,902  
 Name of Person Signing 0000278 75257463  
 Signature *James R. Klaiber* Date February 14, 2002  
 Total number of pages including cover sheet, attachments, and document: **52**

02/28/2002 DBYRNE 01 FC:481 02 FC:482

40.00 DP Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 800.00 DP

TRADEMARK REEL: 002451 FRAME: 0520

**Continuation of Trademark Numbers From Item 4 of Recordation**  
**Cover Sheet**

1,769,974  
2,084,070  
1,857,160  
1,085,176  
1,680,064  
1,098,572  
1,298,699  
1,361,420  
1,361,421  
1,300,181  
1,493,853  
1,477,536  
1,460,766  
1,058,217  
1,253,596  
1,348,888  
1,348,887  
1,347,211  
1,571,735  
2,174,217  
1,067,994  
2,180,403  
1,573,158  
1,348,889  
2,187,547  
736,561  
740,008  
740,009

SECURITY AGREEMENT

SECURITY AGREEMENT dated as of April 12, 1999, between CHART INDUSTRIES, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Borrower"); each of the Subsidiaries of the Borrower identified under the caption "SUBSIDIARY GUARANTORS" on the signature pages hereto (individually, a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors" and, together with the Borrower, the "Obligors"); and THE CHASE MANHATTAN BANK, as administrative agent for the lenders or other financial institutions or entities party, as lenders, to the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "Administrative Agent").

The Borrower, the Subsidiary Borrowers, the Subsidiary Guarantors, the Lenders party thereto, the Administrative Agent and National City Bank, as Documentation Agent are parties to a Credit Agreement dated as of April 12, 1999 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by making of loans and issuing letters of credit) to be made by the Lenders to the Borrower and/or the Subsidiary Borrowers in an aggregate principal or face amount not exceeding \$300,000,000. In addition, the Borrower may from time to time be obligated to various of said lenders (or their affiliates) in respect of one or more Hedging Agreements under and as defined in the Credit Agreement.

To induce said lenders to enter into the Credit Agreement and to extend credit thereunder and to extend credit under Hedging Agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor has agreed to pledge and grant a security interest in the Collateral (as hereinafter defined) as security for the Secured Obligations (as so defined). Accordingly, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Credit Agreement are used herein as defined therein. In addition, as used herein:

"Accounts" has the meaning assigned to such term in Section 3(e).

"Collateral" has the meaning assigned to such term in Section 3.

"Collateral Account" has the meaning assigned to such term in Section 4.01.

"Copyright Collateral" means all Copyrights, whether now owned or hereafter acquired by any Obligor, including each Copyright identified in Annex 2.

Security Agreement

**"Copyrights"** means all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

**"Documents"** has the meaning assigned to such term in Section 3(k).

**"Equipment"** has the meaning assigned to such term in Section 3(i).

**"Instruments"** has the meaning assigned to such term in Section 3(f).

**"Intellectual Property"** means, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to any Obligor with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral, listed in Annex 5; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Obligor; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by any Obligor in respect of any of the items listed above.

**"Inventory"** has the meaning assigned to such term in Section 3(g).

**"Issuers"** means, collectively, the respective corporations identified on Annex 1 under the caption **"Issuer"**, and each other Subsidiary of the Borrower formed or acquired after the date hereof and required by Section 6.10(a) of the Credit Agreement to be added as an "Issuer" under this Agreement (but excluding any Foreign Subsidiary to the extent covered by a separate Foreign Subsidiary Pledge Agreement).

### Security Agreement

**"Motor Vehicles"** means motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

**"Other Issuer"** means an Issuer organized other than as a corporation.

**"Patent Collateral"** means all Patents, whether now owned or hereafter acquired by any Obligor, including each Patent identified in Annex 3.

**"Patents"** means all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

**"Pledged Interests"** has the meaning assigned to such term in Section 3(d).

**"Pledged Stock"** has the meaning assigned to such term in Section 3(a).

**"Secured Obligations"** means, collectively, (a) in the case of the Borrower, the principal and interest on the Loans made by the Lenders to the Borrower and all other amounts from time to time owing to the Lenders or the Administrative Agent by the Borrower under the Credit Documents (including, without limitation, all LC Disbursements and interest thereon and all obligations of the Borrower to the Lenders or any of their affiliates in respect of Hedging Agreements), (b) in the case of the Subsidiary Guarantors, all obligations of the Subsidiary Guarantors under the Credit Agreement and the other Credit Documents (including, without limitation, in respect of their respective Guarantee under Article III of the Credit Agreement), (c) in the case of the Subsidiary Borrowers, the principal of and interest on the Foreign Currency Credits made by the Foreign Currency Lender to the Subsidiary Borrowers and all other amounts from time to time owing to the Foreign Currency Lender or the Administrative Agent by the Subsidiary Borrowers under the Credit Documents, (d) all obligations of Chart Marston Limited ("**Chart Marston**") to NBD Bank or any of its affiliates in respect of a line of credit provided to Chart Marston in Pounds Sterling not exceeding 5,000,000 and (e) all obligations of the Obligors to the Lenders and the Administrative Agent hereunder.

**"Stock Collateral"** has the meaning assigned to such term in Section 3(c) and shall include the proceeds of and to the Stock Collateral and, to the extent related thereto or such proceeds, all books, correspondence, credit files, records, invoices and other papers.

**Security Agreement**

**"Trademark Collateral"** means all Trademarks, whether now owned or hereafter acquired by any Obligor, including each Trademark identified in Annex 4. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

**"Trademarks"** means all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

**"Uniform Commercial Code"** means the Uniform Commercial Code as in effect from time to time in the State of New York.

**Section 2. Representations and Warranties.** Each Obligor represents and warrants to the Lenders and the Administrative Agent that:

(a) **Ownership and Liens.** Such Obligor is the sole beneficial owner of the Collateral in which it purports to grant a security interest pursuant to Section 3 and no Lien exists or will exist upon such Collateral at any time, except for liens permitted under Section 7.02 of the Credit Agreement and except for the pledge and security interest in favor of the Administrative Agent for the benefit of the Lenders created or provided for herein, which pledge and security interest constitute a first priority perfected pledge and security interest in and to all of such Collateral.

(b) **Pledged Stock.** The Pledged Stock evidenced by the certificates identified opposite the name of such Obligor in Part A of Annex 1 (to the extent such Pledged Stock is certificated) is, and all other Pledged Stock in which such Obligor shall hereafter grant a security interest pursuant to Section 3 will be, duly authorized, validly existing, fully paid and non-assessable and none of such Pledged Stock is or will be subject to any contractual restriction, or any restriction under the charter or by-laws of the respective Issuer of such Pledged Stock, upon the transfer of such Pledged Stock (except for any such restriction contained herein or in the Credit Agreement). Except as otherwise disclosed in Part A of Annex 1, the Pledged Stock evidenced by the certificates identified opposite the name of such Obligor in Part A of Annex 1 constitutes all of the issued and outstanding shares of capital stock of any class of the Issuers beneficially owned by such

Security Agreement

Obligor on the date hereof (whether or not registered in the name of such Obligor) and Part A of Annex 1 correctly identifier as at the date hereof, the respective Issuers of such Pledged Stock, the respective class and par value of the shares constituting such Pledged Stock and the respective number of shares (and registered owners thereof) represented by each such certificate.

(c) Pledged Interests. The Pledged Interests (if any) identified opposite the name of such Obligor in Part B of Annex 1 are, and all other Pledged Interests in which such Obligor shall hereafter grant a security interest pursuant to Section 3, will (to the extent applicable) be, duly authorized, validly existing, fully paid and non-assessable and none of such Pledged Interests is or will be subject to any contractual restriction, upon the transfer of such Pledged Interests (except for any such restriction contained herein or as permitted under the Credit Agreement) and the Pledged Interests constitute all of the ownership interests in the Other Issuers held by such Obligor (whether or not registered in the name of such Obligor), and such Obligor is the registered owner of all such ownership interests.

(d) Copyrights, Patents and Trademarks. Annexes 2, 3 and 4, respectively, set forth under the name of such Obligor a complete and correct list of all Copyrights, Patents and Trademarks owned by such Obligor on the date hereof; except pursuant to licenses and other user agreements entered into by such Obligor in the ordinary course of business that are listed in Annex 5, such Obligor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or Trademark listed in Annexes 2, 3 and 4, and all registrations listed in Annexes 2, 3 and 4 are valid and in full force and effect; except as may be set forth in Annex 5, such Obligor owns and possesses the right to use all Copyrights, Patents and Trademarks.

(e) Licenses. Annex 5 sets forth a complete and correct list of all licenses and other user agreements included in the Intellectual Property on the date hereof.

(f) No Violations in Respect of Copyrights, Patents and Trademarks. To such Obligor's knowledge, (i) except as set forth in Annex 5, there is no violation by others of any right of such Obligor with respect to any Copyright, Patent or Trademark listed in Annexes 2, 3 and 4, respectively, under the name of such Obligor and (ii) such Obligor is not infringing in any respect upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against such Obligor or, to such Obligor's knowledge, threatened, and no claim against such Obligor has been received by such Obligor, alleging any such violation, except as may be set forth in Annex 5.

Security Agreement

(g) Trademark Collateral. Except as disclosed in Annex 4, such Obligor does not own any Trademarks registered in the United States of America to which the last sentence of the definition of Trademark Collateral applies.

(h) Fair Labor Standards Act. Any goods now or hereafter produced by such Obligor or any of its Subsidiaries included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended.

Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Obligor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders as hereinafter provided, a security interest in all of such Obligor's right, title and interest in the following property, whether now owned by such Obligor or hereafter acquired and whether now existing or hereafter coming into existence (all being collectively referred to herein as "Collateral"):

(a) the shares of common stock of the Issuers represented by the certificates identified in Annex 1 under the name of such Obligor and all other shares of capital stock of whatever class of the Issuers, now or hereafter owned by such Obligor, in each case together with the certificates evidencing the same, provided that if any Issuer hereunder shall be a Foreign Subsidiary the shares of capital stock of such Foreign Subsidiary that constitute Collateral shall be limited to (i) 65% of the voting capital stock of such Foreign Subsidiary having ordinary voting power for the election of the board of directors (or similar body) of such Foreign Subsidiary and (ii) 100% of all other capital stock of such Foreign Subsidiary (collectively, the "Pledged Stock");

(b) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock;

(c) without affecting the obligations of such Obligor under any provision prohibiting such action hereunder or under the Credit Agreement, in the event of any consolidation or merger in which an Issuer is not the surviving corporation, all shares of each class of the capital stock of the successor corporation (unless such successor corporation is such Obligor itself) formed by or resulting from such consolidation or merger (the Pledged Stock, together with all other certificates, shares, securities,

Security Agreement



properties or moneys as may from time to time be pledged hereunder pursuant to clause (a) or (b) above and this clause (c) being herein collectively called the "Stock Collateral";

(d) all limited liability company, partnership or other ownership interests of such Obligor in any Other Issuer, including, without limitation, the respective ownership interests of the Other Issuers identified in Part B of Annex 1 opposite the name of such Obligor, all certificates (if any) representing or evidencing such ownership interests, all right, title and interest in, to and under the limited liability company, partnership or other ownership agreements (the "Other Agreements") of any Other Issuers (including, without limitation, all of the right, title and interest as a member or partner to participate in the operation or management of any Other Issuer and all of its ownership interests under the Other Agreements), and all present and future rights of such Obligor to (i) receive payment of money, any other property or assets in connection with its ownership interests and its rights under the Other Agreements, (ii) any claim which such Obligor now has or may in the future acquire against any Other Issuer and its property or arising out of or for breach of or default under any operating, partnership or other ownership agreement or otherwise relating to the property of any Other Issuer and (iii) terminate, amend, supplement, modify or waive performance under any operating, partnership or other ownership agreement, to perform thereunder and to compel performance and to otherwise exercise all remedies thereunder, in each case together with any certificates evidencing the same (all of such interests being pledged pursuant to this clause (d) herein collectively called the "Pledged Interests");

(e) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of such Obligor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to such Obligor in respect of any loans or advances or for Inventory or Equipment or other goods sold or leased or for services rendered, all moneys due and to become due to such Obligor under any guarantee (including a letter of credit) of the purchase price of Inventory or Equipment sold by such Obligor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Accounts");

(f) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of such Obligor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances (herein collectively called "Instruments");

(g) all inventory (as defined in the Uniform Commercial Code) of such Obligor, all goods obtained by such Obligor in exchange for such inventory, and any products

#### Security Agreement

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made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");

(h) all Intellectual Property and all other accounts or general intangibles of such Obligor not constituting Intellectual Property or Accounts;

(i) all equipment (as defined in the Uniform Commercial Code) of such Obligor, including all Motor Vehicles (herein collectively called "Equipment");

(j) each contract and other agreement of such Obligor relating to the sale or other disposition of Inventory or Equipment;

(k) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Obligor covering, evidencing or representing Inventory or Equipment (herein collectively called "Documents");

(l) all rights, claims and benefits of such Obligor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by such Obligor, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;

(m) the balance from time to time in the Collateral Account;

(n) the Bond Tender Offer Collateral Account; and

(o) all other tangible and intangible personal property and fixtures of such Obligor, including, without limitation, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Obligor described in the preceding clauses of this Section 3 (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by any Obligor in respect of any of the items listed above) and, to the extent related to any property described in said clauses or such proceeds, products and accessions, all books, correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of such Obligor or any computer bureau or service company from time to time acting for such Obligor;

provided, however, that the Collateral shall not include any rights, title or interest arising under, and any property acquired under, any agreement that validly prohibits the creation by any Obligor of a secured interest in such agreement or property.

Security Agreement

NY3:#7205513v1

**Section 4. Cash Proceeds of Collateral; Collateral Accounts.**

**4.01 Collateral Account.** The Administrative Agent will cause to be established at a banking institution to be selected by the Administrative Agent a cash collateral account (the "Collateral Account"), which may be a "securities account" (as defined in Section 8-501 of the Uniform Commercial Code), in the name and under the sole dominion and control of the Administrative Agent (and, in the case of a securities account, in respect of which the Administrative Agent is the "entitlement holder" (as defined in Section 8-102(a)(7) of the Uniform Commercial Code)), into which there shall be deposited from time to time the cash proceeds of any of the Collateral (including proceeds of insurance thereon) required to be delivered to the Administrative Agent pursuant hereto and into which the Obligors may from time to time deposit any additional amounts that any of them wishes to pledge to the Administrative Agent for the benefit of the Lenders as additional collateral security hereunder or that, as provided in the Credit Agreement, they are required to pledge as additional collateral security hereunder. The balance from time to time in the Collateral Account shall constitute part of the Collateral hereunder and shall not constitute payment of the Secured Obligations until applied as hereinafter provided. Except as expressly provided in the next sentence, the Administrative Agent shall remit the collected balance standing to the credit of the Collateral Account to or upon the order of the respective Obligor as such Obligor through the Borrower shall from time to time instruct. However, at any time following the occurrence and during the continuance of an Event of Default, the Administrative Agent may (and, if instructed by the Lenders as specified in Section 10.02(c) of the Credit Agreement, shall) in its (or their) discretion apply or cause to be applied (subject to collection) the balance from time to time standing to the credit of the Collateral Account to the payment of the Secured Obligations in the manner specified in Section 5.09.

**4.02 Concentration Account; Proceeds of Accounts.**

(a) The Obligors agree to establish and maintain a single deposit account (the "Concentration Account") with a Lender selected by the Borrower with the approval of the Administrative Agent (such approval not to be unreasonably withheld) into which (subject to paragraph (b) of this Section 4.02) the Obligors shall cause all account debtors and other Persons obligated in respect of the Accounts to make all payments, either directly or indirectly, in respect of the Accounts. The Concentration Account as of the date hereof is identified on Annex 7. The Borrower shall promptly notify the Administrative Agent of any change in the location or account number of, or matters relating to, the Concentration Account; provided that (i) the Concentration Account shall not be held at any time at a depository institution other than a Lender which is approved by the Administrative Agent (such approval not to be unreasonably withheld) and (ii) upon the occurrence or during the continuation of an Event of Default no such changes may be made without the prior written approval of the Administrative Agent.

**Security Agreement**

NY3:#7205513v1

(b) Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent may (i) by written notice to the Borrower require each Obligor to instruct all account debtors and other Persons obligated in respect of all Accounts to make all payments, in respect of the Accounts, instead of making such payments to the Concentration Account as provided in paragraph (a) of this Section 4.02, either (x) directly to the Administrative Agent (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of the Administrative Agent) or (y) to one or more other banks in the United States of America (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of the Administrative Agent) under arrangements, in form and substance satisfactory to the Administrative Agent, pursuant to which such Obligor shall have irrevocably instructed such other bank (and such other bank shall have agreed) to remit all proceeds of such payments directly to the Administrative Agent for deposit into the Collateral Account and/or (ii) instruct the Lender which is the depository institution in respect of the Concentration Account to remit the entire balance then held in the Concentration Account directly to the Administrative Agent for deposit into the Collateral Account (and to this end the Obligors hereby irrevocably instruct whichever Lender shall hold the Concentration Account at such time upon receipt of such instructions to pay such balance to the Administrative Agent). All payments made to the Administrative Agent, as provided in the preceding sentence, shall be immediately deposited in the Collateral Account. In addition to the foregoing (but subject to paragraph (a) of this Section 4.02), each Obligor agrees that if the proceeds of any Collateral hereunder (including the payments made in respect of Accounts) shall be received by it, such Obligor shall as promptly as possible deposit such proceeds into the Collateral Account. Until so deposited, all such proceeds shall be held in trust by such Obligor for and as the property of the Administrative Agent and shall not be commingled with any other funds or property of such Obligor.

**4.03 Bond Tender Offer Collateral Account.** The Administrative Agent will cause to be established at a banking institution to be selected by the Administrative Agent a cash collateral account (the "Bond Tender Offer Collateral Account"), which may be a "securities account" (as defined in Section 8-501 of the Uniform Commercial Code), in the name and under the sole dominion and control of the Administrative Agent (and, in the case of a securities account, in respect of which the Administrative Agent is the "entitlement holder" (as defined in Section 8-102(a)(7) of the Uniform Commercial Code)), into which there shall be deposited as of the Effective Date the proceeds of the Term Loans in an aggregate amount at least equal to the sum of \$125,000,000 minus the aggregate amount of the Term Loans (if any) that is applied by the Borrower as of the Effective Date to consummate the Bond Tender Offer, subject to Section 5.03 of the Credit Agreement; provided that if such sum is equal to or less than \$15,000,000, such proceeds may be returned to the Borrower. The balance in the Bond Tender Offer Collateral Account shall be subject to withdrawal by the Borrower only (i) to consummate the Bond Tender Offer and only upon satisfaction of each of the conditions specified in Section 5.03

Security Agreement

NY3:#7205513v1

of the Credit Agreement (unless any such condition shall have been waived in accordance with Section 10.02 thereof) or (ii) to prepay the Term Loans in accordance with Section 2.10(b)(vi) thereof; provided that if upon the consummation of the Bond Tender Offer such balance shall be equal to or less than \$15,000,000, such amount shall be paid directly to the Borrower upon its instructions.

**4.04 Investment of Balance in Collateral Accounts.** The cash balance standing to the credit of the Collateral Account and the Bond Tender Offer Collateral Account shall be invested from time to time in such Permitted Investments as the respective Obligor through the Borrower (or, after the occurrence and during the continuance of a Default, the Administrative Agent) shall determine, which Permitted Investments shall be held in the name and be under the control of the Administrative Agent (and, if the Collateral Account or the Bond Offer Collateral Account, as the case may be, is a securities account, credited to such account), provided that at any time after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall, but only, if instructed by the Lenders as specified in Article VIII of the Credit Agreement) in its (or their) discretion at any time and from time to time elect to liquidate any such Permitted Investments and to apply or cause to be applied the proceeds thereof to the payment of the Secured Obligations in the manner specified in Section 5.09 (except that the funds held to the credit of the Bond Tender Offer Collateral Account shall be applied first ratably to the payment of the Term Loans before application to any other Secured Obligations).

**4.05 Cover for LC Exposure.** Amounts deposited into the Collateral Account as cover for LC Exposure under the Credit Agreement pursuant to Section 2.05(k) thereof shall be held by the Administrative Agent in a separate sub-account (designated "LC Exposure Sub-Account") and all amounts held in such sub-account shall constitute collateral security first for the LC Exposure outstanding from time to time and second as collateral security for the other Secured Obligations hereunder.

**Section 5. Further Assurances; Remedies.** In furtherance of the grant of the pledge and security interest pursuant to Section 3, the Obligors hereby jointly and severally agree with each Lender and the Administrative Agent as follows:

**5.01 Delivery and Other Perfection.** Each Obligor shall:

(a) if any of the shares, securities, moneys or property required to be pledged by such Obligor under clauses (a), (b) and (c) of Section 3 are received by such Obligor, forthwith either (x) transfer and deliver to the Administrative Agent such shares or securities so received by such Obligor (together with the certificates for any such shares and securities duly endorsed in blank or accompanied by undated stock powers duly

Security Agreement

executed in blank), all of which thereafter shall be held by the Administrative Agent, pursuant to the terms of this Agreement, as part of the Collateral or (y) take such other action as the Administrative Agent shall deem reasonably necessary or appropriate to duly record the Lien created hereunder in such shares, securities, moneys or property in said clauses (a), (b) and (c);

(b) deliver and pledge to the Administrative Agent any and all Instruments, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Administrative Agent may reasonably request; provided that so long as no Default shall have occurred and be continuing, such Obligor may retain for collection in the ordinary course any Instruments received by such Obligor in the ordinary course of business and the Administrative Agent shall, promptly upon request of such Obligor through the Borrower, make appropriate arrangements for making any Instrument pledged by such Obligor available to such Obligor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by the Administrative Agent, against trust receipt or like document);

(c) give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be reasonably necessary or desirable (in the judgment of the Administrative Agent) to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable the Administrative Agent to exercise and enforce its rights hereunder with respect to such pledge and security interest, including, without limitation, causing any or all of the Stock Collateral to be transferred of record into the name of the Administrative Agent or its nominee (and the Administrative Agent agrees that if any Stock Collateral is transferred into its name or the name of its nominee, the Administrative Agent will thereafter promptly give to the respective Obligor copies of any notices and communications received by it with respect to the Stock Collateral pledged by such Obligor hereunder), provided that notices to account debtors in respect of any Accounts or Instruments shall be subject to the provisions of clause (i) below;

(d) without limiting the obligations of such Obligor under Section 5.04(c), upon the acquisition after the date hereof by such Obligor of any Equipment covered by a certificate of title or ownership, cause the Administrative Agent to be listed as the lienholder on such certificate of title and within 120 days of the acquisition thereof deliver evidence of the same to the Administrative Agent;

(e) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Administrative Agent may reasonably require in order to reflect the security interests granted by this Agreement;

Security Agreement

NY3:#7205513v1

(f) furnish to the Administrative Agent from time to time (but, unless a Default shall have occurred and be continuing, no more frequently than annually) statements and schedules further identifying and describing the Copyright Collateral, the Patent Collateral and the Trademark Collateral, respectively, and such other reports in connection with the Copyright Collateral, the Patent Collateral and the Trademark Collateral as the Administrative Agent may reasonably request, all in reasonable detail;

(g) promptly upon reasonable request of the Administrative Agent, following receipt by the Administrative Agent of any statements, schedules or reports pursuant to clause (f) above, modify this Agreement by amending Annexes 2, 3 and/or 4, as the case may be, to include any Copyright, Patent or Trademark that becomes part of the Collateral under this Agreement;

(h) permit representatives of the Administrative Agent, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and permit representatives of the Administrative Agent to be present at such Obligor's place of business to receive copies of all communications and remittances relating to the Collateral, and forward copies of any notices or communications received by such Obligor with respect to the Collateral, all in such manner as the Administrative Agent may require; and

(i) upon the occurrence and during the continuance of any Default, upon request of the Administrative Agent, promptly notify (and such Obligor hereby authorizes the Administrative Agent so to notify) each account debtor in respect of any Accounts or Instruments that such Collateral has been assigned to the Administrative Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Administrative Agent.

5.02 Other Financing Statements and Liens. Except as otherwise permitted under Section 7.02 of the Credit Agreement, without the prior written consent of the Administrative Agent (granted with the authorization of the Lenders as specified in Section 10.02(c) of the Credit Agreement), no Obligor shall file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which the Administrative Agent is not named as the sole secured party for the benefit of the Lenders.

5.03 Preservation of Rights. The Administrative Agent shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

Security Agreement

NY3:#7205513v1

5.04 Special Provisions Relating to Certain Collateral.

(a) Stock Collateral.

(1) The Obligors will cause (A) the Stock Collateral to constitute at all times (i) except as provided in clause (ii) below, 100% of the total number of shares of each class of capital stock of each Issuer then outstanding and owned by the Obligors and (ii) in the case of any Foreign Subsidiary which is an Issuer hereunder, 65% of the total number of shares of voting capital stock of such Foreign Subsidiary having ordinary voting power for the election of the board of directors (or similar body) and 100% of each class of all other capital stock of such Foreign Subsidiary and (B) the Pledged Interests to constitute 100% of the aggregate ownership interests of each Other Issuer then outstanding and owned by the Obligors.

(2) So long as no Event of Default shall have occurred and be continuing, the Obligors shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Stock Collateral for all purposes not inconsistent with the terms of this Agreement, the Credit Agreement or any other instrument or agreement referred to herein, provided that the Obligors jointly and severally agree that they will not vote the Stock Collateral in any manner that is inconsistent with the terms of this Agreement, the Credit Agreement or any such other instrument or agreement; and the Administrative Agent shall execute and deliver to the Obligors or cause to be executed and delivered to the Obligors all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as the Obligors may reasonably request for the purpose of enabling the Obligors to exercise the rights and powers that they are entitled to exercise pursuant to this Section 5.04(a)(2).

(3) Unless and until an Event of Default has occurred and is continuing, the Obligors shall be entitled to receive and retain any dividends on the Stock Collateral paid in cash out of earned surplus.

(4) If any Event of Default shall have occurred, then so long as such Event of Default shall continue, and whether or not the Administrative Agent or any Lender exercises any available right to declare any Secured Obligation due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this Agreement, the Credit Agreement or any other agreement relating to such Secured Obligation, all dividends and other distributions on the Stock Collateral shall be paid directly to the Administrative Agent and retained by it in the Collateral Account as part of the Stock Collateral, subject to the terms of this Agreement, and, if the Administrative Agent shall so request in writing, the Obligors jointly and severally agree to execute and deliver to the Administrative Agent appropriate additional dividend, distribution and other orders and documents to that end, provided that if such Event of Default is cured or waived, any such dividend or distribution theretofore paid to the

Security Agreement

NY3:#7205513v1



Administrative Agent shall, upon request of the Obligors (except to the extent theretofore applied to the Secured Obligations), be returned by the Administrative Agent to the Obligors.

(b) Intellectual Property.

(1) For the purpose of enabling the Administrative Agent to exercise rights and remedies under Section 5.05 at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Obligor hereby grants to the Administrative Agent, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Obligor) to use, assign, license or sublicense any of the Intellectual Property now owned or hereafter acquired by such Obligor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

(2) Notwithstanding anything contained herein to the contrary, but subject to the provisions of Section 7.03 of the Credit Agreement that limit the rights of the Obligors to dispose of their property, so long as no Event of Default shall have occurred and be continuing, the Obligors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of the Obligors. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing the Administrative Agent shall from time to time, upon the request of the respective Obligor, execute and deliver any instruments, certificates or other documents, in the form so requested, that such Obligor through the Borrower shall have certified are appropriate (in its judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to clause (1) immediately above as to any specific Intellectual Property). Further, upon the payment in full of all of the Secured Obligations and cancellation or termination of the Commitments and LC Exposure or earlier expiration of this Agreement or release of the Collateral, the Administrative Agent shall grant back to the Obligors the license granted pursuant to clause (1) immediately above. The exercise of rights and remedies under Section 5.05 by the Administrative Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Obligors in accordance with the first sentence of this clause (2).

(c) Motor Vehicles. At any time after the occurrence and during the continuance of an Event of Default, each Obligor shall, upon the request of the Administrative Agent, deliver to the Administrative Agent originals of the certificates of title or ownership for the Motor Vehicles owned by it with the Administrative Agent listed as lienholder and take such other action as the Administrative Agent shall deem appropriate to perfect the security interest created hereunder in all such Motor Vehicles.

Security Agreement

NY3:#7205513v1

5.05 Events of Default, Etc. During the period during which an Event of Default shall have occurred and be continuing:

- (a) each Obligor shall, at the request of the Administrative Agent, assemble the Collateral owned by it at such place or places, reasonably convenient to both the Administrative Agent and such Obligor, designated in its request;
- (b) the Administrative Agent may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;
- (c) the Administrative Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not said Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Administrative Agent were the sole and absolute owner thereof (and each Obligor agrees to take all such action as may be appropriate to give effect to such right);
- (d) the Administrative Agent in its discretion may, in its name or in the name of the Obligors or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and
- (e) the Administrative Agent may, upon ten Business Days' prior written notice to the Obligors of the time and place, with respect to the Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of the Administrative Agent, the Lenders or any of their respective agents, sell, lease, assign or otherwise dispose of all or any part of such Collateral, at such place or places as the Administrative Agent deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and the Administrative Agent or any Lender or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or

Security Agreement

NY3.#7205513v1

equity of redemption (statutory or otherwise), of the Obligors, any such demand, notice and right or equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and the Obligors shall supply to the Administrative Agent or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

The proceeds of each collection, sale or other disposition under this Section 5.05, including by virtue of the exercise of the license granted to the Administrative Agent in Section 5.04(b), shall be applied in accordance with Section 5.09.

The Obligors recognize that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, the Administrative Agent may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Obligors acknowledge that any such private sales may be at prices and on terms less favorable to the Administrative Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agree that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Administrative Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the respective Issuer or issuer thereof to register it for public sale.

**5.06 Deficiency.** If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 5.05 are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, the Obligors shall remain liable for any deficiency to the extent the Obligors are obligated under this Agreement.

**5.07 Removals, Etc.** Without at least 20 days' prior written notice to the Administrative Agent, no Obligor shall (i) maintain any of its books and records with respect to the Collateral at any office, or maintain its principal place of business at any place, or permit any Inventory or Equipment to be located anywhere, other than at the address indicated beneath the signature of the Borrower to the Credit Agreement or at one of the locations identified in Annex 6 under its name or in transit from one of such locations to another or (ii) change its name, or the name under which it does business, from the name shown on the signature pages hereto.

#### Security Agreement

NY3:#7205513v1

**5.08 Private Sale.** The Administrative Agent and the Lenders shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 5.05 conducted in a commercially reasonable manner. Each Obligor hereby waives any claims against the Administrative Agent or any Lender arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Administrative Agent accepts the first offer received and does not offer the Collateral to more than one offeree.

**5.09 Application of Proceeds.** Except as otherwise herein expressly provided and except as provided below in this Section 5.09, the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Administrative Agent under Section 4 or this Section 5, shall be applied by the Administrative Agent:

First, to the payment of the costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of the Administrative Agent and the fees and expenses of its agents and counsel, and all expenses incurred and advances made by the Administrative Agent in connection therewith;

Next, to the payment in full of the Secured Obligations, in each case equally and ratably in accordance with the respective amounts thereof then due and owing or as the Lenders holding the same may otherwise agree; and

Finally, to the payment to the respective Obligor, or their respective successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

Notwithstanding the foregoing, the proceeds of any cash or other amounts held in the "LC Exposure Sub-Account" of the Collateral Account pursuant to Section 4.05 shall be applied first to the LC Exposure outstanding from time to time and second to the other Secured Obligations in the manner provided above in this Section 5.09.

As used in this Section 5, "proceeds" of Collateral means cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof received under any reorganization, liquidation or adjustment of debt of the Obligors or any issuer of or obligor on any of the Collateral.

**5.10 Attorney-in-Fact.** Without limiting any rights or powers granted by this Agreement to the Administrative Agent while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default the

Security Agreement

NY3:#7205513v1

Administrative Agent is hereby appointed the attorney-in-fact of each Obligor for the purpose of carrying out the provisions of this Section 5 and taking any action and executing any instruments that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Administrative Agent shall be entitled under this Section 5 to make collections in respect of the Collateral, the Administrative Agent shall have the right and power to receive, endorse and collect all checks made payable to the order of any Obligor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

**5.11 Perfection.** Prior to or concurrently with the execution and delivery of this Agreement, each Obligor shall (i) file such financing statements and other documents in such offices as the Administrative Agent may reasonably request to perfect the security interests granted by Section 3 of this Agreement, (ii) cause the Administrative Agent to be listed as the lienholder on all certificates of title or ownership relating to Motor Vehicles owned by such Obligor and (iii) deliver to the Administrative Agent all certificates identified in Annex 1, accompanied by undated stock powers duly executed in blank.

**5.12 Termination.** When all Secured Obligations shall have been paid in full and the Commitments of the Lenders under the Credit Agreement and all LC Exposure shall have expired or been terminated, this Agreement shall terminate, and the Administrative Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the respective Obligor and to be released and canceled all licenses and rights referred to in Section 5.04(b). The Administrative Agent shall also execute and deliver to the respective Obligor upon such termination such Uniform Commercial Code termination statements, certificates for terminating the Liens on the Motor Vehicles and such other documentation as shall be reasonably requested by the respective Obligor to effect the termination and release of the Liens on the Collateral.

**5.13 Further Assurances.** Each Obligor agrees that, from time to time upon the written request of the Administrative Agent, such Obligor will execute and deliver such further documents and do such other acts and things as the Administrative Agent may reasonably request in order fully to effect the purposes of this Agreement.

**5.14 Release of Motor Vehicles.** So long as no Default shall have occurred and be continuing, upon the request of any Obligor, the Administrative Agent shall execute and deliver to such Obligor such instruments as such Obligor shall reasonably request to remove the notation of the Administrative Agent as lienholder on any certificate of title for any Motor Vehicle; provided that any such instruments shall be delivered, and the release effective only upon receipt by the Administrative Agent of a certificate from such Obligor stating that the

Security Agreement

NY3:#720513v1

Motor Vehicle the lien on which is to be released is to be sold or has suffered a casualty loss (with title thereto passing to the casualty insurance company therefor in settlement of the claim for such loss).

**Section 6. Miscellaneous.**

**6.01 Notices.** All notices, requests, consents and demands hereunder shall be in writing and telecopied or delivered to the intended recipient at its "Address for Notices" specified pursuant to Section 10.01 of the Credit Agreement and shall be deemed to have been given at the times specified in said Section 10.01.

**6.02 No Waiver.** No failure on the part of the Administrative Agent or any Lender to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Administrative Agent or any Lender of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

**6.03 Amendments, Etc.** The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by each Obligor and the Administrative Agent (with the consent of the Lenders as specified in Section 10.02(c) of the Credit Agreement). Any such amendment or waiver shall be binding upon the Administrative Agent and each Lender, each holder of any of the Secured Obligations and each Obligor.

**6.04 Expenses.** The Obligors jointly and severally agree to reimburse each of the Lenders and the Administrative Agent for all reasonable costs and expenses of the Lenders and the Administrative Agent (including, without limitation, the reasonable fees and expenses of legal counsel) in connection with (i) any Default and any enforcement or collection proceeding resulting therefrom, including, without limitation, all manner of participation in or other involvement with (w) performance by the Administrative Agent of any obligations of the Obligors in respect of the Collateral that the Obligors have failed or refused to perform, (x) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Collateral, and for the care of the Collateral and defending or asserting rights and claims of the Administrative Agent in respect thereof, by litigation or otherwise, including expenses of insurance, (y) judicial or regulatory proceedings and (z) workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated) and (ii) the enforcement of this Section 6.04, and all such costs and expenses shall be Secured Obligations entitled to the benefits of the collateral security provided pursuant to Section 3.

**Security Agreement**

NY3:#7205513v1

6.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each Obligor, the Administrative Agent, the Lenders and each holder of any of the Secured Obligations (provided, however, that no Obligor shall assign or transfer its rights hereunder without the prior written consent of the Administrative Agent).

6.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6.07 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

6.08 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

6.09 Agents and Attorneys-in-Fact. The Administrative Agent may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

6.10 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Administrative Agent and the Lenders in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

6.11 Additional Obligors. As contemplated in Section 6.10 of the Credit Agreement, a new Subsidiary of the Borrower formed or acquired by the Borrower after the date hereof may become a "Subsidiary Guarantor" under the Credit Agreement and an "Obligor" under this Agreement, by executing and delivering to the Administrative Agent a Guarantee Assumption Agreement in the form of Exhibit D to the Credit Agreement. Accordingly, upon the execution and delivery of any such Guarantee Assumption Agreement by any such Subsidiary, such new Subsidiary shall automatically and immediately, and without any further action on the part of any Person, become an "Obligor" for all purposes of this Agreement, and each of the Annexes hereto shall be supplemented in the manner specified in such Guarantee Assumption Agreement.

Security Agreement

NY3:#7205513v1

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the day and year first above written.

CHART INDUSTRIES, INC.

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

Security Agreement

NY3:#7205513v1



SUBSIDIARY GUARANTORS

ALTEC, INC.

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

ALTEC INTERNATIONAL LIMITED  
PARTNERSHIP

By: CHART MANAGEMENT COMPANY, INC.,  
its sole general partner

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

CHART INDUSTRIES FOREIGN SALES  
CORPORATION

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

CHART INTERNATIONAL, INC.

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

Security Agreement

CHART MANAGEMENT COMPANY, INC.

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

CRYENCO, INC.

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

CRYENCO SCIENCES, INC.

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

GREENVILLE TUBE CORPORATION

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

PROCESS SYSTEMS INTERNATIONAL, INC.

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

Security Agreement

NCI SALES AND LEASING, INC.

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

NORTHCOAST ACQUISITION CORP.

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

NORTHCOAST OF AMERICA CRYOGENIC  
INC.

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

MVE HOLDINGS, INC.

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

Security Agreement

THE CHASE MANHATTAN BANK,  
as Administrative Agent

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

Security Agreement

NY3:7205513v1

## PLEDGED STOCK

## Part A

Issuer	Certificate Nos.	Name of Obligor and Registered Owner	Number of Shares*	Percentage of Ownership
ALTEC, Inc.	19	Chart Industries, Inc.	30,000 shares par value \$1.00	100%
Chart Industries Foreign Sales Corporation	1	Chart Industries, Inc.	100 shares	100%
Chart Management Company, Inc.	1	Chart Industries, Inc.	750 shares	100%
Greenville Tube Corporation	6	Chart Industries, Inc.	6,840 shares par value \$1.00	100%
Process Systems International, Inc.	3	Chart Industries, Inc.	200 shares	100%
Chart International, Inc.	1	Chart Industries, Inc.	100 shares	100%
Northcoast Acquisition Corp.	1	Chart Industries, Inc.	20 shares	100%
NorthCoast of America Cryogenic Inc.	1002	Northcoast Acquisition Corp.	100 shares	100%
NCI Sales and Leasing, Inc.	3	Chart Industries, Inc.	20 shares	100%
CHD, Inc.	1	Altec, Inc.	1,500 shares	100%
Cryenco Sciences, Inc.	1001	Greenville Tube Corporation	100 shares par value \$.01	100%
Cryenco, Inc.	501	Cryenco Sciences, Inc.	1,000 shares par value \$1.00	100%
MVE Holdings, Inc.	37	Chart Industries, Inc.	100 shares	100%
MVE, Inc.	A-28	MVE Holdings, Inc.	1,000 shares	100%
MVE International Holdings, Inc.	1	MVE Holdings, Inc.	100 shares	100%
MVE Pacific, Inc.	1	MVE, Inc.	100 shares	100%

{JLM0598;4}

Issuer	Certificate Nos.	Name of Obligor and Registered Owner	Number of Shares*	Percentage of Ownership
MVE/Hanse Environmental, Inc.	1	MVE, Inc.	100 shares	100%
Lox Equipment Company	5	MVE, Inc.	1,000 shares	100%
Alloy Crafts Co.	4	MVE, Inc.	389.4 shares	100%
CAIRE INC.	3	MVE, Inc.	404,027 shares Series A Participating Convertible Preferred Stock	100%
CAIRE INC.	1	MVE, Inc.	632 shares Series AA Preferred Stock	100%
CAIRE INC.	1233	MVE, Inc.	2,000 shares	15.42%**
MVE (Export), Inc.	1	MVE, Inc.	1,000 shares	100%***

\*Unless otherwise stated denoted stock is common stock no par value.

\*\*Total percentage of all outstanding voting stock of CAIRE, Inc. held by MVE, Inc. is 97.37%.

\*\*\*No more than sixty-five percent of the stock or other ownership interest issued by any of the following Obligors is being pledged under this Security Agreement: MVE Export, Inc.

#### Part B

Issuer	Certificate Nos.	Name of Obligor and Registered Owner	Number of Shares*	Percentage of Ownership
MVE Vacuum Panels, L.C.	--	MVE, Inc.	99% interest	99%
Zhangjiagng MVE Gases Equipment Co. Ltd.	--	MVE Pacific, Inc.	75.46% interest	75.46%***

{JLM0598;4}

ANNEX 2

**LIST OF COPYRIGHTS, COPYRIGHT REGISTRATIONS AND  
APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

None

{JLM0598;4}

**TRADEMARK  
REEL: 002451 FRAME: 0550**

## LIST OF PATENTS AND PATENT APPLICATIONS

Process Systems International, Inc.

Patent No.	Description	Issue Date	Country
4,293,322	Distillative Separation of Carbon Dioxide from Hydrogen Sulfide	10/06/81	USA
4,318,723	Cryogenic Distillative Separation of Acid Gases from Methane	03/09/82	USA
4,350,511	Distillative Separation of Carbon Dioxide from Light Hydrocarbons (Cont. of Ser. No. 131,416 Filed 03/18/80)	09/21/82	USA
4,383,841	Distillative Separation of Carbon Dioxide from Hydrogen Sulfide (Cont. of 4,293,322 Filed 04/23/80)	05/17/83	USA
4,383,842	Distillative Separation of Methane and Carbon Dioxide	05/17/83	USA
4,428,759		01/31/84	
RE 32,068	Distillative Separation Employing Bottom Additives	01/21/86	USA
RE 32,600		02/16/88	
4,444,576	Energy Saving Distillative Separation Using Low Temperature Heat Input	04/24/84	USA
4,451,274	Distillative Separation of Methane and Carbon Dioxide (Cont. of Ser. No. 307,672 Filed 10/01/81 and issued as Patent No. 4,383,842)	05/29/84	USA
4,462,814	Distillative Separation of Gas Mixtures Containing Methane, Carbon Dioxide and Other Components (Cont. of Ser. No. 308,164 Filed 10/02/81)	07/31/84	USA
4,717,408	Process for Prevention of Water Buildup in Cryogenic Distillation Column	01/05/88	USA
5,345,772	Single Column Distillative Separation Employing Bottom Additives	09/13/94	USA

Crvenco Sciences, Inc.

Patent No.	Description	Issue Date	Country
5,518,140	Liquified Gas Storage Tank Overfill Protection System and Method	05/21/96	USA

{JLM0598;4}



**CVI Division of Process Svstems International**

<b>Patent No.</b>	<b>Description</b>	<b>Issue Date</b>	<b>Country</b>
1031704	Pneumatic Apparatus for Emptying Particulate Filters	05/23/78	Canada
1025780	Radioactive Gas Standby Treatment Apparatus with High Efficiency Rechargeable Charcoal Filters	02/07/78	Canada
4346563	Super Critical Helium Refrigeration Process and Apparatus	08/31/82	USA
1044613	Rechargeable Particulate Filter for Radioactive Contaminated Gas Streams	12/19/78	Canada
437282	Rechargeable Particulate Filter for Radioactive Contaminated Gas Streams	03/09/77	Spain
1030499	Charcoal Adsorber Filter Fill System	05/02/78	Canada
1529635	Method and Apparatus for Filling Vertically Oriented Beds with a Particulate Filter Medium	02/28/79	U. K.
1087333	Charcoal Adsorber Filter Fill System	09/18/80	Japan
1117960	Methods for Filling Filter Cells with Adsorbent Material	10/03/81	Japan
4076057	Methods for Filling Filter Cells with Adsorbent Material	02/28/78	USA
1071890	Gas Purifier having Rechargeable Adsorber Filter with Removable Rechargeable Sample Cannister	02/19/80	Canada
1102255	Methods for Removing Radioactive Isotopes from Contaminated Streams	06/02/81	Canada
1087346	Gas Purifier having Rechargeable Adsorber Filter with Removable Rechargeable Sample Cannister	09/18/80	Japan
462513	Method for Removing Radioactive Isotopes from Contaminated Streams	03/08/79	Spain
4135896	Gas Purifier having Rechargeable Adsorber Filter with Removable Rechargeable Sample Cannister	01/23/79	USA
4133651	Methods for Removing Radioactive Isotopes from Contaminated Streams	01/09/79	USA
4206862	Welding Filler Wire Feed Apparatus	06/10/80	USA
2056612	Cryogenic Fluid Transfer Line	08/24/83	U. K.
	Cryogenic Fluid Transfer Line		Japan
4233816	Cryogenic Fluid Transfer Line	11/18/80	USA
1141556	Cryopump Apparatus	02/22/83	Canada
1231241	Cryopump Apparatus	01/12/88	Canada
8106418	Cryopump Apparatus	03/07/86	France
2077362	Cryopump Apparatus	10/12/83	U. K.
P3112862.9	Cryopump Apparatus	10/25/85	Germany
1560269	Cryopump Apparatus	05/31/90	Japan
4341079	Cryopump Apparatus	07/27/82	USA
RE31665	Cryogenic Apparatus	09/11/84	USA
8308079	Thermal Blocked Valve	04/07/86	France
2120756	Thermal Blocked Valve	10/30/85	U. K.
1290026	Thermal Blocked Valve	04/12/85	Japan

(JLM0598;4)

TRADEMARK  
REEL: 002451 FRAME: 0552

Patent No.	Description	Issue Date	Country
4462419	Thermal Blocked Valve	07/31/84	USA
1176068	Cryogenic Refrigerator	10/16/84	Canada
8300722	Cryogenic Refrigerator	09/22/86	France
8300777	Cryogenic Refrigerator	03/06/85	U. K.
83/0076	Cryogenic Refrigerator	02/29/84	South Africa
4388809	Cryogenic Refrigerator	06/21/83	USA
1176067	Hybrid Cryogenic Refrigerator	10/16/84	Canada
8301026	Hybrid Cryogenic Refrigerator	09/08/86	France
21243528	Regenerative Displacer-Type Cryogenic Refrigerator	10/09/83	U. K.
P3310437.9	Hybrid Cryogenic Refrigerator	02/19/87	Germany
1637910	Hybrid Cryogenic Refrigerator	01/31/92	Japan
83/0075	Hybrid Cryogenic Refrigerator	02/29/84	South Africa
4389850	Hybrid Cryogenic Refrigerator	06/28/83	USA
1199046	Vacuum Spool Piece and Joint	01/07/86	Canada
4502714	Vacuum Spool Piece and Joint	03/05/85	USA
1188119	Fluidic Cryogenic Refrigerator	06/04/85	Canada
8302076	Fluidic Cryogenic Refrigerator	12/30/85	France
2120371	Fluidic Cryogenic Refrigerator	02/06/85	U. K.
P3313506.1	Fluidic Cryogenic Refrigerator	04/03/86	Germany
1637911	Fluidic Cryogenic Refrigerator	01/31/92	Japan
83/2079	Fluidic Cryogenic Refrigerator	04/25/84	South Africa
4391103	Fluidic Cryogenic Refrigerator	07/05/83	USA
1219752	Cryogenic Refrigerator	03/31/87	Canada
8408569	Cryogenic Refrigerator	08/08/88	France
2143018A	Cryogenic Refrigerator	08/28/86	U. K.
1715120	Cryogenic Refrigerator	11/27/92	Japan
4438631	Cryogenic Refrigerator	03/27/84	USA
4471626	Cryogenic Refrigerator	09/18/84	USA
1192756	Cryopump	09/03/85	Canada
8312019	Cryopump	02/17/86	France
1589546	Cryopump	11/30/90	Japan
4466252	Cryopump	08/11/84	USA
1223447	Cryogenic Refrigerator	06/30/87	Canada
8409190	Cryogenic Refrigerator	06/06/88	France
2143021	Cryogenic Refrigerator	10/29/86	U. K.
1687368	Cryogenic Refrigerator	11/08/92	Japan
4481777	Cryogenic Refrigerator	11/13/84	USA
1224053	Cryogenic Refrigerator and Heat Source	07/14/87	Canada
8411464	Cryogenic Refrigerator and Heat Source	08/08/88	France
2155606	Cryogenic Refrigerator and Heat Source	02/11/87	U. K.
1715127	Cryogenic Refrigerator and Heat Source	11/27/92	Japan
4520630	Cryogenic Refrigerator and Heat Source	06/04/85	USA
1220949	Cryogenic Refrigerator	04/28/87	Canada
8411465	Cryogenic Refrigerator	11/16/87	France
2157412A	Cryogenic Refrigerator	04/08/87	U. K.
1653209	Cryogenic Refrigerator	03/30/92	Japan
4524586	Cryogenic Refrigerator	06/25/85	USA

{JLM0598;4}

<b>Patent No.</b>	<b>Description</b>	<b>Issue Date</b>	<b>Country</b>
1245064	Multi-Stage Cryogenic Refrigerators	11/22/88	Canada
8510060	Multi-Stage Cryogenic Refrigerators	05/24/88	France
2161257	Multi-Stage Cryogenic Refrigerators	10/07/87	U. K.
4584839	Multi-Stage Cryogenic Refrigerators	04/29/86	USA
1238495	Cryogenic Refrigerator with Gas Spring Loaded Valve	06/28/88	Canada
8507046	Cryogenic Refrigerator with Gas Spring Loaded Valve	08/08/88	France
2161255	Cryogenic Refrigerator with Spring Loaded Valve	10/14/87	U. K.
	Cryogenic Refrigerator with Gas Spring Loaded Valve		Japan
4522033	Cryogenic Refrigerator with Gas Spring Loaded Valve	06/11/85	USA
	Saturated Fluid Pumping Apparatus		Canada
	Saturated Fluid Pumping Apparatus		Epc
	Saturated Fluid Pumping Apparatus		Japan
175819	Saturated Fluid Pumping Apparatus	08/25/94	Mexico
5188519	Saturated Fluid Pumping Apparatus	02/23/93	USA

{JLM0598;4}

**Altec**

<b>Patent No.</b>	<b>Description</b>	<b>Issue Date</b>	<b>Country</b>
3,530,763	Machine Tool Method and Apparatus for Two Phase Heat Exchanger	09/29/70	USA
3,559,722	Fluid Distribution in Plate Type Heat Exchanger	02/02/71	USA
3,590,914	Countercurrent Flow Plate Type Heat Exchanger with Leak Detector	07/06/71	USA
3,633,661	Cross Flow Plate Type Heat Exchanger with Barrier Space	01/11/72	USA
3,669,186	Distributor for Plate Type Heat Exchanger Having End Headers	06/13/72	USA
3,739,593	Gas Separation System	06/19/73	USA
3,865,065	Distributor for Plate Type Heat Exchanger Having Side Headers	01/14/75	USA
3,983,191	Brazed Plate Type Heat Exchanger for Nonadiabatic Rectification	09/28/76	USA
4,249,595	Plate Type Heat Exchanger with Bar Means for Flow Control and Structural Support	02/10/81	USA
4,272,462	Liquid Wetted Gas Cooled Heat Exchanger	06/09/81	USA
4,276,927	Plate Type Heat Exchanger	07/07/81	USA
4,297,775	Method for Joining Two Plate Type Heat Exchanger Core Sections with an Intermodular Layer for Improved Heat Transfer	11/03/81	USA
4,450,903	Plate Type Heat Exchanger with Transverse Hollow Slotted Bar	05/29/84	USA
4,478,277	Heat Exchanger Having Uniform Surface Temperature and Improved Structural Strength	10/23/84	USA

(JLM0598;4)

**MVE, Inc.**

<b>Patent No.</b>	<b>Description</b>	<b>Issue Date</b>	<b>Country</b>
4,475,348	Method & apparatus for filling Cryogenic	10/09/84	USA
4,548,335	Liquid Container	10/22/85	USA
4,947,651	Pressure building circuit for a Cryogenic container	08/14/90	USA
5,136,852	Control regulator and delivery system for a Cryogenic vessel	08/11/92	USA
5,174,354	Delivery system for carbonated beverages	12/29/92	USA
RE35874	LNG delivery system for gas powered vehicles	08/25/98	USA
5,228,582	Variable capacity vehicle mounted Cryogenic storage vessels and method of making same	07/20/93	USA
5,215,128	Improved syrup delivery system for carbonated beverages	06/01/93	USA
5,121,609	No loss fueling station for liquid natural gas vehicles	06/16/92	USA
5,231,838	No loss single line fueling station	08/03/93	USA
5,228,295	No loss fuel system	07/20/93	USA
5,163,409	Vehicle mounted fuel system with CNG	11/17/92	USA
Des344572	Sight gauge protector	02/22/94	USA
4,608,831	Pressure building vessel for liquid helium	09/02/86	USA
4,956,975	Shutoff valve for cryogenic liquid storage tank	09/18/90	USA
4,925,060	Cork for cryogenic cry shipper	05/15/90	USA
Des339844	Stacked storage tanks	09/28/93	USA
5,373,702	Smart LNG delivery system	12/20/94	USA
5,421,162	Modified smart LNG system	06/06/95	USA
5,651,473	Improved reentrant support for Cryogenic Vessel	07/29/97	USA
5,275,007	Cryogenic dewar level sensor & flushing system	01/04/94	USA
5,421,160	No loss fueling system for natural gas powered vehicles	06/06/95	USA
5,537,824	No loss fueling system for natural gas powered vehicles	07/23/96	USA
5,404,918	Improved Cryogenic Liquid storage tank	04/11/95	USA
5,421,161	Improved storage system for Cryogenic fluids	06/06/95	USA
5,542,255	High performance high temperature resistant insulation for Cryogenic tanks	08/06/96	USA
5,826,780	Vacuum insulation and method for mfg.	10/27/98	USA
5,572,875	Relief valve jet to minimize injection hazard from LNG vehicles	11/12/96	USA
	Metering apparatus for Cryogenic liquids		USA
5,682,750	Self-contained LNG filling station	11/04/97	USA
5,695,844	Improved braze seal off area for insulated panel	12/09/97	USA
5,664,396	Vacuum panel with improved linear support service	09/09/97	USA
	Improved transfer system for Cryogenic liquids		USA
5,787,942	Float-type shut off device for a Cryogenic storage tank	08/04/98	USA
	Mobile storage and delivery system for Cryogenic fluids		USA
	Mobile storage and delivery system for Cryogenic		USA

(JLM0598;4)

<b>Patent No.</b>	<b>Description</b>	<b>Issue Date</b>	<b>Country</b>
	fluids		
4,627,860	Oxygen concentrator and test apparatus	12/09/86	USA
5,249,511	Bulk cooking oil distribution and waste removal system	10/05/93	USA
	High pressure Cryogenic fluid delivery system		USA
	Wide mouth vacuum insulated receptacle		USA
	System and method for charging insulated containers with Cryogenic liquids (Temp Top System)		USA
	Pressure building device for Cryogenic tank (Formerly Trifecta Junior System)		USA
	Eliminating LNG venting via combustion		USA
	Vacuum performance analysis on LNG tanks		USA
	Carbon dioxide dry cleaning system		USA
	CO2 dry cleaning basket		USA
	Vacuum insulated pipe		USA
	Cryogenic liquid storage tank with integral ullage tank		USA
	LNG filling station		USA
	LNG dispenser		USA
	Modular liquid natural gas system		USA

{JLM0598;4}

<b>Patent No.</b>	<b>Description</b>	<b>Issue Date</b>	<b>Country</b>
1,217,154	Liquid Container	01/27/87	Canada
1,803,453	Liquid Container	11/26/93	Japan
	Pressure building circuit for a container for low temperature fluids		Europe
2,753,107	Pressure building circuit for a container for low temperature fluids	02/27/98	Japan
2,063,182	Improved control regulator and delivery system for a Cryogenic vessel	12/13/94	Canada
	Improved control regulator and delivery system for a cryogenic vessel		Japan
642,510	Delivery system for carbonated beverages	03/07/94	Australia
2,046,573	Delivery system for carbonated beverages	11/08/94	Canada
2,532,776	Delivery system for carbonated beverages	06/27/96	Japan
182,471	No loss single line fueling station for liquid natural gas vehicles	08/23/96	Mexico
2,088,852	Vehicle mounted fuel system with CNG	04/09/96	Canada
181,366	Vehicle mounted fuel system with CNG	04/11/96	Mexico
	Smart LNG delivery system		Canada
	No loss fueling system for natural gas powered vehicles		Canada
	No loss fueling system for natural gas powered vehicles		Japan
184,948	No loss fueling system for natural gas powered vehicles	06/10/97	Mexico
1,316,549	Multi-axle vehicle suspension	04/20/93	Canada
1,427,419	Improved storage system for Cryogenic fluids	09/28/95	Canada
	Improved storage system for Cryogenic fluids		Japan
	Transfer system for Cryogenic liquids		PCT
	High pressure Cryogenic fluid delivery system		Canada
	High pressure Cryogenic fluid delivery system		Europe
	Pressure building device for Cryogenic tank (Formerly Trifecta Junior System)		Canada
	Pressure building device for Cryogenic tank (Formerly Trifecta Junior System)		Europe
	Pressure building device for Cryogenic tank (Formerly Trifecta Junior System)		Japan
	Carbon dioxide dry cleaning system		Europe
	Carbon dioxide dry cleaning system		Japan

{JLMO598;4}

**MVE/CAIRE, Inc.**

<b>Patent No.</b>	<b>Description</b>	<b>Issue Date</b>	<b>Country</b>
4,211,086	Cryogenic breathing system	07/08/80	USA
5,706,801	Sensing and communications system for use with oxygen delivery apparatus	01/13/98	USA
Des372529	Portable oxygen dispenser design	08/06/96	USA
5,561,983	Tubular heat exchanger for portable oxygen dispensers	10/08/96	USA

{JLM0598;4}



**LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND  
SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND  
SERVICE MARK REGISTRATIONS**

**U.S. TRADEMARKS**

<b>Obligor</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Altec	Altec	1,467,196	December, 1987
Altec	Core-In-Kettle	1,644,761	May, 1991
Altec	Bi-Braze	1,278,654	May, 1984 (Assigned to Altec May, 1987)
Altec	Bi-Braze	736,561	August, 1962 (Assigned to Altec May, 1987)
Cryenco, Inc.	Cryenco	1,768,434	July 29, 1997
Cryenco, Inc.	Cryenco	1,769,974	July 29, 1997
Cryenco, Inc.	Cryenco	2,084,070	
Cryenco, Inc.	Tvac	1,857,160	
Cryenco, Inc.	Porta Vac	75/257463	March 14, 1997
Process Systems International (“PSI”)	Canset	131306	June 21, 1977
PSI	CVI	740,008	October 30, 1962
PSI	CVI	1,085,176	February 14, 1978
PSI	CVI (STYLIZED)	1,680,064	March 24, 1992
PSI	CVI & DESIGN	740,009	October 30, 1962
PSI	GRAV-A-PAK	1,098,572	August 8, 1978
PSI	HECA	1,298,699	October 2, 1984
PSI	CVI	1,361,420	September 24, 1985
PSI	CVI & DESIGN	1,361,421	September 24, 1985
PSI	TORR MASTER	1,300,181	October 16, 1984

(JLM0598;4)

Obligor	Trademark	Country	Registration No.	Registration Date
MVE, Inc.	CARBO-MATIC	USA	1493853	06/28/88
	CARE-EASE	USA	1477536	02/23/88
	CSI	USA	1460766	10/13/87
	QRS	USA		
	CRYO	USA	1058217	02/08/77
	BIOLOGICAL SYSTEM			
	CYL-TEL	USA		
	DURA-CYL	USA	1253596	10/11/83
	DURA-LO	USA	1348888	07/16/85
	DURA-MAX	USA	1348889	07/16/85
	DURA-SERIES	USA	1348887	07/16/85
	DURA-SHIELS	USA	1347211	07/09/85
	KRYO-STOR	USA		
	LIBERATOR	USA	1571735	12/19/89
	MVE and DESIGN	USA	2174217	07/21/98
	MVE	USA	1067994	06/21/77
	CRYOGENICS and DESIGN			
	ORCA and DESIGN	USA	2187547	09/08/98
	PERMA-CYL	USA	2180403	08/11/98
	PYTHON	USA		
	STROLLER	USA	1573158	12/26/89
	SUPAR-GEL	USA		
	TRIFECTA	USA		

{JLM0598;4}

**LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

**FOREIGN TRADEMARKS**

**Altec**

<b>Obligor</b>	<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
Altec	Altec	Canada	396,483	April, 1992
Altec	Altec	France	1,431,910	October, 1987
Altec	Altec	Japan	2,335,503	September, 1991
Altec	Altec	U.K.	(Registration applied for but not approved. Altec trademark will be used in UK without registration)	
Altec	Altec	West Germany	1,136,629	March, 1989
PSI	CVI	Benelux	333,823	June 30, 1975
PSI	CVI	Benelux	335,239	September 22, 1975
PSI	CVI	Brazil	750208414	September 6, 1983
PSI	CVI	Brazil		
PSI	CVI	Canada	215,740	August 27, 1976
PSI	CVI	Canada	221,005	June 3, 1977
PSI	CVI	China P.R.		
PSI	CVI	France	1,330,895	July 31, 1975
PSI	CVI	Italy	319,938	June 12, 1975
PSI	CVI	Italy	326,485	December 9, 1975
PSI	CVI	Japan	1,861,588	May 30, 1986
	(KATAKANA CHARACTERS)			
PSI	CVI	Japan	2,263,177	September 21, 1990
PSI	CVI	Japan	2,157,501	December 25, 1991
	(KATAKANA CHARACTERS)			
PSI	CVI	Japan		
PSI	CVI	S. Africa	B75/3582	July 10, 1975
PSI	CVI	S. Africa	B76/0551	February 3, 1976
PSI	CVI	Spain	792,696	October 5, 1978
PSI	CVI	Spain	792,697	June 17, 1978
PSI	CVI	Spain	799,214	February 25, 1977
PSI	CVI	Spain	810,714	May 21, 1979
PSI	CVI	Spain	810,715	February 20, 1978
PSI	CVI & DESIGN	W. Germany	947,533	October 15, 1975
PSI	CVI & DESIGN	India	307,661	August 13, 1975

{JLM0598;4}

Obligor	Trademark	Country	Registration No.	Registration Date
PSI	CVI & DESIGN	India	307,662	August 13, 1975
PSI	CVI & DESIGN	Japan	2,115,623	February 21, 1989
PSI	CVI & DESIGN	Japan	2,405,852	April 30, 1992
PSI	CVI & DESIGN	New Zealand	112,404	March 5, 1976
PSI	CVI & DESIGN	S. Africa	B76/2972	June 15, 1976
PSI	CVI & DESIGN	S. Africa	B76/2973	June 15, 1976
PSI	CVI & DESIGN	Switzerland	403,896	September 25, 1975
PSI	HECA	Brazil		
PSI	HECA	Canada	215,741	August 27, 1976
PSI	HECA	China P.R.		
PSI	HECA	France	1,361,577	June 17, 1975
PSI	HECA	Great Britain	1,061,378	April 8, 1976
PSI	HECA	Italy	319,939	June 12, 1975
PSI	HECA (IN ENGLISH)	Japan	1,381,784	June 29, 1979
PSI	HECA (IN ENGLISH)	Japan	2,354,621	November 29, 1991
PSI	HECA (KATAKANA CHARACTERS)	Japan	1,381,785	June 29, 1979
PSI	HECA (KATAKANA CHARACTERS)	Japan	2,354,622	November 29, 1991
PSI	HECA	Spain	792,694	December 5, 1978
PSI	HECA	Switzerland	278,615	June 2, 1975
PSI	TORR MASTER	Japan	2,043,916	April 26, 1988
PSI	TORR MASTER	Japan	2,080,201	September 30, 1988

(JLM0598;4)

Obligor	Trademark	Country	Registration No.	Registration Date
MVE, Inc.	CARBO-MATIC	Canada	372940	09/07/90
	CSI&DESIGN	Canada	364454	01/19/90
	CSI	Canada	352306	02/24/89
	(STYLIZED)			
	MVE and DESIGN	China	1137677	12/21/97
	MVE and DESIGN	Europe-CTM		
	MVE and DEVICE	Japan		
	STROLLER	Japan	3133400	03/29/96

{JLM0598;4}

**LIST OF CONTRACTS, LICENSES AND OTHER AGREEMENTS**

1. Trademark Licenses granted under MVE Authorized Service Center Agreement Dated January 1, 1992, between CTM Cryogenics and Minnesota Valley Engineering.

{JLM0598;4}

## LIST OF LOCATIONS

1. Chart Industries, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124
2. CHD, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124
3. Chart International, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124
4. Chart Management Company, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124
5. Chart UK Investments Limited Partnership  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124
6. Greenville Tube Corporation  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124  
  
P.O. Box 30  
316 Hadley Road  
Greenville, PA 16125  
  
P.O. Box 550  
Lucas & Montgomery Streets  
Clarksville, AR 72830
7. ALTEC International Limited Partnership  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124  
  
2191 Ward Avenue  
LaCrosse, WI 54601  
  
3120 South Avenue  
LaCrosse, WI 54601  
  
2525 East Avenue South  
LaCrosse, WI 54601  
  
Inmetco (Processor)  
N. 115 W 118545  
Edison Drive  
Germantown, WI 53022

(JLM0598;4)

8. ALTEC, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124
9. Process Systems International, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124
- PSI-Westborough Group  
20 Walkup Drive  
Westborough, MA 01581
- 5 Walkup Drive  
Westborough, MA 01581
- Chart Coastal Fabrication  
P.O. Box 10938  
3415 Earl B. Wilson Rd.  
New Iberia, LA 70562
- Process Engineering Division  
P.O. Box 467  
146 Main Street  
Plaistow, NH 03865
- CVI Division  
2288 Westbrook Drive  
Building K  
Columbus, OH 43228
- 1065 Ridge Street  
Columbus, OH 43228
- 2975 Airway Avenue  
Costa Mesa, CA 92626

10. Cryenco Sciences, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124
- 3811 Joliet Street  
Denver, CO 80239
- 5995 N. Washington St.  
Denver, CO 80246

11. Cryenco, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124
- 3811 Joliet Street  
Denver, CO 80239
- 5995 N. Washington St.  
Denver, CO 80246

12. Chart Industries Foreign Sales Corporation  
5885 Landerbrook Dr,

{JLM0598;4}



Mayfield Heights, OH 44124

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P. O. Box 309600  
St. Thomas, VI 00803

13. Northcoast of America Cryogenic Inc.  
5885 Landerbrook Dr,  
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6875 Old U. S. 223  
Ottawa Lake, MI 49267

127 Rickman Industrial Drive  
Holly Springs, GA 3014

14. NCI Sales and Leasing, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124

6875 Old U. S. 223  
Ottawa Lake, MI 49267

15. Northcoast Acquisition Corp.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124

16655 Buffalo Speedway  
Houston, TX 77047

19950 W. 161, Unit 2  
Olathe, KS 66062

{JLM0598;4}

16. MVE Holdings, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124  
  
3505 County Road 42 West  
Burnsville, MN 55306-3803
17. CAIRE INC.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124  
  
3505 County Road 42 West  
Burnsville, MN 55306-3803
18. MVE Pacific, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124  
  
3505 County Road 42 West  
Burnsville, MN 55306-3803
19. MVE Export, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124  
  
3505 County Road 42 West  
Burnsville, MN 55306-3803
20. MVE/ Hanse Environmental, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124  
  
3505 County Road 42 West  
Burnsville, MN 55306-3803  
  
603 Eastern Avenue  
Allegan, MI 49010
21. MVE, Inc.  
5885 Landerbrook Dr,  
Mayfield Heights, OH 44124  
  
3505 County Road 42 West  
Burnsville, MN 55306-3803  
  
407 7th Street NW  
P.O. Box 234  
New Prague, MN 56071-0234  
  
P.O. Box 112  
I-575, Airport Drive East  
Canton, GA 30114

MVE, Inc. continued

30 Florida Street S. E.  
Lonsdale, MN 55046

{JLM0598;4}

603 Eastern Avenue  
Allegan, MI 49010

Trinity Industries (Processor/Bailee)  
Highway 6 South  
Navasota, TX 77868

Trinity Industries (Processor/Bailee)  
11861 Mosteller Road  
Cincinnati, OH 45214

Conrex (Vendor Location)  
468 Rideau Street  
Kingston, Ontario  
Canada K7L 4W2

Tex-fab (Vendor Location)  
P. O. Box 40508  
Highway 290  
Houston, TX 77240

Edmonton Exchangers (Vendor Location)  
5545 89th Street  
Edmonton, Alberta,  
CANADA T0E 5W9

Dedicated Logistics, Inc. (Vendor Location)  
13500 South Robert Trail (Physical)  
Rosemount, MN 55068

Dedicated Logistics, Inc. (Vendor Location)  
2323 Terminal Road  
(Administration)  
Rosemount, MN 55068

Reynolds Aluminum (Vendor Location)  
1441 Ellsworth Industrial Drive  
Atlanta, GA 30318

Rome Tool (Vendor Location)  
113 Hemlock Street  
Rome, GA 30161

RAO (Vendor Location)  
200 Mississippi St. NE  
Minneapolis, MN 55432

Handy Warehousing, Inc. (Vendor Location)  
8815 Mississippi St.  
Houston, TX 77029

**CONCENTRATION ACCOUNT**

1. Concentration Account With National City Bank, Account No. 002436422.

{JLM0598;4}