

05-29-2003

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Tab settings



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HEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Y

5-29-03

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

1. Name of conveying party(ies):

Thermal Dynamics Corporation

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent
Internal Address:

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

3. Nature of conveyance

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927-5100

Execution Date: 05/23/03

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No. (s)

B. Patent No. (s) See continuation of item 4 attached hereto

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins
Sears Tower, Suite 5800

Street Address: 233 South Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and patents involved: 24

7. Total fee (37 CFR 3.41) \$960.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Linda R. Kastner
Signature

05/29/03

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

05/30/2003 T DIAZ1 00000018 09693480

FC:0021

960.00 DP

PATENT
REEL: 014102 FRAME: 0405

CONTINUATION OF ITEM NO. 4

U.S. PATENTS IN THE NAME OF THERMAL DYNAMICS CORPORATION			
Title	Application No.	Patent No.	Issue Date
Plasma torch and method for underwater cutting	09/693,480	6,498,316	12/24/02
Plasma-arc torch system with pilot re-attach circuit and method	09/870,272	6,369,350	4/9/02
Plasma torch electronic pulsing circuit	08/352,389	RE37,608	3/26/02
Parts-in-place safety reset circuit and method for contact start plasma-arc torch	09/724,984	6,350,960	2/26/02
Plasma arc torch and method for cutting a workpiece	09/772,260	6,337,460	1/8/02
Plasma arc torch	09/457,944	6,163,008	12/19/00
Plasma torch pilot arc circuit	09/041,202	5,990,443	11/23/99
Low voltage electrical based parts-in-place (PIP) system for contact start torch	09/014,491	5,961,855	10/5/99
Power supply apparatus	08/863,137	5,825,642 ¹	10/20/98
Plasma torch arc transfer circuit	08/225,881	5,530,220	6/25/96
Plasma arc cutting and welding tip	07/927,009	5,266,776	11/30/93
Modular, stackable plasma cutting apparatus	07/682,727	5,189,277	2/23/93
Plasma torch electronic pulsing circuit	07/762,852	5,170,030	12/8/92
Plasma torch electronic pulsing circuit (CIP of 5,170,030)	07/682,727		4/8/91 ²
Case	29/064,930	D314,086	1/29/91
Plasma arc gouger	07/358,416	4,954,683	9/4/90
Plasma arc torch with angled head	29/823,858	D302,097	7/11/89
Ridged electrode	07/067,017	4,782,210	11/1/88
Plasma-arc torch with gas cooled blow-out electrode	06/850,504	4,748,312	5/31/88
Plasma-arc torch with sliding gas valve interlock	06/865,256	4,691,094	9/1/87
Plasma-arc torch interlock with flow sensing	06/794,389	4,663,515	5/5/87
Plasma-arc torch interlock with pressure sensing	06/794,288	4,663,512	5/5/87
Torch operation interlock device	06/515,950	4,585,921	4/29/86
Plasma torch with a common gas source for the plasma and for the secondary gas flows	06/515,913	4,581,516	4/8/86
Plasma-arc torch with gas cooled blow-out electrode	06/679,913	4,558,201	12/10/85

¹ Assignment made herewith is only for Thermal Dynamic Corporation's interest in such patent.

² This is the filing date, not the issuing date.

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of May 23, 2003, by THERMAL DYNAMICS CORPORATION, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in and mortgage on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses together with all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar country or political subdivision thereof, to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

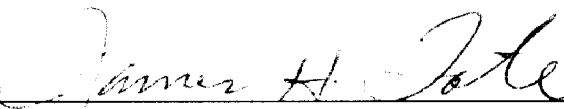
3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4 COUNTERPARTS. This Patent Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Patent Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of *the date first set forth above*.

THERMAL DYNAMICS CORPORATION

By: 

Name: James H. Tate

Title: Senior Vice President, Chief

Financial Officer and Office of
the Chairman

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:
Name:
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of *the date first set forth above*.

THERMAL DYNAMICS CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *Glenn Campbell*
Name: *Glenn Campbell*
Title: *Duly Authorized Signatory*

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS**

[See Attached]

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THERMAL DYNAMICS CORPORATION**

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