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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM458737

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hudson Products Corporation		01/18/2018	Corporation: TEXAS

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 14

Number	Word Mark
4556172	COMBIN-AIRE
1844102	
1774462	
1754223	
1751717	
1762616	EXACT-A-PITCH
0945247	FIN-FAN
1341486	HUDSON
1316841	HUDSON
4091545	SOLO-AIRE
1738002	TUF-EDGE
0685140	TUF-LITE
1609687	TUF-LITE II
2592193	TUF-LITE III
	4556172 1844102 1774462 1754223 1751717 1762616 0945247 1341486 1316841 4091545 1738002 0685140 1609687

CORRESPONDENCE DATA

Fax Number: 3129939767

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

Phone: 3129932647

TRADEMARK REEL: 006254 FRAME: 0261

900436139

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

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

Total Attachments: 5

source=Trademark Grant (Hudson Products Corporation)#page1.tif source=Trademark Grant (Hudson Products Corporation)#page2.tif source=Trademark Grant (Hudson Products Corporation)#page3.tif source=Trademark Grant (Hudson Products Corporation)#page4.tif source=Trademark Grant (Hudson Products Corporation)#page5.tif

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

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

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

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

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

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

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

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

2) The Security Interest.

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

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

[Signature Page Follows]

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

HUDSON PRODUCTS CORPORATION

Name Derek B. Swans

Title: Assistant Secretary

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

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Title	Trademark Registration	Status	Owner
COMBIN-AIRE	4,556,172	REGISTERED	Hudson Products Corporation
Design Only	1,844,102	REGISTERED	Hudson Products Corporation
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Design Only	1,774,462	REGISTERED	Hudson Products Corporation
Design Only	1,754,223	REGISTERED	Hudson Products Corporation
Design Only	1,751,717	REGISTERED	Hudson Products Corporation

Title	Trademark Registration	Status	Owner
EXACT-A-PITCH	1,762,616	REGISTERED	Hudson Products Corporation
FIN-FAN	0,945,247	REGISTERED	Hudson Products Corporation
HUDSON	1,341,486	REGISTERED	Hudson Products Corporation
HUDSON	1,316,841	REGISTERED	Hudson Products Corporation
SOLO-AIRE	4,091,545	REGISTERED	Hudson Products Corporation
TUF-EDGE	1,738,002	REGISTERED	Hudson Products Corporation
TUF-LITE	0,685,140	REGISTERED	Hudson Products Corporation
TUF-LITE II	1,609,687	REGISTERED	Hudson Products Corporation
TUF-LITE III	2,592,193	REGISTERED	Hudson Products Corporation

RECORDED: 01/19/2018