

12-09-2004

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12-9-04

To the Director of the U.S. Patent and Trademark Office

102824623

documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Stoody Company

Execution Date(s) November 22, 2004

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal Address: _____

Street Address: 201 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06851-1056

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,232,000

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9767

Email Address: kristin.brozovic@lw.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Kristin Brozovic
Signature

December 7, 2004

Date

Kristin Brozovic

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 44

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

12/10/2004 GTON11 00000147 6232000

01 FC:8021 40.00 GP

02 FC:8023 120.00 GP

PATENT
REEL: 015438 FRAME: 0312

**MASTER REAFFIRMATION
AND AMENDMENT TO COLLATERAL DOCUMENTS**

THIS MASTER REAFFIRMATION AND AMENDMENT TO COLLATERAL DOCUMENTS ("Master Reaffirmation") is made as of November 22, 2004, by and among THERMADYNE INDUSTRIES, INC., a Delaware corporation ("Industries"), THERMAL DYNAMICS CORPORATION, a Delaware corporation ("Dynamics"), TWECO PRODUCTS, INC., a Delaware corporation ("Tweco"), VICTOR EQUIPMENT COMPANY, a Delaware corporation ("Victor"), C & G SYSTEMS, INC., an Illinois corporation ("C & G"), STOODY COMPANY, a Delaware corporation ("Stoody"), THERMAL ARC, INC., a Delaware corporation ("Thermal Arc"), PROTIP CORPORATION, a Missouri Corporation ("ProTip"), THERMADYNE INTERNATIONAL CORP., a Delaware corporation ("International", and collectively with ProTip, Thermal Arc, Stoody, C & G, Victor, Tweco, Dynamics and Industries, the "Borrowers"), THERMADYNE HOLDINGS CORPORATION, a Delaware corporation ("Holdings"), MECO HOLDING COMPANY, a Delaware corporation ("MECO Holdings"), C & G SYSTEMS HOLDING, INC., a Delaware corporation ("C & G Holdings", and collectively with MECO Holdings and Holdings, the "Guarantors"), GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, for itself as a Lender and as Agent for itself and Lenders ("GECC" or "Agent"), and the other Credit Parties on the signature pages hereto. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Borrowers, Guarantors, Agent, Lenders and the other Persons signatory thereto are parties to that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified or extended from time to time, the "Credit Agreement," which amends and restates that certain Amended and Restated Credit Agreement dated as of February 5, 2004 (the "Prior Credit Agreement") by and among the Borrowers, Guarantors, Agent, Lenders and the other Persons signatory thereto, which amends and restates that certain Credit Agreement dated as of May 23, 2003 (the "Original Credit Agreement") by and among the Borrowers, Guarantors, Agent, Lenders and the other Persons signatory thereto); and

WHEREAS, Borrowers and Guarantors previously executed and delivered to Agent, for the benefit of Lenders, various security and related documents in connection with the Prior Credit Agreement and Original Credit Agreement; and

WHEREAS, the Credit Parties will derive both direct and indirect benefits from the loans and other financial accommodations made pursuant to the Credit Agreement; and

WHEREAS, it is a condition precedent to making the loans, advances and other financial accommodations of Agent and Lenders under the Credit Agreement that Borrowers and the other Credit Parties enter into this Master Reaffirmation to acknowledge and agree that the Existing Collateral Documents (as hereinafter defined) and the liens, security interests and guarantees granted and issued thereunder, secure and guarantee the Obligations under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

1. Existing Collateral Documents. "Existing Collateral Documents" as used herein shall mean, collectively:

(a) the Security Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Security Agreement"), dated as of May 23, 2003 by and among Borrowers, Guarantors, and GECC, on behalf of itself and the Lenders party to the Original Credit Agreement;

(b) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "ProTip Copyright Security Agreement"), dated as of May 23, 2003, by and between ProTip and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

(c) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Stoody Copyright Security Agreement"), dated as of May 23, 2003, by and between Stoody and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

(d) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Industries Copyright Security Agreement"), dated as of May 23, 2003, by and between Industries and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

(e) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Dynamics Copyright Security Agreement"), dated as of May 23, 2003, by and between Dynamics and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

(f) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Tweco Copyright Security Agreement"), dated as of May 23, 2003, by and between Tweco and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

(g) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Victor Copyright Security Agreement"), dated as of May 23, 2003, by and between Victor and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

(h) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Dynamics Trademark Security Agreement"), dated as of May 23, 2003, by and between Dynamics and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

- (i) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Tweco Trademark Security Agreement"), dated as of May 23, 2003, by and between Tweco and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (j) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Victor Trademark Security Agreement"), dated as of May 23, 2003, by and between Victor and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (k) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Stoody Trademark Security Agreement"), dated as of May 23, 2003, by and between Stoody and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (l) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Thermal Arc Trademark Security Agreement"), dated as of May 23, 2003, by and between Thermal Arc and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (m) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Holdings Trademark Security Agreement"), dated as of May 23, 2003, by and between Holdings and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (n) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Industries Trademark Security Agreement"), dated as of May 23, 2003, by and between Industries and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (o) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "C & G Trademark Security Agreement"), dated as of May 23, 2003, by and between C & G and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (p) the Patent Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Dynamics Patent Security Agreement"), dated as of May 23, 2003, by and between Dynamics and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (q) the Patent Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Tweco Patent Security Agreement"), dated as of May 23, 2003, by and between Tweco and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (r) the Patent Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Victor Patent Security Agreement"), dated

as of May 23, 2003, by and between Victor and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

(s) the Patent Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Stoody Patent Security Agreement"), dated as of May 23, 2003, by and between Stoody and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

(t) the Patent Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Thermal Arc Patent Security Agreement"), dated as of May 23, 2003, by and between Stoody and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

(u) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Holdings Pledge Agreement"), dated as of May 23, 2003, by and between Holdings, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;

(v) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Industries Pledge Agreement"), dated as of May 23, 2003, by and between Industries, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;

(w) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Tweco Pledge Agreement"), dated as of May 23, 2003, by and between Tweco, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;

(x) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "MECO Holding Pledge Agreement"), dated as of May 23, 2003, by and between MECO Holding, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;

(y) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Dynamics Pledge Agreement"), dated as of May 23, 2003, by and between Dynamics, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;

(z) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "C & G Pledge Agreement"), dated as of May 23, 2003, by and between C & G, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;

(aa) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "International Pledge Agreement"), dated as of May 23, 2003, by and between International, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;

(bb) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Victor Pledge Agreement"), dated as of May 23, 2003, by and between Victor, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement; and

(cc) each other Loan Document (as defined in the Original Credit Agreement and the Prior Credit Agreement) that Borrowers or any Credit Party is a party to; provided, that, (i) the Prior Credit Agreement shall be amended and reaffirmed by the Credit Agreement.

2. Amendments to Existing Collateral Documents.

(a) Cross references in the Existing Collateral Documents to particular section references in the Original Credit Agreement or Prior Credit Agreement, as applicable, shall be deemed to be cross references to the corresponding sections, as applicable, of the Credit Agreement.

(b) References in the Existing Collateral Documents to the "Agent" shall mean General Electric Capital Corporation.

(c) Attached hereto is Schedule I, which contains the information required to be set forth on the schedules to the Security Agreement, which information is current as of the date hereof.

(d) Attached hereto is Schedule II, which contains the information required to be set forth on the schedules to the ProTip Copyright Security Agreement, which information is current as of the date hereof.

(e) Attached hereto is Schedule III, which contains the information required to be set forth on the Schedule to the Stooddy Copyright Security Agreement, which information is current as of the date hereof.

(f) Attached hereto is Schedule IV, which contains the information required to be set forth on the schedules to the Industries Copyright Security Agreement, which information is current as of the date hereof.

(g) Attached hereto is Schedule V, which contains the information required to be set forth on the schedules to the Dynamics Copyright Security Agreement, which information is current as of the date hereof.

(h) Attached hereto is Schedule VI, which contains the information required to be set forth on the schedules to the Tweco Copyright Security Agreement, which information is current as of the date hereof.

(i) Attached hereto is Schedule VII, which contains the information required to be set forth on the schedules to the Victor Copyright Security Agreement, which information is current as of the date hereof.

(j) Attached hereto is Schedule VIII, which contains the information required to be set forth on the schedules to the Dynamics Trademark Security Agreement, which information is current as of the date hereof.

(k) Attached hereto is Schedule IX, which contains the information required to be set forth on the schedules to the Tweco Trademark Security Agreement, which information is current as of the date hereof.

(l) Attached hereto is Schedule X, which contains the information required to be set forth on the schedules to the Victor Trademark Security Agreement, which information is current as of the date hereof.

(m) Attached hereto is Schedule XI, which contains the information required to be set forth on the schedules to the Stoodly Trademark Security Agreement, which information is current as of the date hereof.

(n) Attached hereto is Schedule XII, which contains the information required to be set forth on the schedules to the Thermal Arc Trademark Security Agreement, which information is current as of the date hereof.

(o) Attached hereto is Schedule XIII, which contains the information required to be set forth on the schedules to the Holdings Trademark Security Agreement, which information is current as of the date hereof.

(p) Attached hereto is Schedule XIV, which contains the information required to be set forth on the schedules to the Industries Trademark Security Agreement, which information is current as of the date hereof.

(q) Attached hereto is Schedule XV, which contains the information required to be set forth on the schedules to the C & G Trademark Security Agreement, which information is current as of the date hereof.

(r) Attached hereto is Schedule XVI, which contains the information required to be set forth on the schedules to the Dynamics Patent Security Agreement, which information is current as of the date hereof.

(s) Attached hereto is Schedule XVII, which contains the information required to be set forth on the schedules to the Tweco Patent Security Agreement, which information is current as of the date hereof.

(t) Attached hereto is Schedule XVIII, which contains the information required to be set forth on the schedules to the Victor Patent Security Agreement, which information is current as of the date hereof.

(u) Attached hereto is Schedule XIX, which contains the information required to be set forth on the schedules to the Stoodly Patent Security Agreement, which information is current as of the date hereof.

(v) Attached hereto is Schedule XX, which contains the information required to be set forth on the schedules to the Thermal Arc Patent Security Agreement, which information is current as of the date hereof.

(w) Attached hereto is Schedule XXI, which contains the information required to be set forth on the schedules to the Holdings Pledge Agreement, which information is current as of the date hereof.

(x) Attached hereto is Schedule XXII, which contains the information required to be set forth on the schedules to the Industries Pledge Agreement, which information is current as of the date hereof.

(y) Attached hereto is Schedule XXIII, which contains the information required to be set forth on the schedules to the Tweco Pledge Agreement, which information is current as of the date hereof.

(z) Attached hereto is Schedule XXIV, which contains the information required to be set forth on the schedules to the MECO Holding Pledge Agreement, which information is current as of the date hereof.

(aa) Attached hereto is Schedule XXV, which contains the information required to be set forth on the schedules to the Dynamics Pledge Agreement, which information is current as of the date hereof.

(bb) Attached hereto is Schedule XXVI, which contains the information required to be set forth on the schedules to the C & G Pledge Agreement, which information is current as of the date hereof.

(cc) Attached hereto is Schedule XXVII, which contains the information required to be set forth on the schedules to the International Pledge Agreement, which information is current as of the date hereof.

(dd) Attached hereto is Schedule XXVIII, which contains the information required to be set forth on the schedules to the Victor Pledge Agreement, which information is current as of the date hereof.

3. **Reaffirmation.** In connection with the execution and delivery of the Credit Agreement, Borrowers and each other Credit Party, as borrower, debtor, grantor, mortgagor, pledgor, guarantor, assignor, or in other similar capacities in which Borrowers or such other Credit Party grants liens or security interests in its properties or otherwise acts as an accommodation party or guarantor, as the case may be, in any case under any one or more Existing Collateral Documents to which it is a party, ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of such Existing Collateral Documents to which it is a party as deemed amended pursuant to Section 2 of this Master Reaffirmation. To the extent Borrowers or such other Credit Party granted liens on or security interests in any of its properties pursuant to any such Existing Collateral Document as security for the Obligations under or with respect to the Original Credit Agreement and the other Loan Documents, each such Credit Party hereby ratifies and reaffirms such grant of security and confirms and agrees that such liens and security interests

hereafter secure all of the Obligations under the Credit Agreement and the other Loan Documents. In each case each reference in such Existing Collateral Documents to the obligations secured thereby shall be construed to hereafter mean and refer to the Obligations under the Credit Agreement and the other Loan Documents. Borrowers and each other Credit Party hereby consent to the terms and conditions of the Credit Agreement and each Credit Party reaffirms its guaranty of all of the Obligations under or with respect to the Credit Agreement and the other Loan Documents. Borrowers and each other Credit Party acknowledge receipt of a copy of the Credit Agreement and acknowledges that each of the Existing Collateral Documents to which Borrowers or such other Credit Party is a party remains in full force and effect, and as hereby modified, ratified and confirmed. The execution of this Master Reaffirmation shall not operate as a waiver of any right, power or remedy of the Agent or Lenders, nor constitute a waiver of any provision of any of the Existing Collateral Documents nor constitute a novation of any of the Obligations under the Credit Agreement or Existing Collateral Documents as amended pursuant to Section 2 of this Master Reaffirmation.

4. Successors and Assigns. This Master Reaffirmation shall be binding upon Borrowers and each other Credit Party and upon their respective successors and assigns and shall inure to the benefit of Agent and the Lenders and their respective successors and assigns. The successors and assigns of such entities shall include, without limitation, their respective receivers, trustees, or debtors-in-possession.

5. Further Assurances. Each Borrower and each Credit Party hereby agrees from time to time, as and when requested by Agent or any Lender to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as Agent or such Lender may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Master Reaffirmation and any Collateral Documents to which such Borrower or such other Credit Party is a party.

6. Definitions. All references to the singular shall be deemed to include the plural and vice versa where the context so requires.

7. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.**

8. Severability. Wherever possible, each provision of this Master Reaffirmation shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Master Reaffirmation shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Master Reaffirmation.

9. Merger. This Master Reaffirmation represents the final agreement of each of Borrower and Holdings with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or prior or subsequent oral agreements, among any of the Borrowers, the other Credit Parties, Agent or the Lenders.

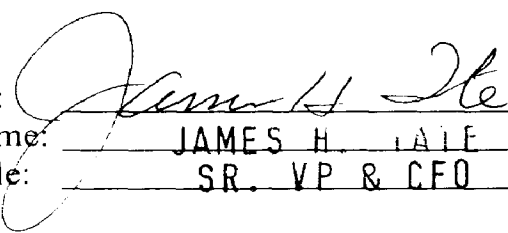
10. Execution in Counterparts. This Master Reaffirmation may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

11. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

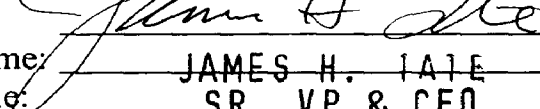
*Balance of Page Intentionally Left Blank
- Signature Page Follows -*

WITNESS the due execution of this Master Reaffirmation by the respective duly authorized officers of the undersigned as of the date first written above.

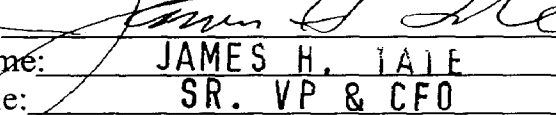
THERMADYNE INDUSTRIES, INC.

By: 
Name: JAMES H. TATE
Title: SR. VP & CFO

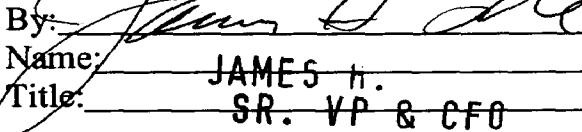
THERMADYNE DYNAMICS CORPORATION

By: 
Name: JAMES H. TATE
Title: SR. VP & CFO

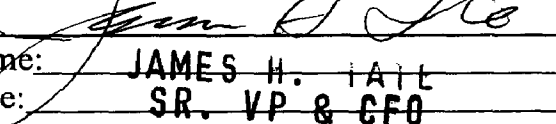
TWECO PRODUCTS, INC.

By: 
Name: JAMES H. TATE
Title: SR. VP & CFO

VICTOR EQUIPMENT COMPANY

By: 
Name: JAMES H.
Title: SR. VP & CFO

C & G SYSTEMS, INC.

By: 
Name: JAMES H. TATE
Title: SR. VP & CFO

[Signature Page to Master Reaffirmation]

S-1

STOODY COMPANY

By: James H. Tate
Name: James H. Tate
Title: Sr Vice Pres

PROTIP CORPORATION

By: James H. Tate
Name: James H. Tate
Title: Sr Vice Pres.

[Signature Page to Master Reaffirmation]
S-1A

THERMAL ARC, INC.

By: James H. Tate
Name: JAMES H. TATE
Title: SR. VP & CFO

THERMADYNE INTERNATIONAL CORP.

By: James H. Tate
Name: JAMES H. TATE
Title: SR. VP & CFO

THERMADYNE HOLDINGS CORPORATION

By: James H. Tate
Name: JAMES H. TATE
Title: SR. VP & CFO

MECO-HOLDING COMPANY

By: James H. Tate
Name: JAMES H. TATE
Title: SR. VP & CFO

C & G SYSTEMS HOLDING, INC.

By: James H. Tate
Name: JAMES H. TATE
Title: SR. VP & CFO

AGENT

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent and a Lender**

By: Dennis W. Cloud
Name: Dennis W. Cloud
Its Duly Authorized Signatory

SCHEDULE I
to
MASTER REAFFIRMATION
AND AMENDMENT TO COLLATERAL DOCUMENTS
SECURITY AGREEMENT SCHEDULES
[SEE ATTACHED]

SCHEDULE I
to
SECURITY AGREEMENT

FILING JURISDICTIONS

Delaware –	Victor Equipment Company Tweco Products, Inc. Thermal Dynamics Corporation Thermal Arc, Inc. Thermadyne International Corp. Thermadyne Industries, Inc. Thermadyne Holdings Corporation Stoody Corporation MECO Holding Company C & G Systems Holdings, Inc.
Illinois –	C & G Systems, Inc.
Missouri –	ProTip Corporation

SCHEDULE II
to
SECURITY AGREEMENT

INSTRUMENTS
CHATTEL PAPER
AND
LETTER OF CREDIT RIGHTS

None

SCHEDULE III-A
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING DYNAMICS' COLLATERAL

- I. Dynamics' official name: **Thermal Dynamics Corporation**
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Dynamics' state of incorporation or organization or a statement that no such number has been issued: #0834924
- IV. State or Incorporation or Organization of Dynamics: Delaware
- V. Chief Executive Office and principal place of business of Dynamics:
Industrial Park #2
West Lebanon, NH 03784
(Grafton County)
- VI. Corporate Offices of Dynamics:
Industrial Park #2
West Lebanon, NH 03784
(Grafton County)
- VII. Warehouses:
N/A
- VIII. Other Premises at which Collateral is Stored or Located:
Industrial Park, #2
West Lebanon, NH 03784
- AGA Gas (Linde)
12697 Elmwood
Avenue
Cleveland, OH 44101
(<292,000>)
- Allmold
3841 Buffalo Road
Rochester, NY 14624
(<233,000>)

Avid Engineering
80 Commercial Street
Concord, NH 03301
(<2,000>)

Stephen Gould
30 Commerce Way
Tewksbury, MA 01876
(<9,000>)

Putnam Precisor
11 Danco Road
Putnam, CT 06260
(<18,000>)

Suntron
104 Glenn St.
Lawrence, MA 01843
(<20,000>)

Trand-Whitney
1060 Millbury Street
Worcester, MA 01607
(<4,000>)

Versa Mold & Tool
RR2 Box 237
South Royaltor, VT
05068 (<7,000>)

- IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

SCHEDULE III-B
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING TWECO'S COLLATERAL

- I. Tweco's official name: **Tweco Products, Inc**
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): **Corporation**
- III. Organizational identification number issued by Tweco's state of incorporation or organization or a statement that no such number has been issued: **#0910069**
- IV. State or Incorporation or Organization of Tweco: **Delaware**
- V. Chief Executive Office and principal place of business of Tweco:
**4200 West Harry
Wichita, KS 67209
(Sedgwick County)**
- VI. Corporate Offices of Tweco:
**2800 Old Airport Road, KS 67209
Denton, TX 46205**
- VII. Warehouses:
N/A
- VIII. Other Premises at which Collateral is Stored or Located:
**4200 W. Harry
Wichita, KS 67277
(office, manufacturing)**

**2005 W. Harry
Wichita, KS 67213
(warehouse)**

**13820 Oaks Avenue
Chino, CA 91710**

Automatic Products
2735 Forest Lane
Garland, TX 75042
(<75,000>)

Center Industries
P.O. Box 17364
Wichita, KS 67217
(<6,000>)

Custom Apparatus
2885 N. Berkeley Lake
Road, NE, Ste 22
Duluth, GA 30096
(<10,000>)

DL Waller
209 E. Young St., P.O.
Box 70
Rosehill, KS 67133
(<20,000>)

Fabiricon
8804 Chancellor Row
Dallas, TX 75247
(<15,000>)

Fimex SA
1649 R Michel
Guadalajara, JAL
Mexico 44870
(<390,000>)

Industrias Medina
Called De Los Cometas
15 Parque Industrial
Hermosillo Sonora,
MX (<350,000>)

Love Box Co.
P.O. Box 546
Wichita, KS 67201
(<50,000>)

Maintenance Services

& Technologies
232 W. Ross
Clearwater, KS 67026
(<10,000>)

Pacific Airgas, Inc.
3591 N. Columbia
Blvd.
Portland OR 97217
(<10,000>)

Pacific Welding
Supplies
P.O. Box 111240
Tacoma, WA 98411

Praxair Distribution
Southeast LLC
One Main Street, Suite
202
Tequesta, FL 33469

Pyle Machine Co., Inc.
4201 Clay Avenue
Fort Worth, TX 76117
(<50,000>)

Starkey, Inc.
P.O. Box 9290
Wichita, KS
67277(<10,000>)

IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

4200 West Harry
2800 Old Airport Road
Denton, TX 46205

SCHEDULE III-C
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING VICTOR'S COLLATERAL

- I. Victor's official name: **Victor Equipment Company**
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Victor's state of incorporation or organization or a statement that no such number has been issued: #0735214
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of Victor:
2800 Old Airport Road
Denton, TX 76205
(Denton County)
- VI. Corporate Offices of Victor:
2800 Old Airport Road
Denton, TX 76205
(Denton County)
- VII. Warehouses:
Alliance Gateway #58
800 Henrietta RD
Roanoke, TX 76262
- VIII. Other Premises at which Collateral is Stored or Located:
2800 Airport Road
Denton, TX 76208
(office, manufacturing)

13820 Oaks Avenue
Chino, CA 91710

800 Henrietta Creek
Rd.
Roanoke, TX 76262

Accurate Automatics
703 Business Way
Wylie, TX 75098
(**<25,000>**)
All Plastics Molding
15700 Midway
Addison, TX 75001
(**<100,000>**)
Automatic Products
2735 Forest Lane
Garland, TX 75042
(**<510,000>**)
Genuine Parts Co
3033 Military Pkwy
Mesquite, TX 75149
(**<17,000>**)
International Paper
2400 Shamrock Avenue
Fort Worth, TX 76107
(**<120,000>**)
Jar-Tex Plating
204 E. Daggett Avenue
Fort Worth, TX 76104
(**<20,000>**)
Lido
4343 Industrial Center
Dr.
San Antonio, TX 78217
(**<33,000>**)
Napa Albuquerque
1510 2nd St NW
Albuquerque, NM
87125 (**<13,000>**)
Napa Auto Parts
250 Osage
Kansas City, KS 66105
(**<9,000>**)
Napa Auto Parts
5421 W Southern Ave
Indianapolis, IN 46241
(**<9,000>**)
Napa Auto Parts
11710 Pacific Ave
Fontana, CA 92337
(**<7,000>**)

Napa Auto Parts
501 N Freya
Spokane, WA 99202
(**<6,000>**)
Napa Auto Parts
410 N Midler Ave
Syracuse, NY 13206
(**<9,000>**)
Napa Auto Parts
8441 S 180th St
Kent, WA 98032
(**<7,000>**)
Napa Auto Parts
5420 Peachtree Industrial
Blvd
Norcross, GA 30071
(**<9,000>**)
Napa Auto Parts
6220 Rovenna St
Anchorage, AK 99518
(**<7,000>**)
Napa Auto Parts
7400 W 27th St
Minneapolis, MN 55426
(**<8,000>**)
Napa Auto Parts
2222 E Douglas
Des Moines, IA 50313
(**<8,000>**)
Napa Auto Parts 161
4635 Northgate Blvd
Sacramento, CA 95834
(**<3,000>**)
Napa Billings
5320 Southgate Dr
Billings, MT 59101
(**<9,000>**)
Napa Carrollton
1233 Lincoln Ave NW
Carrollton, OH 44615
(**<9,000>**)
Napa Chicago
700 Enterprise Court
Naperville, IL 60563
(**<6,000>**)

Napa Columbus
2665 W Dublin-
Granville Rd
Columbus, OH 43235
(<9,000>)
Napa Connecticut
1260 Newfield St
Middletown, CT 06547
(<8,000>)
Napa Denver
2101 Hwy 224
Denver, CO 80229
(<7,000>)
Napa Grand Rapids
3402 Patterson Ave SE
Grand Rapids, MI 49512
(<9,000>)
Napa High Point
600 Gallimore Dairy Rd
High Point, NC 27265
(<9,000>)
Napa Memphis
P O Box 2326
Norcross, GA 30091
(<7,000>)
Napa New England
840 Woburn St
Wilmington, MA 01887
(<9,000>)
Napa Phoenix
2811 W Thomas Rd
Phoenix, AZ 85017
(<8,000>)
Napa Portland
10515 N Lombard St
Portland, OR 97203
(<6,000>)
Napa Salt Lake City
1317 South 700 W
Salt Lake City, UT
84104 (<5,000>)
Napa Tampa
11718 N Florida Ave
Tampa, FL 33612
(<7,000>)

Presscut
1540 Selene Drive, Suite
100
Carrollton, TX 75006
(<30,000>)
Pyle Machine
4201 Clay Ave
Fort Worth, TX 76117
(<12,000>)
Sun Mfg
12232 S Hwy 51
Coweta, OK 74429
(<46,000>)
Taurus
10235 W. Little York,
Suite 235
Houston, TX 77040
(<900,000 >)
Tuscarora
1255 Champion Circle
Carrollton, TX 75006
(<40,000>)

- IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- 2800 Old Airport Road
Denton, TX 76205
(Denton County)

SCHEDULE III-D
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING C & G'S COLLATERAL

- I. C & G's official name: **C & G Systems, Inc.**
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by C & G's state of incorporation or organization or a statement that no such number has been issued: #5757-680-4
- IV. State or Incorporation or Organization: Illinois
- V. Chief Executive Office and principal place of business of C & G:
1401 Glenlake
Itasca, IL 60143
(McHenry County)
- VI. Corporate Offices of C & G:
1401 Glenlake
Itasca, IL 60143
(McHenry County)
- VII. Warehouses:
N/A
- VIII. Other Premises at which Collateral is Stored or Located:
1401 Glenlake
Itaska, IL 60143

Purity Cylinder (consignment)
1638 Armstrong Rd
Warsaw, IN 46581 (<6,000>)
- IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

1401 Glenlake
Itasca, IL 60143
(McHenry County)

Industrial Park #2
West Lebanon, NH 03784
(Grafton County)

SCHEDULE III-E
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING STOODY'S COLLATERAL

- I. Stody's official name: Stody Company
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Stody's state of incorporation or organization or a statement that no such number has been issued: #2728596
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of Stody:
5557 Nashville Road
Bowling Green, KY 42101
(Warren County)
- VI. Corporate Offices of Stody:
5557 Nashville Road
Bowling Green, KY 42101
(Warren County)
- VII. Warehouses:
250 Brenner ST
Bowling Green, KY 42101

13829 Oaks Avenue
Chino, CA 91710
- VIII. Other Premises at which Collateral is Stored or Located:
5557 Nashville Road
Bowling Green, KY
42102

13820 Oaks Avenue
Chino, CA 91710

250 Brenner Street,
Bowling Green, KY

42101

OXARC, Inc.
4003 E. Broadway
Avenue
Spokane, WA 99202
(<6,000>)

Gulf Coast Torch and
Regulator, Inc.
5350 Galveston Road
P.O. Box 34089
Houston, TX 77234
(<29,000>)

Acetylene Oxygen
Company
822 W. Jackson
Harlingen, TX 78551
(<20,000>)

S.J. Smith Welding
Supply
3707 West River Drive
Davenport, OH 52802
(<221,000>)

B.O.C. Gases
2610 18th Avenue,
North
Bessemer, AL 35020
(<58,000>)

Action Welding Supply
3100 Silver Star Road
Orlando, FL 32808
(<4,000>)

Kirk Welding
725 E. 22nd St.
Lawrence, KS 66044
(<7,000>)

Smith Welding
666 Seldom Street

Detroit, MI 48201
(<88,000>)

- IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

SCHEDULE III-F
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING THERMAL ARC'S COLLATERAL

- I. Thermal Arc's official name: **Thermal Arc, Inc.**
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Thermal Arc's state of incorporation or organization or a statement that no such number has been issued: #2780266
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of Thermal Arc:
2200 Corporate Drive
Troy, OH 45373
(Miami County)
- VI. Corporate Offices of Thermal Arc:
2200 Corporate Drive
Troy, OH 45373
(Miami County)
- VII. Warehouses:
N/A
- VIII. Other Premises at which Collateral is Stored or Located:
2200 Corporate Drive
Troy, OH 45373

Ashton Plastics
Products
639 Bellbrook Avenue
Xenia, OH 45385
(<\$10,000)

Concept Machine &
Tool Inc.
2065 Industrial Court
Covington, OH 45318
(<\$10,000)

Eastern Sintered Alloys
Inc.
126 Access Road
St. Marys, PA 15857-
0708 (<5,000>)

AOC
PO Box 430
Harlingen, TX 78551
(<14,000>)

Coastal Welding
Supply (consignment)
PO Box 3029, 25 N. 4th
Street
Beaumont, TX 77707
(<27,000>)

Force Technologies
(consignment)
PO Box 2520
Wynne, AR 72402
(<7,000>)

Industrial Welding
111 Buras Drive
Belle Chase LA 70037
(<97,000>)

Komp Industrial
(consignment)
319 E Pine Street
Hattiesburg, MS 39401
(<30,000>)

Victor Welding Supply
(consignment)
123 S. Peoria
Tulsa, OK 74120
(<12,000>)

Wilbanks Welding
Supply (consignment)
5532 S 94th E Av.
Tulsa, OK 74145
(<17,000>)

A.M.I., Inc.
30B Summer Street
Winthrop, ME 04364
(<136,000>)

Trilogy Plastics
900 N. Chapel St.
Louisville, OH 44641
(<184,000>)

Metalworking Group
9070 Pippin Road
Cincinnati, OH 45251
(<4,000>)

IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

2076 Wycraft Road
LOL 5V6 Canada

SCHEDULE III-G
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING INTERNATIONAL'S COLLATERAL

- I. International's official name: **Thermadyne International Corp**
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by International's state of incorporation or organization or a statement that no such number has been issued: #0887551
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of International:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VI. Corporate Offices of International:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VII. Warehouses:
N/A
- VIII. Other Premises at which Collateral is Stored or Located:
4200 W. Harry
Wichita, KS 67277
- IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

2076 Wycraft Road
Oakville, Ontario
LGL 5V6 Canada

SCHEDULE III-H
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING HOLDINGS' COLLATERAL

- I. Holdings' official name: Thermadyne Holdings Corporation
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Holdings' state of incorporation or organization or a statement that no such number has been issued: #2134325
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of Holdings:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VI. Corporate Offices of Holdings:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VII. Warehouses:
N/A
- VIII. Other Premises at which Collateral is Stored or Located:
N/A
- IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

SCHEDULE III-I
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING INDUSTRIES' COLLATERAL

- I. Industries' official name: Thermadyne Industries, Inc.
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Industries' state of incorporation or organization or a statement that no such number has been issued: #0893213
- IV. State or Incorporation or Organization: Corporation
- V. Chief Executive Office and principal place of business of Industries:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VI. Corporate Offices of Industries:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VII. Warehouses:
N/A
- VIII. Other Premises at which Collateral is Stored or Located:
N/A
- IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

SCHEDULE III-J
to
SECURITY AGREEMENT

Intentionally Deleted

SCHEDULE III-K
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING MECO HOLDING'S COLLATERAL

- I. MECO Holding's official name: MECO Holding Company
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by MECO Holding's state of incorporation or organization or a statement that no such number has been issued: #2433588
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of MECO Holding:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VI. Corporate Offices of MECO Holding:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VII. Warehouses:
N/A
- VIII. Other Premises at which Collateral is Stored or Located:
N/A
- IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

SCHEDULE III-L
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING PROTIP'S COLLATERAL

- I. ProTip's official name: ProTip Corporation
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by ProTip's state of incorporation or organization or a statement that no such number has been issued: #58239 1/2
- IV. State or Incorporation or Organization: Missouri
- V. Chief Executive Office and principal place of business of ProTip:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VI. Corporate Offices of ProTip:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VII. Warehouses:
N/A
- VIII. Other Premises at which Collateral is Stored or Located:
N/A
- IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

SCHEDULE III-M
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING C&G HOLDING'S COLLATERAL

- I. C&G Holding's official name: C&G Systems Holdings, Inc.
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by C&G Holding's state of incorporation or organization or a statement that no such number has been issued: #2484731
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of C&G Holding:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VI. Corporate Offices of C&G Holding's:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)
- VII. Warehouses:
N/A
- VIII. Other Premises at which Collateral is Stored or Located:
N/A
- IX. Locations of Records Concerning Collateral:
16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

SCHEDULE IV
to
SECURITY AGREEMENT

PATENTS, TRADEMARKS AND COPYRIGHTS

See Schedule 3.15 to Credit Agreement

SCHEDULE V
to
SECURITY AGREEMENT

COMMERCIAL TORT CLAIMS

None