

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
EFFECTIVE DATE:	04/26/2006

**CONVEYING PARTY DATA**

Name	Execution Date
GGB, Inc. (formerly Glacier Garlock Bearings Inc.)	04/26/2006

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	4867889

**CORRESPONDENCE DATA**

Fax Number: (404)522-8409  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-420-5574  
 Email: ovs@phrd.com  
 Correspondent Name: Oksana V. Sepich  
 Address Line 1: 285 Peachtree Center Avenue  
 Address Line 2: Suite 1500  
 Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1809.17
NAME OF SUBMITTER:	Jonathan E. Bush

Total Attachments: 28

**500098936**

**PATENT  
 REEL: 017537 FRAME: 0912**

**OP \$40.00 4867889**

source=\_0428123311\_001#page1.tif  
source=\_0428123311\_001#page2.tif  
source=\_0428123311\_001#page3.tif  
source=\_0428123311\_001#page4.tif  
source=\_0428123311\_001#page5.tif  
source=\_0428123311\_001#page6.tif  
source=\_0428123311\_001#page7.tif  
source=\_0428123311\_001#page8.tif  
source=\_0428123311\_001#page9.tif  
source=\_0428123311\_001#page10.tif  
source=\_0428123311\_001#page11.tif  
source=\_0428123311\_001#page12.tif  
source=\_0428123311\_001#page13.tif  
source=\_0428123311\_001#page14.tif  
source=\_0428123311\_001#page15.tif  
source=\_0428123311\_001#page16.tif  
source=\_0428123311\_001#page17.tif  
source=\_0428123311\_001#page18.tif  
source=\_0428123311\_001#page19.tif  
source=\_0428123311\_001#page20.tif  
source=\_0428123311\_001#page21.tif  
source=\_0428123311\_001#page22.tif  
source=\_0428123311\_001#page23.tif  
source=\_0428123311\_001#page24.tif  
source=\_0428123311\_001#page25.tif  
source=\_0428123311\_001#page26.tif  
source=\_0428123311\_001#page27.tif  
source=\_0428123311\_001#page28.tif

**AMENDED, RESTATED AND CONSOLIDATED**  
**PATENT SECURITY AGREEMENT**

**THIS AMENDED, RESTATED AND CONSOLIDATED PATENT SECURITY AGREEMENT**, dated as of April 26, 2006 (together with all amendments, if any, from time to time hereto, this "Agreement"), among each of the parties named as a Debtor on the signature pages hereto (individually, a "Debtor" and collectively, the "Debtors") and **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as collateral and administrative agent (together with its successors in such capacity, the "Agent") for the Secured Parties (as defined in the Loan Agreement (defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 16, 2002 by and among Coltec Industries Inc, a Pennsylvania corporation ("Coltec"), Coltec Industrial Products LLC, a Delaware limited liability company ("CIP"), Garlock Sealing Technologies LLC, a Delaware limited liability company ("Garlock Sealing"), GGB LLC (formerly Garlock Bearings LLC), a Delaware limited liability company ("GGB LLC"), HTCI, Inc. (formerly Haber Tool Company, Inc.), a Michigan corporation ("HTCI"), Corrosion Control Corporation, a Colorado corporation ("CCC"), and Stemco LP, a Texas limited partnership ("Stemco LP (TX)"; Coltec, CIP, Garlock Sealing, GGB LLC, HTCI, CCC and Stemco LP (TX) each individually referred to herein as an "Original Borrower" and collectively as "Original Borrowers"), the Agent and the various financial institutions party thereto from time to time (the "Original Lenders") (including all annexes, exhibits and schedules thereto, as at any time amended, restated, modified, or supplemented prior to the date hereof, including by means of any joinder agreements, the "Original Loan Agreement"), the Original Lenders agreed to make loans to, and issue letters of credit on behalf of Original Borrowers;

WHEREAS, in connection with the Original Loan Agreement, (i) EnPro Industries, Inc., a North Carolina corporation ("Parent"), executed and delivered that certain Parent Guarantee dated as of May 31, 2002 in favor of the Agent and the Original Lenders (as at any time amended, restated, modified, or supplemented prior to the date hereof, the "Original Parent Guarantee"), pursuant to which Parent unconditionally guaranteed to the Agent and the Original Lenders the payment and performance of all of the "Guaranteed Obligations" (as defined therein); (ii) QFM Sales and Services, Inc., a Delaware corporation ("QFM"), Coltec International Services Co, a Delaware corporation ("Coltec International"), Garrison Litigation Management Group, Ltd., a Delaware corporation ("Garrison"), GGB, Inc. (formerly Glacier Garlock Bearings Inc.), a Delaware corporation ("GGB Inc."), Garlock International Inc, a Delaware corporation ("Garlock International"), Stemco Delaware LP, a Delaware limited partnership (successor to Stemco LLC, a Delaware limited liability company)("Stemco LP (DE)"), Garlock Overseas Corporation, a Delaware corporation ("Garlock Overseas"), Stemco Holdings, Inc., a Delaware corporation ("Stemco Holdings"), and Stemco Holdings Delaware, Inc., a Delaware corporation ("Stemco Holdings Delaware"; QFM, Coltec International, Garrison, GGB Inc., Garlock International, Stemco LP (DE), Garlock Overseas, Stemco Holdings and Stemco Holdings Delaware each individually referred to herein as a "Subsidiary Guarantor" and collectively as "Subsidiary Guarantors") executed and delivered that certain Subsidiary Guarantee dated as of May 31, 2002 in favor of the Agent and the Original Lenders (as at any time amended, restated, modified, or supplemented prior to the date hereof, including by means of any joinder agreements, the "Original Subsidiary Guarantee"),

pursuant to which the Subsidiary Guarantors jointly and severally unconditionally guaranteed to the Agent and the Original Lenders the payment and performance of all of the "Guaranteed Obligations" (as defined therein); and (iii) Original Borrowers, Parent, and the Subsidiary Guarantors executed and delivered that certain Security Agreement dated as of May 16, 2002 in favor of the Agent for the benefit of itself and the Original Lenders (as at any time amended, restated, modified, or supplemented prior to the date hereof, including by means of any joinder agreements, the "Original Security Agreement"), pursuant to which Original Borrowers, Parent and the Subsidiary Guarantors granted to the Agent for the benefit of itself and the Original Lenders a security interest in all of the collateral described therein as security for all of the "Obligations" (as defined therein);

WHEREAS, in order to induce the Agent and the Original Lenders to enter into the Original Loan Agreement and the other Loan Documents (as defined in the Original Loan Agreement), and to induce the Original Lenders to make loans and issue letters of credit as provided for in the Original Loan Agreement, each of Coltec, CIP, Garlock Sealing, GGB LLC, GGB Inc. and Stemco LP (DE) (collectively, the "Original Debtors") entered into Patent Security Agreements dated as of May 31, 2002 in favor of the Agent, CCC entered into a Patent Security Agreement dated as of November 14, 2003 in favor of the Agent, and Stemco LP (TX) entered into a Patent Security Agreement dated as of March 11, 2005 in favor of the Agent (such Patent Security Agreements collectively referred to herein, including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Original Patent Agreements"), and pursuant thereto each of the Original Debtors agreed to grant to the Agent for the benefit of itself and the Original Lenders a security interest in all of the "Collateral" (as defined in the Original Patent Agreements) in order to secure the "Secured Obligations" (as defined in the Original Patent Agreements);

WHEREAS, Coltec, CIP, Garlock Sealing, GGB LLC, CCC and Stemco LP (TX) (each individually referred to herein as "Borrower" and collectively as "Borrowers"), Parent and Subsidiary Guarantors, the Agent and the various financial institutions party thereto from time to time ("Lenders") have entered into that certain Amended and Restated Loan and Security Agreement dated as of even date herewith (as at any time amended, restated, modified or supplemented, the "Loan Agreement"), which Loan Agreement amends and restates both the Original Loan Agreement and the Original Security Agreement;

WHEREAS, in connection with the Loan Agreement, (i) Parent has executed and delivered that certain Amended and Restated Parent Guarantee dated as of the date hereof in favor of the Agent for the benefit of the Secured Parties (as at any time amended, restated, modified, or supplemented prior to the date hereof, the "Parent Guarantee"), which amends and restates the Original Parent Guarantee; and (ii) Subsidiary Guarantors have executed and delivered that certain Amended and Restated Subsidiary Guarantee dated as of the date hereof in favor of the Agent for the benefit of the Secured Parties (as at any time amended, restated, modified, or supplemented prior to the date hereof, including by means of any joinder agreements, the "Subsidiary Guarantee"), which amends and restates the Original Subsidiary Guarantee;

WHEREAS, it is a condition to the Agent's and the Lenders' willingness to make loans and other financial accommodations to or for the benefit of the Borrowers under the Loan Agreement that Debtors agree to enter into this Agreement and to amend, restate and consolidate the Original Patent Agreements in their entireties as hereinafter set forth; and

WHEREAS, in consideration for, among other things, the execution and delivery of the Loan Agreement by the Agent and the Lenders, and to secure the full and prompt payment and performance of all of the Obligations (as defined in the Loan Agreement), the parties hereto agree that each of the Original Patent Agreements is hereby amended, restated and consolidated in its entirety by this Agreement, and each Debtor agrees to grant a first priority security interest to the Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), in and to the Collateral described herein, and each of the Original Debtors agrees to ratify, renew and continue its prior grant of a security interest in and to such Collateral, in each case in order to ensure and secure the prompt payment and performance of the Secured Obligations (as defined herein) all on the terms set forth herein.

### 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, the parties hereto agree to enter into this Agreement and to amend, restate and consolidate the Original Patent Agreements as follows:

1. Definitions. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Loan Agreement.

2. Creation of Security Interest. In order to secure the payment of all Obligations and all liabilities of Debtors under the Loan Agreement, the Parent Guarantee, the Subsidiary Guarantee and the other Loan Documents, as applicable (collectively, the "Secured Obligations"), each Debtor hereby grants, assigns and conveys to Agent for the benefit of the Secured Parties a security interest in all of such Debtor's right, title and interest in and to its respective portion of the collateral described in Section 3 herein (the "Collateral").

In addition to the foregoing, each of the Original Debtors hereby ratifies, reaffirms, renews and continues its prior grant of a security interest in favor of Agent, for the benefit of the Secured Parties, in all of the Collateral described in the Original Patent Agreements.

3. Collateral. The Collateral is:

(a) all of each Debtor's United States patents, United States patent registrations and United States patent applications, including, without limitation, the patents and patent applications listed on Schedule A attached hereto and made a part hereof, and the innovations and improvements described and claimed therein, and United States patentable inventions, and (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding to such United States patents, United States patent registrations and United States patent applications throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Patents"); and

(b) any and all rights now owned or hereafter acquired by any Debtor under any written agreement granting any exclusive right to use any other Person's United States patents or United States patent applications ("Patent Licenses"), including those listed on Schedule B attached hereto, to the extent permitted thereunder; and

(c) all accessions to, substitutions for and replacements, products and proceeds of any of the foregoing.

Notwithstanding the foregoing, the collateral security granted by Debtors pursuant to this Section 2 shall exclude rights under (but not excluding proceeds of) any Patent Licenses that contain an enforceable restriction on the applicable Debtor's right to grant the security interest to the Agent contemplated by this Agreement, unless and until such Debtor shall have obtained consent from the relevant party or parties thereto to the grant of such security interest.

4. Restrictions on Future Agreements. Unless otherwise permitted by the Loan Agreement, until the Secured Obligations (other than Contingent Obligations that survive the termination of the Loan Documents) have been paid or performed in full and the Lenders' Commitments have terminated (the date on which such Secured Obligations have been paid or performed in full and the Lenders' Commitments have terminated is hereinafter referred to as the "Termination Date"), no Debtor shall, without Agent's prior written consent, which consent shall not be unreasonably withheld, (a) enter into any agreement, including, without limitation, any license agreement, that violates such Debtor's obligations under this Agreement and the other Loan Documents to which such Debtor is a party, (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any material Patent), that would affect in any material respect the validity or enforceability of the rights transferred to Agent or any of the other Secured Parties under this Agreement, or (c) enter into any other contractual obligations (excluding licenses of Patents granted by such Debtor in the Ordinary Course of Business) which would reasonably be expected to restrict or inhibit in any material respect Agent's rights to sell or otherwise dispose of the Patents or any part thereof during the existence of an Event of Default.

5. New Patents. Each Debtor represents and warrants that the Patents listed on Schedule A constitute all of the patents and patent applications which are as of the date hereof owned by or are pending on behalf of such Debtor in the United States. If, before the Secured Obligations shall have been satisfied in full, any Debtor shall (i) (a) obtain any registration or apply for any registration for patents after the date hereof in the United States Patent and Trademark Office or (b) obtain rights (other than as a non-exclusive licensee) to any U.S. registered patents used in the United States, or (ii) (a) become entitled to the benefit (other than as a non-exclusive licensee) of any patent application, patent, or patent registration in the United States or any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent in the United States or (b) become entitled to the benefit (other than as a non-exclusive licensee) of any U.S. registered patents used in the United States, the provisions of Section 2 shall automatically apply thereto and each such Debtor shall give to Agent prompt written notice thereof. Each Debtor hereby authorizes Agent to modify this Agreement by amending Schedule A and B to include any future patents, patent registrations, and patent applications that are Patents, as applicable, under Section 3 or under this Section 5. Each Debtor agrees to give Agent prompt written notice within forty-five (45) days after the end of each of its fiscal quarters of all new exclusive Patent Licenses and patent applications for registration in the United States Patent and Trademark Office and to execute amendments and provide new schedules as Agent shall request.

6. Additional Representations and Warranties. Each Debtor hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided herein or permitted by the Loan Agreement, such Debtor is and will continue to be the owner of all its right, title and interest in the Patents so long as the Patents shall continue in force, free from any lien in favor of any person or entity, including, without limitation, group rights and covenants by such Debtor not to sue third parties.

(b) Such Debtor has the full right and power to enter into this Agreement and perform the terms thereof.

(c) Except as otherwise provided herein or permitted by the Loan Agreement and except for licenses of Patents granted by such Debtor in the Ordinary Course of Business, such Debtor has not made any previous assignment, transfer or agreements in conflict herewith in any material respect or constituting a present or future assignment, transfer, or encumbrance on any of the Patents.

(d) Such Debtor will not execute nor authorize for filing in any public office any financing statement or other document or instruments evidencing or giving notice of liens affecting the Patents (other than filings pursuant to the Loan Documents or permitted thereby) at any time prior to the Termination Date.

(e) To the best of such Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Patents or Patent Licenses which would materially and adversely affect the fair market value of the Collateral or the material benefits of this Agreement granted to Agent or any of the other Secured Parties, including, without limitation, the remedies of Agent hereunder. Debtors have advised Agent of their patent monitoring and enforcement practices, and each Debtor will continue to maintain monitoring and enforcement practices which fully and adequately protect the Patents in accordance with reasonable business practices.

(f) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, except for (i) any failure to be subsisting, or (ii) any judgment, that, in either case, does not materially and adversely affect Agent or any of the other Secured Parties or otherwise materially affect the manufacture, processing, production, sale or disposition of any material portion of such Debtor's inventory.

(g) To the best of such Debtor's knowledge, each of such Debtor's Patents is valid and enforceable, except where any failure to be valid or enforceable does not materially and adversely affect the Agent or the other Secured Parties or otherwise materially affect the manufacture, processing, production, sale or disposition of any material portion of such Debtor's inventory.

7. License; Royalties; Term. Each Debtor hereby grants to Agent for the ratable benefit of the Secured Parties a non-exclusive, assignable right and license, during the existence of an Event of Default, (i) under each of its Patents, and (ii) under any Patent License held by such Debtor with respect to patents owned by any person or entity other than such Debtor to the extent permitted under such Patent License, in each case to use such Patents and the patents subject to such Patent Licenses and to sell Collateral utilizing or incorporating any such Patents or patents subject to such Patent Licenses to the extent that such license is reasonably necessary to permit or to facilitate the collection, during the existence of an Event of Default, of any accounts of such Debtor or the disposition, during the existence of an Event of Default, of any Collateral (the "License"). The

License shall be without royalty or any other payments or fees by Agent or any of the other Secured Parties to any Debtor (unless otherwise provided for in any Patent License) and the permitted use by Agent thereunder (i) shall be worldwide and (ii) shall be limited only by those restrictions to which Debtors are subject under the Patents and Patent Licenses.

This Agreement shall terminate on the Termination Date and Agent shall promptly execute and deliver to Debtors all deeds, assignments and other instruments reasonably requested by Debtors as may be necessary or proper to re-vest in Debtors full title to such Collateral, subject to any disposition thereof which may have been made by Agent pursuant hereto. Such reassignment and redelivery shall be without warranty by or recourse to Agent or any of the other Secured Parties, and shall be at the expense of Debtors.

8. Duties of Debtors. Each Debtor shall, until the Termination Date, (i) prosecute (and to the extent such patents would have material economic value to such Debtor in its reasonable business judgment, diligently prosecute) in its reasonable business judgment, any patent application that is part of the Patents pending as of the date hereof or thereafter that relates to the manufacturing, processing, production, sale or disposition of any material portion of such Debtor's inventory, (ii) make application on United States unpatented but patentable inventions, as appropriate in such Debtor's reasonable business judgment and to the extent such patents would have material economic value to such Debtor in its reasonable business judgment, (iii) except as otherwise provided in the Loan Agreement, preserve and maintain all rights in patent applications, patents, and patent registrations that are part of the Patents, including, without limitation, the payment of maintenance fees, unless such Debtor determines in its reasonable business judgment that such rights do not have material economic value, (iv) not abandon any right to file a United States patent application nor any pending United States patent application if such Debtor determines in its reasonable business judgment that such patents would have material economic value, and (v) not abandon any given material Patent. Any expenses incurred in connection with the applications referred to in this Section 8 shall be borne by Debtors. Upon the request of the Agent, Debtors shall inform the Agent as to the status of any such applications or proceedings.

If any Debtor fails to comply with any of the foregoing duties, Agent may so comply in such Debtor's name to the extent permitted by law, but at Debtors' expense, and Debtors hereby agree to jointly and severally reimburse Agent in full for all reasonable out-of-pocket expenses, including the reasonable fees and disbursements of attorneys and paralegals incurred by Agent in protecting, defending and maintaining the Patents.

In the event that any Debtor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien prohibited hereby, or shall fail to comply with any other duty hereunder, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of such Debtor and all moneys so paid out shall be Secured Obligations of Debtors repayable on demand, together with interest at an interest rate equal to the highest rate permitted by Section 3.11 of the Loan Agreement.

Each Debtor shall take all commercially reasonable action necessary to preserve and maintain the validity, perfection and first priority of Agent's security interest granted herein in the Collateral, subject to Permitted Liens.

9. Agent's Right to Sue. During the existence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, and



any licenses thereunder, and, if Agent shall commence any such suit, each Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Debtors shall jointly and severally, indemnify and, upon demand, promptly reimburse Agent for all damages, costs and expenses, including attorneys' and paralegal fees and expenses, incurred by Agent in the exercise of its rights in bringing suit under this Section 9.

10. Waivers. No course of dealing among any of Debtors and Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any of the other Secured Parties, any right, power or privilege hereunder or under the Loan Agreement or any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. If any provision hereof shall render an otherwise valid Patent invalid or ineffective, then such provision shall be void ab initio to the extent that the validity or effectiveness of the Patent is thereby preserved and Debtors shall make suitable other valid arrangements to provide Agent and Lenders with equivalent protections to that intended hereby.

12. Amendments and Waivers. Except as set forth in Section 5 hereof, neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent. Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

13. Remedies. If any Event of Default shall have occurred and be continuing, Agent shall be entitled to exercise in respect of the Patents, in addition to other rights and remedies provided for herein, in the Loan Agreement or in any of the other Loan Documents or otherwise available to Agent, all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of North Carolina (the "UCC") whether or not the UCC applies to the Patents and also may (i) require Debtors to, and each Debtor hereby agrees that it will upon the request of Agent, forthwith, (A) execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all right, title and interest in and to the Patents, and (B) take such other action as Agent may request to effectuate the outright assignment of such Patents or to exercise, register or further perfect and protect Agent's rights and remedies with respect to such assigned Patents, and (ii) without notice except as specified below, sell the Patents or any part thereof in one or more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as are commercially reasonable. Each Debtor agrees that at least ten (10) days' prior notice to such Debtor of the time and place of any public sale or the time which any private sale is to be made shall constitute reasonable notification. Agent shall not be obligated to make any sale of the Patents regardless of notice of sale having been given. Agent may adjourn any public or

private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Agent or any of the other Secured Parties may purchase all or any part of the Patents at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may setoff the amount of such price against the Secured Obligations. The proceeds realized from the sale of any Patents shall be applied as set forth in Section 5.6 of the Loan Agreement. If any deficiency shall arise, Debtors shall remain jointly and severally liable to Agent and the other Secured Parties therefor to the extent provided in the Loan Documents. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Agent's security interest in the Patents until the Secured Obligations are fully paid. Each Debtor agrees that neither the Agent nor any of the other Secured Parties have any obligation to preserve rights to the Patents against any other parties.

14. Cumulative Remedies: Power of Attorney: Effect on the Loan Documents. All of Agent's rights and remedies with respect to the Patents, whether established hereby, by the Loan Agreement, or by any of the other Loan Documents, or by law, shall be cumulative and may be exercised singularly or concurrently. Each Debtor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Debtor's true and lawful attorney-in-fact, with power, during the existence of an Event of Default, to (a) endorse such Debtor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Patents including, without limitation, if such Debtor fails to execute and deliver within five (5) business days of Agent's request therefor the assignment substantially in the form of Exhibit A hereto, (b) take any other actions with respect to the Patents as Agent deems in the best interest of Agent, (c) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the Termination Date. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Parties under the Loan Agreement and the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

15. Notice. All notices, requests and demands hereunder shall be given in accordance with Section 15.9 of the Loan Agreement.

16. Binding Effect; Benefits of Agreement. This Agreement shall (i) be binding upon each Debtor and its successors and assigns and (ii) inure, together with the rights and remedies of Agent and the other Secured Parties hereunder, to the benefit of Agent and the other Secured Parties, and their respective successors, permitted transferees and permitted assigns. Without limiting the generality of the foregoing clause (ii) and subject to the provisions of the Loan Agreement, any of the Secured Parties may, assign or otherwise transfer any of the Secured Obligations and/or the "Obligations" as defined in the Loan Agreement to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to such Secured Parties herein or otherwise.

17. Authority of Agent. Agent shall have and be entitled to exercise all powers hereunder which are specifically delegated to Agent by the terms hereof, together with such powers as are reasonably incident thereto. Agent may perform any of its duties hereunder or in connection with the Patents by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Agent and its directors, officers,

employees, attorneys and agents shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Debtors agree to jointly and severally indemnify and hold harmless Agent and the other Secured Parties and any other person acting on behalf of Agent or any of the other Secured Parties from and against any and all reasonable out-of-pocket costs and expenses, including reasonable fees and expenses of attorneys and paralegals, claims or liability incurred by Agent or any of the other Secured Parties or any such person hereunder, except to the extent any such claim or liability shall be due to willful misconduct or gross negligence on the part of Agent, the other Secured Parties or any such person subject to such claim or liability.

18. Waiver. To the fullest extent it may lawfully so agree, each Debtor agrees that it will not at any time insist upon, claim, plead, or take any benefit or advantage of any appraisalment, valuation, stay, extension, moratorium, redemption or similar law now or hereafter in force in order to prevent, delay, or hinder the enforcement hereof or the absolute sale of any part of the Patents. Each Debtor for itself and all who claim through it, so far as it or they now or hereafter lawfully may do so, hereby waives the benefit of all such laws, and all right to have the Patents marshaled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Agreement may order the sale of the Patents as an entirety. Without limiting the generality of the foregoing, each Debtor hereby: (i) authorizes Agent in its sole discretion and without notice to or demand upon such Debtor and without otherwise affecting the obligations of any Debtor hereunder from time to time to take and hold other collateral (in addition to the Patents) for payment of the Secured Obligations, or any part thereof and to exchange, enforce or release such other collateral or any part thereof and to accept and hold any endorsement or guarantee of payment of the Secured Obligations, or any part thereof and to release or substitute any endorser or guarantor or any other person or entity granting security for or in any other way obligated upon any Secured Obligations or any part thereof, and (ii) waives and releases any and all right to require Agent to collect any of the Secured Obligations from any specific item or items of the Patents or from any other party liable as guarantor or in any other manner in respect of any of the Secured Obligations or from any collateral (other than the Patents) for any of the Secured Obligations.

19. Interpretation of Agreement. Time is of the essence of each provision of this Agreement of which time is an element. All terms not defined herein shall have the meaning set forth in the UCC, except where the context otherwise requires.

20. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Agent or any of the other Secured Parties in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by Agent or any of the Secured Parties upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Debtor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

21. Final Expression. This Agreement, together with the other Loan Documents, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

22. Survival of Provisions. All representations, warranties and covenants of Debtors contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the Termination Date.

23. Termination of Agreement. This Agreement shall terminate upon the Termination Date. At such time, Agent shall, at the request of Debtors, reassign and redeliver to Debtors all of the collateral of Debtors hereunder which has not been sold, disposed of, retained or applied by Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to Agent, except as to the absence of any prior assignments by Agent of its interest in the Collateral, and shall be at the expense of Debtors.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

25. GOVERNING LAW: SUBMISSION TO JURISDICTION: WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

(a) THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NORTH CAROLINA (BUT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES), PROVIDED THAT AGENT SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN ANY UNITED STATES FEDERAL COURT SITTING IN OR WITH DIRECT OR INDIRECT JURISDICTION OVER THE WESTERN DISTRICT OF NORTH CAROLINA OR IN ANY NORTH CAROLINA STATE COURT SITTING IN MECKLENBURG COUNTY, NORTH CAROLINA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF DEBTORS AND AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF DEBTORS AND AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING: (1) AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY DEBTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS, AND (2) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

(c) EACH OF DEBTORS HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO SUCH DEBTOR AT ITS ADDRESS SET FORTH HEREIN AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) BUSINESS DAYS AFTER THE SAME SHALL HAVE

BEEN SO DEPOSITED IN THE U.S. MAILS POSTAGE PREPAID. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF AGENT TO SERVE LEGAL PROCESS BY ANY OTHER MANNER PERMITTED BY LAW.

(d) EACH OF DEBTORS AND AGENT IRREVOCABLY WAIVES THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH OF DEBTORS AND AGENT AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

(e) AGENT AND THE OTHER SECURED PARTIES SHALL NOT HAVE ANY LIABILITY TO ANY DEBTOR (WHETHER IN TORT, CONTRACT, EQUITY OR OTHERWISE) FOR LOSSES SUFFERED BY SUCH DEBTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION HEREWITH, UNLESS IT IS DETERMINED THAT THE LOSSES WERE THE RESULT OF ACTS OR OMISSIONS BY AGENT AND THE OTHER SECURED PARTIES CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN ANY SUCH LITIGATION, AGENT AND THE OTHER SECURED PARTIES SHALL BE ENTITLED TO THE BENEFIT OF THE REBUTTABLE PRESUMPTION THAT THEY ACTED IN GOOD FAITH AND WITH THE EXERCISE OF ORDINARY CARE IN THEIR PERFORMANCE OF THE TERMS OF THIS AGREEMENT.

(f) EXCEPT FOR RIGHTS OF NOTICE WHICH ARE EXPRESSLY PROVIDED FOR HEREIN, EACH OF DEBTORS HEREBY EXPRESSLY WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE OF RIGHTS BY AGENT DURING THE EXISTENCE OF AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS. EACH OF DEBTORS WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF AGENT IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF AGENT, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AMONG ANY OF DEBTORS AND SECURED PARTIES.

26. Amendment and Restatement.

(a) This Agreement amends, restates and consolidates the Original Patent Agreements. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Original Patent Agreements and the agreements, documents and instruments executed and delivered in connection with the Original Patent Agreements (collectively, the "Original Patent Documents") are hereby renewed, amended, restated and superseded in their entirety according to the terms and provisions set forth in this Agreement and the other Loan Documents. This Agreement does not constitute, nor shall it result in, a waiver of, or release, discharge or forgiveness of, any amount payable pursuant to the Original Patent Documents or any indebtedness, liabilities or obligations of any Debtor thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement and the other Loan Documents. Neither this Agreement nor any of the other Loan Documents extinguishes the indebtedness or liabilities outstanding in connection with the Original Patent Documents, nor do they constitute a novation with respect thereto.

(b) All security interests, pledges, assignments, and other Liens previously granted by each Debtor pursuant to the Original Patent Documents are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Secured Obligations.

[Next page is signature page]

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed and delivered as of the day and year first above written.

**COLTEC INDUSTRIES INC**

By: Robert D. Rehley  
Robert D. Rehley, Treasurer

**COLTEC INDUSTRIAL PRODUCTS LLC**

By: Robert D. Rehley  
Robert D. Rehley, Treasurer

**GARLOCK SEALING TECHNOLOGIES LLC**

By: John R. Mayo  
John R. Mayo, Vice President and Secretary

**GGB LLC**

By: Robert D. Rehley  
Robert D. Rehley, Treasurer

**CORROSION CONTROL CORPORATION**

By: Robert D. Rehley  
Robert D. Rehley, Treasurer

**STEMCO LP**

By: Robert D. Rehley  
Robert D. Rehley, Treasurer

**ENPRO INDUSTRIES, INC.**

By: \_\_\_\_\_

Robert D. Rehley, Vice President and  
Treasurer

**QFM SALES AND SERVICES, INC.**

By: \_\_\_\_\_

Robert D. Rehley, Treasurer

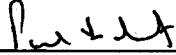
**COLTEC INTERNATIONAL SERVICES CO.**

By: \_\_\_\_\_

Robert D. Rehley, Treasurer

**GARRISON LITIGATION MANAGEMENT  
GROUP, LTD.**

By: \_\_\_\_\_

  
Paul L. Grant, President

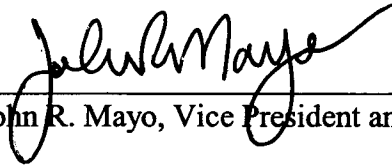
**GGB, INC.**

By: \_\_\_\_\_

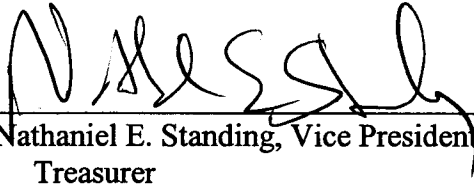
Robert D. Rehley, Treasurer



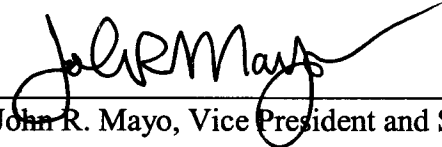
**GARLOCK INTERNATIONAL, INC.**

By:   
John R. Mayo, Vice President and Secretary

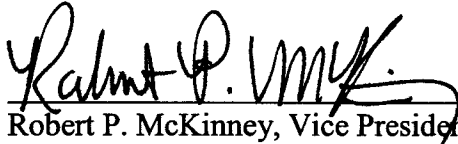
**STEMCO DELAWARE LP**

By:   
Nathaniel E. Standing, Vice President and  
Treasurer

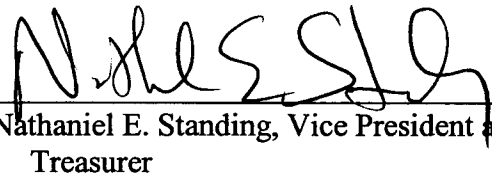
**GARLOCK OVERSEAS CORPORATION**

By:   
John R. Mayo, Vice President and Secretary

**STEMCO HOLDINGS, INC.**

By:   
Robert P. McKinney, Vice President

**STEMCO HOLDINGS DELAWARE, INC.**

By:   
Nathaniel E. Standing, Vice President and  
Treasurer

By acceptance hereof as of the day and year first written above, Agent on behalf of the Secured Parties agrees to be bound by the provisions hereof.

**BANK OF AMERICA, N.A., as Agent**

By: Andrew P. Doherty  
Name: Andrew Doherty  
Title: Senior Vice President

SCHEDULE A

TO

AMENDED, RESTATED AND CONSOLIDATED PATENT SECURITY AGREEMENT

<u>PATENT</u>	<u>OWNER</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>DATE OF ISSUANCE/ FILING</u>
Method of Manufacturing Non-Slip Thread Rolling Dies	Coltec Industries Inc	4,793,219	12/27/88
Cam Sections for a "V" Type Diesel Engine	Coltec Industries Inc	5,287,840	02/22/94
Fuel Supply System w/High Turn Down Ratio	Coltec Industries Inc	5,297,520	03/29/94
Automated Catalytic Reduction System	Coltec Industries Inc	5,367,875	11/29/94
System and Methods for Controlling Rotary Screw Compressors	Coltec Industries Inc	5,713,724	02/03/98
Floating Wrist Pin Coupling for a Piston Assembly	Coltec Industries Inc	5,850,777	12/22/98
Valve System for Capacity Control of a Screw Compressor and Method of Manufacturing Such Valves	Coltec Industries Inc	RE 36,281	08/24/99
Method of Manufacturing Valve System for Capacity Control of a Screw Compressor	Coltec Industries Inc	RE 36,274	08/24/99
Method and Apparatus for Adjusting the Rotors of a Rotary Screw Compressor	Coltec Industries Inc	6,027,322	02/22/00
System and Methods for Controlling Rotary Screw Compressors	Coltec Industries Inc	6,077,051	06/22/00
Compressor System and Method Having a Control System For Protecting The System From Damage	Coltec Industries Inc	6,102,665	08/15/00
System and Methods for Controlling Rotary Screw Compressors	Coltec Industries Inc	6,244,824	06/12/01
Multi-Stage Blowdown Valve	Coltec Industries Inc	6,371,731	04/16/02

<u>PATENT</u>	<u>OWNER</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>DATE OF ISSUANCE/ FILING</u>
System and Method for Controlling Rotary Screw Compressors	Coltec Industries Inc	6,450,771	09/17/02
Compressor System and Method and Control For Same	Coltec Industries Inc	6,471,486	10/29/02
Multistage Blow-Down Valve for a Compressor System	Coltec Industries Inc	6,478,546	11/12/02
Recording and Controlling Pneumatic Profiles	Coltec Industries Inc	6,519,938	02/18/03
Systems and Methods for Remotely Controlling a Machine	Coltec Industries Inc	6,529,590	03/04/03
Systems and Methods for Controlling Rotary Screw Compressors	Coltec Industries Inc	6,533,552	03/18/03
Curved Side Oil or Fluid Separator Element	Coltec Industries Inc	6,916,353	07/12/05
Multi-Layer Cylinder Head Gasket with Resilient Seal	Coltec Industries Inc	10/996,963	11/24/04
Method and System for Rating the Efficiency of a Compressed Air System	Coltec Industries Inc	11/135,127	5/23/05
Laser Markable Polytetrafluethylene Resin Material and Method of Making	Coltec Industrial Products LLC	5,501,827	03/26/96
Process for Producing Filled Polytetrafluorethylene Resin Composite Materials and Products	Coltec Industrial Products LLC	5,697,390	12/16/97
Fire-Resistant Flange Spacer	Coltec Industrial Products LLC	6,484,749	11/26/02
A Valve for Sensing At Least One Condition Within A Compressor	Coltec Industrial Products LLC	6,485,265	11/26/02
Profiled Plate Valve	Coltec Industrial Products LLC	6,510,868	01/28/03
Method of Manufacturing a PTFE Preform Using Thermal Fusion	Coltec Industrial Products LLC	6,743,511	06/01/04

<u>PATENT</u>	<u>OWNER</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>DATE OF ISSUANCE/ FILING</u>
Abrasion Resistant Polytetrafluoroethylene Tape	Coltec Industrial Products LLC	7,008,989	03/07/06
Multifunction Multilayer PTFE Tape and Method of Manufacture	Coltec Industrial Products LLC	11/144,164	06/03/05
Rotary Shaft Bearing Isolator Seal	Garlock Sealing Technologies LLC	4,817,966	04/04/89
Rotary Shaft Bearing Isolator Seal	Garlock Sealing Technologies LLC	4,852,890	08/01/89
High Temperature Compressed Non-Asbestos Sheet	Garlock Sealing Technologies LLC	4,859,526	08/22/89
High Compressibility Gasket Material	Garlock Sealing Technologies LLC	4,900,629	02/13/90
Fabrication of Reinforced PTFE Gasketing Material	Garlock Sealing Technologies LLC	4,913,951	04/03/90
Welding of Filled Sintered PTFE	Garlock Sealing Technologies LLC	4,990,296	02/05/91
Fiber Impregnation Process	Garlock Sealing Technologies LLC	4,994,303	02/19/91
Shaft Seal With Controlled Porosity Elements	Garlock Sealing Technologies LLC	5,480,161	01/02/96
Flowing Arch Expansion Joint Using FEP	Garlock Sealing Technologies LLC	5,484,173	01/16/96
Tandem Seal Gasket Assembly	Garlock Sealing Technologies LLC	5,511,797	04/30/96
Seals With Particle Exclusion Means	Garlock Sealing Technologies LLC	5,533,737	07/09/96
Compressed Non-Asbestos Gasketing	Garlock Sealing Technologies LLC	5,603,513	02/18/97
Compact Five Ring Stuffing Box Packing Assembly	Garlock Sealing Technologies LLC	5,806,858	09/15/98
Labyrinth Sealing Device and Method Of Assembly	Garlock Sealing Technologies LLC	5,908,195	06/01/99
Anti-Buckling Spiral Wound Gasket	Garlock Sealing Technologies LLC	5,964,468	10/12/99
Labyrinth Sealing Device and Method of Assembly	Garlock Sealing Technologies LLC	6,015,153	01/18/00
Stuffing Box Packing Assembly	Garlock Sealing Technologies LLC	6,182,974	02/06/01
Forged Valve Packing Set	Garlock Sealing Technologies LLC	6,273,431	08/14/01

<u>PATENT</u>	<u>OWNER</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>DATE OF ISSUANCE/ FILING</u>
Rotary Shaft Bearing Isolator Seal	Garlock Sealing Technologies LLC	6,390,477	05/21/02
Flexible Multi-Layer Gasketing Product	Garlock Sealing Technologies LLC	6,399,204	06/04/02
Labyrinth Sealing Device Having a Grease Purgeable System	Garlock Sealing Technologies LLC	6,471,215	10/29/02
Resilient Metallic Gasket	Garlock Sealing Technologies LLC	6,536,778	03/25/03
Lubricant Monitoring System <sup>1</sup>	Garlock Sealing Technologies LLC	6,776,261	08/17/04
Labyrinth Grease Hub Seal	Garlock Sealing Technologies LLC	6,834,859	12/28/04
Seal Retainer	Garlock Sealing Technologies LLC	6,945,539	09/20/05
Composite Plastic Material	Garlock Sealing Technologies LLC	10/846,134	05/14/04
Corrugated Gasket Core With Profiled Surface	Garlock Sealing Technologies LLC	10/996,842	11/24/04
Gasket of Non-Rounded Shape With Installation Aids	Garlock Sealing Technologies LLC	11/005,639	12/06/04
Staked Retention of Spiral Windings For Spiral Wound	Garlock Sealing Technologies LLC	11/079,107	03/15/05
Gaskets Gasket Material	Garlock Sealing Technologies LLC	11/100,776	04/07/05
Unitizing Element and Method for Assembling a Seal	Garlock Sealing Technologies LLC	11/297,489	12/09/05
Bearing Isolator with Porous Seal	Garlock Sealing Technologies LLC	60/712,329	08/30/05
Two-Piece Sealing Device	Garlock Sealing Technologies LLC	60/716,284	09/12/05
Seal Configuration	Garlock Sealing Technologies LLC	60/762,140	01/26/06
Unitized Seal with Unitized Joint Remote from Seal Lip	Stemco LP	5,004,248	04/02/91
Unitized Wheel Hub and Bearing Assembly	Stemco LP	5,328,275	07/12/94

<sup>1</sup> Jointly owned with Rosemount Aerospace and Stemco LP.

<u>PATENT</u>	<u>OWNER</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>DATE OF ISSUANCE/ FILING</u>
Resin-Based Friction Material Comprising Aramid, Acrylic and Carbon Fibers In a Phenolic Resin Binder	Stemco LP	5,478,642	12/26/95
Hubcap with Vented Closure	Stemco LP	5,752,746	05/19/98
Vented Hubcap	Stemco LP	5,785,390	07/28/98
Contaminant Excluding Hubcap Vent Plug	Stemco LP	5,860,708	01/19/99
Unitized Wheel Hub And Bearing Assembly With Lubricant Distributing Vanes	Stemco LP	5,904,427	05/18/99
Hub Seal With Machinable Thrust Ring	Stemco LP	5,997,005	12/07/99
Hub Seal with Low Installation Load And Rotation Prevention Structure	Stemco LP	6,158,743	12/12/00
Hub Seal With Machinable Thrust Ring and Lay-Down Sealing Lip	Stemco LP	6,170,833	01/09/01
Lubricant Distributing Vanes for Unitized Wheel Hub and Bearing Assembly	Stemco LP	6,200,037	03/13/01
Low Torque Seal Assembly With Open Cell Filter Media (Joint w/ Timken)	Stemco LP	6,722,657	04/20/04
Lubricant Monitoring System <sup>2</sup>	Stemco LP	6,776,261	08/17/04
Highly Viscous Fluid Filled Path Labyrinth Seal	Stemco LP	6,845,986	01/25/05
Electronic Hubodometer	Stemco LP	6,940,940	09/06/05
Remote Communication Device and System For Communication	Stemco LP	10/861,119	06/04/04
System and Method for Optimizing Power Usage In a Radio Frequency Communication Device	Stemco LP	10/900,914	07/28/04
Gravity Based Brake Stroke Sensor	Stemco LP	11/201,009	08/10/05
Keeper Paddle	Stemco LP	11/312,667	12/20/05
On-Board Truck Scale	Stemco LP	60/771,479	02/09/06

<sup>2</sup> Jointly owned with Rosemount Aerospace and Garlock Sealing Technologies LLC.

<u>PATENT</u>	<u>OWNER</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>DATE OF ISSUANCE/ FILING</u>
Composite Bearings Having Improved Wear Life	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	4,867,889	09/09/89
Bearing Material	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	5,416,154	05/16/95
Plain Bearing Material	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	5,665,825	09/09/97
Improved Bearing Assembly	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	6,416,226	07/09/02
Suspension Struts	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	5,765,666	06/16/98
Plain Bearing With Polytetrafluoroethylene-Based Lining	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	5,911,514	06/15/99
Bearing Assembly	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	6,139,190	10/31/00
Bearing Assembly and Manufacturing Method	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	6,272,751	08/14/01
Method of Forming A Bearing	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	6,289,590	09/18/01
Plain Bearing Structure	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	6,296,392	10/02/01
Manufacture of Plain Bearings	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	6,425,977	07/03/02
Bearing Material	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	6,461,679	10/08/02
Plain Bearing Structure	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	6,478,468	11/12/02
Manufacture of Plain Bearings	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	6,485,608	11/26/02
Bearing Assembly and Manufacturing Method	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	6,688,768	02/10/04
Flanged Bushes and Methods for the Manufacture Thereof	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	10/468,023	08/24/03
Composite Bearings	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	10/829,771	04/22/04
Boreable Plain Bearing Material	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	10/792,429	03/03/04
Bearing With Integral Seal	GGB, Inc. (f/k/a Glacier Garlock Bearings, Inc.)	11/047,444	01/31/05
Dielectric Pipe Flange Gasket	Corrosion Control Corporation	4,776,600	10/11/88



<u>PATENT</u>	<u>OWNER</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>DATE OF ISSUANCE/ FILING</u>
Isolation Gasket for Critical Service Flow Line Applications	Corrosion Control Corporation	5,316,320	05/31/94
Protective Seal For Use In Fluid Flow Lines And Method Therefor	Corrosion Control Corporation	5,427,386	06/27/95
Seal Device For Flow Line Applications	Corrosion Control Corporation	5,518,257	05/21/96
Tandem Seal Device For Flow Line Applications	Corrosion Control Corporation	5,564,715	10/15/96
Increased Pressure Fluid Carrying Pipeline System and Method Therefor	Corrosion Control Corporation	5,938,246	08/17/99
Seal Device	Corrosion Control Corporation	11/073,443	03/07/05

SCHEDULE B

TO

AMENDED, RESTATED AND CONSOLIDATED PATENT SECURITY AGREEMENT

PATENT LICENSES

1. License Agreement, dated January 9, 1995, between MAN B&W Diesel Aktiengesellschaft and Coltec Industries Inc regarding MAN B&W 4-stroke Diesel and dual fuel engines.
2. License Agreement, dated April 20, 1983, between Societe D'Etudes De Machines Thermiques and Colt Industries Operating Corp, Fairbanks Morse Engine Division regarding Type "PC" SEMT-PIELSTICK Engines.
3. License Agreement, dated November 30, 2004 between Ashbridge & Roseburgh, Inc. and Garlock Sealing Technologies LLC regarding replaceable lip seal technology and related patent applications.
4. License to use specified patents and technical information pursuant to the License Agreement, dated as of May 1, 1987, between Svenska Rotor Maskiner Akteibolag and Quincy Compressor Division of Coltec Industries Inc.
5. License Agreement dated June 26, 2003 between Alien Technology Corporation and Stemco LLC relating to RFID technology and patents.

EXHIBIT A

FORM OF ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS ("Assignment") is made as of \_\_\_\_\_, 20\_\_\_\_ by and between [\_\_\_\_\_] ("Assignor"), in favor of **BANK OF AMERICA, N.A.**, having an office at [\_\_\_\_\_] as collateral and administrative agent (together with its successors in such capacity, "Assignee") for Secured Parties (as defined in the Agreement (defined below)).

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Amended, Restated and Consolidated Patent Security Agreement dated as of \_\_\_\_\_, 2006 made by Assignor and the other debtors named therein to Assignee (the "Agreement") providing that under certain conditions specified therein Assignor shall execute this Assignment; and

WHEREAS, the aforementioned conditions have been fulfilled;

NOW THEREFORE, Assignor hereby agrees as follows:

1. Assignment of Patents. Assignor hereby grants to Assignee for the benefit of Secured Parties Assignor's entire right, title and interest in and to (a) the United States patents, United States patent registrations and United States patent applications listed on Schedule A attached hereto and made a part hereof, and the innovations and improvements described and claimed therein, and United States patentable inventions, and (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding to such United States patents, United States patent registrations and United States patent applications (all of the foregoing patents and patent applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Patents"), (b) any and all rights now owned or hereafter acquired by Assignor under any written agreement granting any exclusive right to use any other Person's United States patents or United States patent applications ("Patent Licenses"), including those listed on Schedule B attached hereto, to the extent permitted thereunder; and (c) all accessions to, substitutions for and replacements, products and proceeds of any of the foregoing. The Patents, Patent Licenses and other collateral described above are collectively referred to herein as the "Collateral".

2. Representations and Warranties. Assignor represents and warrants that it has the full right and power to make the assignment of the Collateral made hereby and that it has made no

previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Collateral, except as permitted by the Agreement or the Loan Agreement (as defined in the Agreement).

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect: Governing Law. This Assignment shall be binding upon Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the Collateral or any part thereof, be governed by and construed in accordance with the internal (as opposed to the conflict of laws provisions) and decisions laws of the State of North Carolina.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date first above written.

\_\_\_\_\_  
as Assignor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE A

<u>Patent</u>	<u>Patents Registration Number or Application Serial Number</u>	<u>Registration or Filing Date</u>

SCHEDULE B  
PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>