

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank Trust Company, National Association, as Notes Collateral Agent		08/18/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Howden Roots LLC		
Street Address:	900 W Mount Street		
City:	Connersville		
State/Country:	INDIANA		
Postal Code:	47331		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	0710549	ROOTS	
Registration Number:	0954993	WHISPAIR	
Registration Number:	1418160	UNIVERSAL RAI	
Registration Number:	2413032	TRI-NADO	
Registration Number:	2717864	ROOTS-FLO	
Registration Number:	2903308	ROOTS-FLO	
Registration Number:	3091539	EASYAIR	
Registration Number:	5299034	EXVEL	
Registration Number:	5429273	HPT	
Registration Number:	3800672	GASCUBE	
Registration Number:	1284095	INDUSTRAVAC	
Registration Number:	1854029	POWER MIZER	
Registration Number:	0062801	SPENCER	
Registration Number:	0140976	SPENCER	
Registration Number:	0652701	SPENCER	
Registration Number:	1911122	VORTEX	
CORRESPONDENCE DATA			

CH \$415.00 0710549

Fax Number:

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: 415-591-1000
Email: TrademarksSF@winston.com
Correspondent Name: Becky Troutman
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky Troutman (ker)
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SIGNATURE:	/Becky Troutman/
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DATE SIGNED:	08/22/2023
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Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of August 18, 2023, by U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent (the “Grantee”) for the benefit of the Notes Secured Parties (each as defined in the Indenture referenced below), in favor of HOWDEN ROOTS LLC, a Delaware limited liability company, (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below) or the Indenture, as applicable.

WITNESSETH:

Reference is made to that certain Indenture, dated as of December 22, 2022, by and among Chart Industries, Inc., a Delaware corporation (the “Issuer”), the Guarantors party thereto from time to time, the Grantee and U.S. Bank Trust Company, National Association, as trustee (as amended by the First Supplemental Indenture, dated as of March 17, 2023 and as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Indenture”).

WHEREAS, the Grantor and the Grantee entered into that certain Supplement No. 1 dated as of March 17, 2023, to the Collateral Agreement dated as of December 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered that certain Confirmatory Grant of Security Interest in the Trademarks dated as of March 17, 2023 (the “Trademark Security Agreement”), in favor of the Grantee, which was recorded with the Trademark Division of the United States Patent and Trademark Office on March 20, 2023 at Reel 8008, Frame 0322;

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, the Grantor pledged and granted to the Grantee a security interest in (1) all of the Grantor’s right, title and interest in and to the Trademarks owned, including those listed on Schedule I attached hereto (the “Trademarks”), or from time to time after the date thereof 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 thereof for infringement of the Trademarks or unfair competition regarding the same;

WHEREAS, the Grantor has requested that the Grantee release its security interest in and lien on the Trademarks and reassign any and all rights in the same to the Grantor; and

WHEREAS, the Grantor has satisfied and fulfilled all of its obligations to release the Grantee’s security interest in and lien on the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. The Grantee hereby fully releases, discharges, terminates and cancels, without any representation, recourse or warranty of any kind, its liens and security interest in all right, title and interest in, to and under the Trademarks and all proceeds of the foregoing.
2. The Grantee hereby reassigns, grants and conveys to the Grantor, without any representation, recourse, warranty of any kind or undertaking by the Grantee, any and all of the Grantee’s right, title and interest in and to the Trademarks.

3. The Grantee authorizes the recordation of this Release with the United States Patent and Trademark Office.

Delivery of an executed counterpart of this Release that is an Electronic Signature transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Release. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Release shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

THIS RELEASE 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.

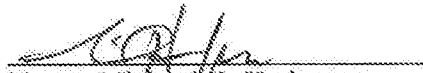
U.S. Bank Trust Company, National Association is delivering this Release solely in its capacity as Notes Collateral Agent and shall be entitled to all of the rights, privileges and immunities of the Notes Collateral Agent hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantee has caused this Release to be executed as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, in its capacity as Notes
Collateral Agent,
as the Grantee,

By:



Name: Michael K. Herberger

Title: Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks (Howden Roots)]

TRADEMARK
REEL: 008175 FRAME: 0329

Schedule I

Trademarks

U.S. Federally Issued or Applied for Trademarks Owned by Howden Roots LLC

Country	Trademark	Status/Status Date	App. No./Reg. No.	Owner	Registration Date	Application Date
United States	ROOTS	Registered	0710549	Howden Roots LLC	January 31, 1961	June 3, 1960
United States	WHISPAIR	Registered	0954993	Howden Roots LLC	March 13, 1973	December 17, 1969
United States	UNIVERSAL RAI	Registered	1418160	Howden Roots LLC	November 25, 1986	July 15, 1985
United States	TRI-NADO	Registered	2413032	Howden Roots LLC	December 12, 2000	January 16, 1999
United States	ROOTS-FLO	Registered	2717864	Howden Roots LLC	May 20, 2003	January 17, 2001
United States	ROOTS-FLO	Registered	2903308	Howden Roots LLC	November 16, 2004	July 14, 2003
United States	EASYAIR	Registered	3091539	Howden Roots LLC	May 9, 2006	December 22, 2004
United States	EXVEL	Registered	5299034	Howden Roots LLC	October 3, 2017	January 17, 2016
United States	HPT	Registered	5429273	Howden Roots LLC	March 20, 2018	October 20, 2016
United States	GASCUBE	Registered	3800672	Howden Roots LLC	June 8, 2010	March 23, 2009
United States	INDUSTRIAL VAC	Registered	1284095	Howden Roots LLC	July 3, 1984	August 6, 1982
United States	POWER MIZER	Registered	1854029	Howden Roots LLC	September 13, 1994	August 21, 1992

Country	Trademark	Status/Status Date	App. No./Reg. No.	Owner	Registration Date	Application Date
United States	SPENCER	Registered	0062801	Howden Roots LLC	May 28, 1907	April 26, 1905
United States	SPENCER	Registered	0140976	Howden Roots LLC	May 29, 1921	September 28, 1920
United States	SPENCER (Stylized)	Registered	0652701	Howden Roots LLC	October 8, 1957	January 1, 1957
United States	VORTEX	Registered	1911122	Howden Roots LLC	Aug 15, 1995	Aug 16, 1994

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