# OP \$2360,00 6700091

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Thermal Dynamics Corporation	08/14/2009

### **RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent	
Street Address:	201 Merritt 7	
City:	Norwalk	
State/Country:	CONNECTICUT	
Postal Code: 06856-5201		

### PROPERTY NUMBERS Total: 59

Property Type	Number
Patent Number:	6700091
Patent Number:	7022936
Patent Number:	6713711
Patent Number:	6683273
Patent Number:	6689983
Patent Number:	D295361
Patent Number:	6987238
Patent Number:	6936786
Patent Number:	7145099
Patent Number:	7202440
Patent Number:	6903301
Patent Number:	6774336
Patent Number:	6933461
Patent Number:	7429715
Patent Number:	7041935

PATENT REEL: 023094 FRAME: 0514

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Patent Number:	D511280
Patent Number:	D499620
Patent Number:	D504142
Patent Number:	6946616
Patent Number:	6998566
Patent Number:	7005600
Patent Number:	6989505
Patent Number:	6919526
Patent Number:	7019254
Patent Number:	7132619
Patent Number:	7071443
Patent Number:	7145098
Patent Number:	6670572
Patent Number:	6794601
Patent Number:	D505918
Patent Number:	D506440
Patent Number:	D499071
Patent Number:	6852944
Patent Number:	D505309
Patent Number:	D501632
Patent Number:	D511663
Patent Number:	6914211
Patent Number:	7326874
Patent Number:	6960737
Patent Number:	D517576
Patent Number:	D517577
Patent Number:	D505963
Patent Number:	D535673
Patent Number:	D519135
Patent Number:	D535674
Patent Number:	D524336
Patent Number:	D525273
Patent Number:	D523042
Patent Number:	D523043
Patent Number:	D536009
	PATENT

Patent Number:	D535672
Patent Number:	7126080
Application Number:	10720829
Application Number:	11247613
Application Number:	11711177
Application Number:	11510822
Application Number:	11850012
Application Number:	11850014
Application Number:	12180960

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	025646-0410
NAME OF SUBMITTER:	Gayle D. Grocke

### **Total Attachments: 7**

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### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 14, 2009, by THERMAL DYNAMICS CORPORATION, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, Grantor is a party to that certain Third Amended and Restated Credit Agreement dated as of June 29, 2007 by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Grantor is a party to that certain Security Agreement dated as of May 23, 2003 by and among Grantor, the other Persons named therein as Grantors and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

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

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

- 1 <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
- GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

  Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in and mortgage on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
  - (a) all of its Patents and Patent Licenses together with all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar country or political subdivision thereof, to which it is a party including those referred to on <u>Schedule I</u> hereto;
    - (b) all reissues, continuations or extensions of the foregoing; and

- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.
- 3 <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4 <u>COUNTERPARTS</u>. This Patent Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Patent Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

[signature page follows]

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

### THERMAL DYNAMICS CORPORATION

	By: Will H. VARSAM
	Title: Vice President General Councel
ACCEPTED AND ACKNOWLEDGENERAL ELECTRIC CAPITAL as Agent	
By: Name:	

[Signature Page to the Patent Security Agreement - Thermal Dynamics]

PATENT

REEL: 023094 FRAME: 0519

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

### THERMAL DYNAMICS CORPORATION

By:			
Name:			
Title:		 	

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

ву: Name:

**Duly Authorized Signatory** 

[Signature Page to the Patent Security Agreement – Thermal Dynamics]

## **SCHEDULE I**

### TO

# PATENT SECURITY AGREEMENT PATENT REGISTRATIONS/APPLICATIONS

<u>Title</u>	Registration/Application Number
Plasma arc torch trigger system	6,700,091
Plasma arc torch trigger system	7,022,936
Plasma arc torch quick disconnect	6,713,711
Quick disconnect having a make-break timing sequence	6,683,273
Torch handle gas control	6,689,983
Torch handle gas control	10/720,829
Electrode tip for a plasma arc cutting torch	D295,361
Plasma arc torch and method for improved life of plasma arc torch	6,987,238
Plasma arc torch and method for improved life of plasma arc torch consumable parts	11/247,613
Dual mode plasma arc torch	6,936,786
Tip gas distributor	7,145,099
Dual mode plasma arc torch	7,202,440
Dual mode plasma arc torch	11/711,177
Contact start plasma arc torch and method of initiating a pilot arc	6,903,301
Tip gas distributor	6,774,336
Tips and contact members having ridges for use in a contact start plasma arc torch	6,933,461
Modular plasma arc torch	7,429,715
Apparatus and methods for connecting a plasma arc torch lead to a power supply	7,041,935
Plasma arc torch tip	D511,280
Plasma arc torch tip with secondary holes	D499,620
Plasma arc torch tip	D504,142
Plasma arc torch cooling system	6,946,616

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Title	Registration/Application Number
Plasma arc torch electrode	6,998,566
Plasma arc torch tip	7,005,600
Plasma arc torch consumables cartridge	6,989,505
Plasma arc torch head connections	6,919,526
Plasma arc torch	7,019,254
Plasma arc torch electrode	7,132,619
Plasma arc torch	7,071,443
Plasma arc torch	7,145,098
Solenoid control and safety circuit system and method	6,670,572
Plasma arc torch system with pilot reattach circuit and method	6,794,601
Plug connector	D505,918
Socket connector	D506,440
Connector	D499,071
Retractable electrode coolant tube	6,852,944
Drag cap for a plasma arc torch	D505,309
Vented shield for a plasma arc torch	D501,632
Retainer cap for a plasma arc torch	D511,663
Vented shield system for a plasma arc torch	6,914,211
Vented shield system for a plasma arc torch	7,326,874
Gas flow pre-charge for a plasma arc torch	6,960,737
Knurled electrode for a plasma arc torch	D517,576
Electrode for a plasma arc torch	D517,577
Electrode for a plasma arc torch	D505,963
Gas distributor for a plasma arc torch	D535,673
Tip for a plasma arc torch	D519,135
Secondary spacer assembly for a plasma arc torch	D535,674
Tip assembly for a plasma arc torch	D524,336
Shield cap for a plasma arc torch	D525,273

Title	Registration/Application Number
Vented shield cap for a plasma arc torch	D523,042
Shield cap for a plasma arc torch	D523,043
Cartridge body assembly for a plasma arc torch	D536,009
Cartridge body for a plasma arc torch	D535,672
Coated plasma arc torch electrode and methods of manufacture thereof	
Plasma gas distributor with integral metering and flow passageways	7,126,080
Contoured shield orifice for a plasma arc torch	11/510,822
Boolean control valve utility patent application	
Gas distributor for a plasma arc torch	
Hybrid shield device for a plasma arc torch	11/850,012
Drag tip for a plasma cutting torch	11/850,014
Enhanced piercing through current profiling	12/180,960

RECORDED: 08/14/2009