

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies)</b>  Utex Industries, Inc. and DuraQuest, Inc.  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b>  Name: <u>Société Générale</u>  Internal Address: _____  Street Address: <u>1221 Avenue of the Americas, 11th Floor</u>  City: <u>New York</u>  State: <u>NY</u>  Country: <u>USA</u> Zip: <u>10020</u>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s) <u>December 15, 2010</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) See attached Schedule II. B. Patent No.(s) See attached Schedule II.  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: <u>CT Lien Solutions</u>  Internal Address: _____  Street Address: <u>187 Wolf Rd</u>  City: <u>Albany</u>  State: <u>NY</u> Zip: <u>12205</u>  Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: _____		<b>6. Total number of applications and patents involved:</b> <u>15</u>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> <u>\$600-</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)  <b>8. Payment information</b> a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>10/12</u> b. Deposit Account Number _____ Authorized User Name _____	
<b>9. Signature:</b> <u>Yahayra Reyes</u> Signature Yahayra Reyes Name of Person Signing		December 16, 2010 Date  Total number of pages including cover sheet, attachments, and documents: <u>12</u>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$600.00 5476421

# **SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

## **PATENT REGISTRATIONS**

### **Patents**

<b>Grantor</b>	<b>Title</b>	<b>Reg. No. or Appln. No.</b>	<b>Date</b>
DuraQuest, Inc.	SHOCK ABSORBING ASSEMBLY	2142891 Canada	4/2/2002
DuraQuest, Inc.	SHOCK ABSORBING ASSEMBLY	5476421 US	12/19/1995
Utex Industries, Inc.	PACKING ASSEMBLY FOR A PUMP	20090166980 US	7/2/2009
Utex Industries, Inc.	BACK-UP RING AND SEALING ASSEMBLY	20070222162 US	9/27/2007
Utex Industries, Inc.	DOUBLE GAS SEAL WITH COPLANAR PAD FACES	6213473 US	4/10/2001
Utex Industries, Inc.	COMPOSITE COMPONENTS FOR USE IN PUMPS	6675699 US	1/13/2004
Utex Industries, Inc.	APPARATUS FOR APPLYING A SPLIT MECHANICAL SEAL TO A ROTATABLE SHAFT	6457720 US	10/1/2002
Utex Industries, Inc.	PUMP LINER	2438887 Canada	9/6/2002
Utex Industries, Inc.	PUMP LINER	6463843 US	10/15/2002
Utex Industries, Inc.	PACKING ASSEMBLY FOR ROTARY DRILLING SWIVELS AND PUMPS HAVING ROTATING SHAFTS	2467358 Canada	11/20/2004
Utex Industries, Inc.	PACKING ASSEMBLY FOR ROTARY	2450432 Canada	12/4/2007

A12826071

Grantor	Title	Reg. No. or Appln. No.	Date
	DRILLING SWIVELS		
Utex Industries, Inc.	PACKING ASSEMBLY FOR ROTARY DRILLING SWIVELS AND PUMPS HAVING ROTATING SHAFTS	7108058 US	9/19/2006
Utex Industries, Inc.	SPLIT MECHANICAL FACE SEAL	6485024 US	11/26/2002
Utex Industries, Inc.	VALVE ELEMENT	5275204 US	1/4/1994
Utex Industries, Inc.	LIGHT WEIGHT PISTON	5284084 US	2/8/1994
Utex Industries, Inc.	MECHANICAL SEAL ASSEMBLY	5863047 US	1/26/1999
Utex Industries, Inc.	GLAND ASSEMBLY FOR USE WITH MECHANICAL SEAL	6003875 US	12/21/1999
DuraQuest, Inc.	TORQUE CONTROL DEVICE FOR ROTARY MINE DRILLING MACHINE	689823 Australia	4/9/1998
DuraQuest, Inc.	TORQUE CONTROL DEVICE FOR ROTARY MINE DRILLING MACHINE	2142544 Canada	6/1/2004
DuraQuest, Inc.	TORQUE CONTROL DEVICE FOR ROTARY MINE DRILLING MACHINE	1057362 China	10/11/2000
DuraQuest, Inc.	TORQUE CONTROL DEVICE FOR ROTARY MINE DRILLING MACHINE	19503181 Germany	6/18/1998
DuraQuest, Inc.	TORQUE CONTROL DEVICE FOR ROTARY MINE DRILLING	95/0347 South Africa	11/29/1995

Grantor	Title	Reg. No. or Appln. No.	Date
	MACHINE		
DuraQuest, Inc.	TORQUE CONTROL DEVICE FOR ROTARY MINE DRILLING MACHINE	5588916 US	12/31/1996
DuraQuest, Inc.	TORQUE CONTROL DEVICE FOR ROTARY MINE DRILLING MACHINE	5772514 US	6/30/1998
DuraQuest, Inc.	TORQUE CONTROL DEVICE FOR ROTARY MINE DRILLING MACHINE	43132 Chile	8/7/2007 <sup>1</sup>
DuraQuest, Inc.	TORQUE CONTROL DEVICE FOR ROTARY MINE DRILLING MACHINE	199340 Mexico	10/30/2000 <sup>2</sup>
DuraQuest, Inc.	TORQUE CONTROL DEVICE FOR ROTARY MINE DRILLING MACHINE	000891 Peru	9/7/1997 <sup>3</sup>
DuraQuest, Inc.	TORQUE RELIEF DEVICE INCORPORATED INTO A TORQUE, SHOCK AND VIBRATION ABSORPTION ELEMENT FOR A FRILL TRANSMISSION	02973-2005 Chile	11/15/2005 <sup>4</sup>
DuraQuest, Inc.	SHOCK ABSORBING ASSEMBLY	829-94 Chile	6/10/1994 <sup>5</sup>

<sup>1</sup> UI Sealing Technologies Intermediate Holdings Inc. ("UI Sealing Technologies") has represented that these listed properties are owned by it or its subsidiaries. There has been no independent verification that these properties are active and in good standing.

<sup>2</sup> UI Sealing Technologies has represented that these listed properties are owned by it or its subsidiaries. There has been no independent verification that these properties are active and in good standing.

<sup>3</sup> UI Sealing Technologies has represented that these listed properties are owned by it or its subsidiaries. There has been no independent verification that these properties are active and in good standing.

<sup>4</sup> UI Sealing Technologies has represented that these listed properties are owned by it or its subsidiaries. There has been no independent verification that these properties are active and in good standing.

<sup>5</sup> UI Sealing Technologies has represented that these listed properties are owned by it or its subsidiaries. There has been no independent verification that these properties are active and in good standing.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 15, 2010, among UTEX Industries, Inc., a Texas corporation, and DuraQuest, Inc., a Texas corporation (each of the foregoing, a "**Grantor**", and collectively, "**Grantors**"), and Société Générale, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**").

### RECITALS

- (A) Industrial Sealing Solutions Holdings Inc., a Delaware corporation ("**Initial Borrower**"), UTEX Industries, Inc., a Texas corporation, Industrial Sealing Solutions Holdings LLC, a Delaware limited liability company ("**Initial Holdings**"), UTEX Holding, Inc., a Delaware corporation, the financial institutions party thereto as lenders (each individually referred to as a "**Lender**" and collectively as "**Lenders**"), Société Générale, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**"), the Collateral Agent and the other parties thereto are parties to a Credit Agreement dated as of December 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**"); **provided that**, subject to the terms of the Credit Agreement, upon consummation of the Novation (as defined in the Credit Agreement) each of Initial Borrower and Initial Holdings is released and discharged as a party to the Credit Agreement and the Pledge and Security Agreement (as defined below).
- (B) Grantors are party to a Pledge and Security Agreement, dated as of December 15, 2010 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means each Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by any Grantor, including those referred to on Schedule I hereto;

- (b) all Patents owned by any Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by any Grantor, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark.

### **Section 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

### **Section 4 Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

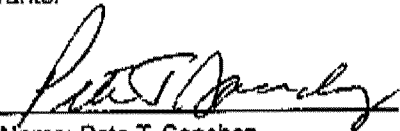
### **Section 5 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

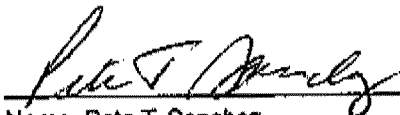
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

UTEX INDUSTRIES, INC.,  
as Grantor


By:   
Name: Pete T. Sanchez  
Title: Chief Financial Officer and Treasurer

DURAQUEST, INC.,  
as Grantor

By:   
Name: Pete T. Sanchez  
Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED:

SOCIÉTÉ GÉNÉRALE,  
as Collateral Agent

By   
Name: PRANAV CHANDRA  
Title: MANAGING DIRECTOR



**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**COPYRIGHT REGISTRATIONS**

**Copyrights**

None.

**SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT****TRADEMARK REGISTRATIONS****Trademarks**

<b>Grantor</b>	<b>Mark</b>	<b>Reg. No. or Appln. No.</b>	<b>Date</b>
Utex Industries, Inc.	CHEMRITE	TMA509965 Canada	3/25/1999
Utex Industries, Inc.	CHEMRITE	908773 Mexico	11/22/2005
Utex Industries, Inc.	CHEMRITE	642842 Mexico	2/24/2000
Utex Industries, Inc.	CHEMRITE	642843 Mexico	2/24/2000
Utex Industries, Inc.	CHEMTEX	2732581 US	7/1/2003
DuraQuest, Inc.	DURAQUEST	1651341 US	7/23/1991
Utex Industries, Inc.	EZESEAL	1901933 CTM	11/19/2001
Utex Industries, Inc.	EZESEAL	721366 Mexico	10/31/2001
Utex Industries, Inc.	EZESEAL	2643745 US	10/29/2002
Utex Industries, Inc.	GENESIS	TMA499525 Canada	8/27/1998
Utex Industries, Inc.	GENESIS	551267 Mexico	6/25/1997
Utex Industries, Inc.	GENESIS	2257488 US	6/29/1999
Utex Industries, Inc.	LIBERATOR	1656602 US	9/10/1991
DuraQuest, Inc.	SMOOTHAMMER	1932090 US	10/31/1995
DuraQuest, Inc.	SMOOTHDRILL	1616426	10/9/1990

		US	
DuraQuest, Inc.	SMOOTHDRIVE	3401764 US	3/25/2008
Utex Industries, Inc.	SUPER GOLD	TMA534263 Canada	10/10/2000
Utex Industries, Inc.	SUPER GOLD	2202027 US	11/3/1998
Utex Industries, Inc.	SUPERTEX	3576696 US	2/17/2009
Utex Industries, Inc.	TEXLOK	1499566 US	8/9/1988
Utex Industries, Inc.	U PAK	194498 CTM	12/17/1998
Utex Industries, Inc.	UNILITE	1795610 US	9/28/1993
Utex Industries, Inc.	U-PAK	704259 Australia	3/11/1996
Utex Industries, Inc.	U-PAK	TMA488939 Canada	2/2/1998
Utex Industries, Inc.	U-PAK	626486 Mexico	9/30/1999
Utex Industries, Inc.	U-PAK	2031037 US	1/14/1997
Utex Industries, Inc.	URON	0563597 US	9/2/1952
Utex Industries, Inc.	UTEX	TMA505004 Canada	12/3/1998
Utex Industries, Inc.	UTEX	662411 CTM	11/5/1999
Utex Industries, Inc.	UTEX	567534 Mexico	12/18/1997
Utex Industries, Inc.	UTEX	560576 Mexico	9/30/1997
Utex Industries, Inc.	UTEX	0966073	8/14/1973

		US	
Utex Industries, Inc.	UTEX	1033371 US	2/10/1976
Utex Industries, Inc.	UTEX	2197741 US	10/20/1998
Utex Industries, Inc.	X-TENDASEAL	1841204 CTM	9/27/2001
Utex Industries, Inc.	X-TENDASEAL	2513455 US	11/27/2001
Utex Industries, Inc.	U-PAK	D002006001685 Indonesia	4/1/1996 <sup>6</sup>
Utex Industries, Inc.	U-PAK	59734 Morocco	5/28/1996 <sup>7</sup>
Utex Industries, Inc.	U-PAK	11.221 Tangler	6/27/1996 <sup>8</sup>
Utex Industries, Inc.	U-PAK	EE960461 Tunisia	4/17/1996 <sup>9</sup>

<sup>6</sup> UI Sealing Technologies has represented that these listed properties are owned by it or its subsidiaries. There has been no independent verification that these properties are active and in good standing.

<sup>7</sup> UI Sealing Technologies has represented that these listed properties are owned by it or its subsidiaries. There has been no independent verification that these properties are active and in good standing.

<sup>8</sup> UI Sealing Technologies has represented that these listed properties are owned by it or its subsidiaries. There has been no independent verification that these properties are active and in good standing.

<sup>9</sup> UI Sealing Technologies has represented that these listed properties are owned by it or its subsidiaries. There has been no independent verification that these properties are active and in good standing.