

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chart Inc.		04/26/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4163421	CAIRE	
Registration Number:	4163422	CAIRE	
Registration Number:	4061348	MVE VARIO	
Registration Number:	4157173	CHILLZILLA	
Registration Number:	4151969	LIQUID TUBE TRAILER	
Registration Number:	2624186	QDRIVE	
Registration Number:	3704414	QDRIVE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		

CH \$190.00 4163421

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-36010

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 07/11/2012

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of April 26, 2012 by and from CHART INC., a Delaware corporation ("Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Chart Industries, Inc. (the "Company"), Chart Industries Luxembourg S.à r.l., the Lenders and Grantee have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Company, Grantor and certain other Subsidiaries of the Company have entered into an Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

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

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

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

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

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Guaranteed Obligations and (ii) all of the obligations and liabilities of the Subsidiary Loan Parties under the Credit Agreement. Upon the payment in full of all Guaranteed Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Administrative Agent all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Guarantee and Collateral Agreement and this Confirmatory Grant.

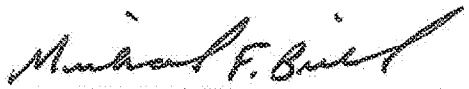
(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

CHART INC.

By: 
Name: Michael F. Biehl
Title: Executive Vice President,
Chief Financial Officer and Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
CAIRE	85313705	5/5/2011	4163421	06/26/2012
CAIRE AND DESIGN	85313715	5/5/2011	4163422	06/26/2012
MVE VARIO	85150595	10/12/2010	4061348	11/22/2011
CHILLZILLA	85433724	9/28/2011	4157173	06/12/2012
LIQUID TUBE TRAILER	85433736	9/28/2011	4151969	05/29/2012
QDRIVE	76260127	5/21/2001	2624186	9/24/2002
QDRIVE	77586126	10/6/2008	3704414	11/3/2009