

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chart Inc.		10/29/2014	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: 17			
Property Type	Number	Word Mark	
Serial Number:	86221010	MVE SECURITY THROUGH SYSTEMS	
Registration Number:	4597135	VAPORMAN 125	
Registration Number:	4596125	EQUINOX	
Registration Number:	4542616	FREESTYLE	
Serial Number:	86039717	MVIP	
Registration Number:	4611110	MVIP PRO	
Registration Number:	4611109	MVIP SELECT	
Registration Number:	4466588	BULKLITE	
Serial Number:	86001594	THE PERFECT POUR	
Serial Number:	85934830	ULTRASENSE	
Registration Number:	4388111	MVE	
Registration Number:	4358108	CHART	
Registration Number:	4430167	LNG	
Registration Number:	4360396	CRYDOSER	
Registration Number:	4360397	ULTRADOSER	
Registration Number:	4359190	CHER	
Registration Number:	4218386	CRYENCO	
CORRESPONDENCE DATA			

CH \$440.00 86221010

Fax Number: 2149813400

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

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Avenue, Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-36010
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	01/22/2015
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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 October 29, 2014 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., Chart Asia Investment Company Limited, the Lenders and Grantee have entered into a Second Amended and Restated Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

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

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

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

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

1) 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, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or

enforceability of registrations issuing from such applications, 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 and Chief
Financial Officer

Confirmatory Grant of Security Interest In United States Trademarks

TRADEMARK
REEL: 005445 FRAME: 0696

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

MARK	SERIAL NO	DATE FILED	REG. NO.	DATE REG.	STATUS
MVE SECURITY THROUGH SYSTEMS 	86221010	14-MAR-2014			PENDING
VAPORMAN 125	86186111	06-FEB-2014	4597135	02-SEP-2014	REGISTERED
EQUINOX	86145506	17-DEC-2013	4596125	02-SEP-2014	REGISTERED
FREESTYLE	86063634	13-SEP-2013	4542616	03-JUN-2014	REGISTERED
MVIP	86039717	16-AUG-2013			REGISTERED
MVIP PRO	86039715	16-AUG-2013	4611110	23-SEP-2014	REGISTERED
MVIP SELECT	86039711	16-AUG-2013	4611109	23-SEP-2014	REGISTERED
BULKITE	86024250	31-JUL-2013	4466588	14-JAN-2014	REGISTERED
THE PERFECT POUR	86001594	03-JUL-2013			PENDING
ULTRASENSE	85934830	17-MAY-2013			REGISTERED
MVE	85825906	17-JAN-2013	4388111	20-AUG-2013	REGISTERED
CHART	85795903	06-DEC-2012	4358108	25-JUN-2013	REGISTERED
LNG 	85743447	02-OCT-2012	4430167	05-NOV-2013	REGISTERED
CRYDOSER	85738573	26-SEP-2012	4360396	02-JUL-2013	REGISTERED
ULTRADOSER	85738577	26-SEP-2012	4360397	02-JUL-2013	REGISTERED
CHER	85655573	19-JUN-2012	4359190	25-JUN-2013	REGISTERED
CRYENCO	85098282	02-AUG-2010	4218386	02-OCT-2012	REGISTERED