

| GRANTOR | TRADEMARK | REGISTRATION NUMBER | REGISTRATION DATE |
|-----------------------------------------------------------------------------|--------------|-----------------------|-------------------|
| Flowserve Management Company | | | |
| Flowserve Management Company | | | |
| Flowserve Management Company | | | |
| Flowserve Management Company | | | |
| Flowserve Management Company | | | |
| Innovative Valve Technologies [Assigned to Flowserve Management Company] | | | |
| Innovative Valve Technologies [Assigned to Flowserve Management Company] | | | |
| Innovative Valve Technologies [Assigned to Flowserve Management Company] | | | |
| Flowserve International, Inc. | | | |
| Flowserve International, Inc. | | | |
| Flowserve International, Inc. | | | |
| Flowserve FSD Corporation | DMC | 0979,376 | |
| Flowserve FSD Corporation | DURAFITE | 0902,609 | |
| Flowserve FSD Corporation | DURAFLOX | 0 861,684 | |
| Flowserve FSD Corporation | DURA HOOKS | 0347,926 | |
| Flowserve FSD Corporation | DURA LAPPER | 0789,961 | |
| Flowserve FSD Corporation | DURAMETALLIC | 183,441 1,283,049 | |
| Flowserve FSD Corporation | DURA SEAL | 0319,472 1,022,668 | |
| Flowserve FSD Corporation | METAL FAB | 1,388,031 | |
| Flowserve Corporation | | | |
| Flowserve Corporation | | | |
| Flowserve Corporation | | | |
| Flowserve Corporation | | | |
| The Safe Seal Company, Inc. | | | |
| Flowserve RED Corporation | NONE | | |
| BW/IP -- New Mexico, Inc. | NONE | | |
| Flowserve International, LLC | NONE | | |
| Durametallc Australia Holding Company | NONE | | |

SECURITY AGREEMENT dated as of August 8, 2000, among FLOWSERVE CORPORATION, a New York corporation (the "*Borrower*"), each Subsidiary of the Borrower listed on Schedule I hereto (each such Subsidiary individually a "*Guarantor*" and collectively, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and BANK OF AMERICA, N.A., a national banking association ("*BofA*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of August 8, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*Lenders*"), Credit Suisse First Boston, as syndication agent, and BofA, as swingline lender, administrative agent and Collateral Agent and (b) the Guarantee Agreement dated as of August 8, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents, (d) the due and punctual payment and performance of all obligations of the Borrower under each Hedging Agreement entered into with any counterparty that was a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement was entered into, (e) the due and punctual payment and performance of all obligations of the Borrower and the Guarantors pursuant to the ABN Standby Credit not incurred in violation of the Credit Agreement, and (f) each payment required to be made by the Borrower or any Guarantor in respect of any Fifth Third Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements and interest thereon (all the monetary and other obligations described in the preceding clauses (a) through (f) being collectively referred to as the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement and all references to the Uniform Commercial Code shall mean the Uniform Commercial Code in effect in the State of New York on the date hereof.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

“Account Debtor” shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

“Accounts” shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

“Accounts Receivable” shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

“Chattel Paper” shall mean (a) a writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific Equipment and (b) all other property now or hereafter constituting “chattel paper” under the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions, in each case that are now or hereafter owned by any Grantor.

“Collateral” shall mean all (a) Accounts Receivable, (b) Documents, (c) Chattel Paper, (d) Equipment, (e) General Intangibles, (f) Inventory, (g) cash and cash accounts, (h) Investment Property and (i) Proceeds, except any Equipment that is subject to a purchase money lien permitted under the Credit Agreement in favor of any person (other than the Collateral Agent) if the documents relating to such lien do not permit other liens.

“Commodity Account” shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

“Commodity Contract” shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a

foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

“Commodity Customer” shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

“Commodity Intermediary” shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

“Copyright License” shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Copyrights” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Documents” shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

“Entitlement Holder” shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

“Equipment” shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

“Equity Interest” shall mean shares of capital stock, partnership interests, membership interests in a limited liability company or beneficial interests in a trust or other equity ownership interests in a person.

“Financial Asset” shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as

a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Hedging Agreement" shall mean any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"Investment Property" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts, Commodity Accounts and Equity Interests of any Grantor, whether now owned or hereafter acquired by any Grantor.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit (whether through automatic termination, the requirement of consent or otherwise) assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to exclude others from making, using and/or selling the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of or legal counsel for the Borrower.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Banks, (e) each counterparty to a Hedging Agreement entered into with the Borrower if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document, (g) in respect of the ABN Standby Credit, ABN Amro Bank N.V. and its Affiliates, (h) in respect of the Fifth Third Letters of Credit, Fifth Third Bancorp and its subsidiaries and (i) the successors and assigns of each of the foregoing.

“*Securities*” shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c) (i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code, *provided* that “*Securities*” shall not include more than 65% of the voting equity interests of any non-United States issuer.

“*Securities Account*” shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

“*Securities Intermediary*” shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains Securities Accounts for others and is acting in that capacity.

“*Security Entitlements*” shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

“*Security Interest*” shall have the meaning assigned to such term in Section 2.01.

“*Trademark License*” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“*Trademarks*” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications (but excluding any United States intent-to-use applications prior to the filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith to the extent a valid security interest may not be taken in such an intent-to-use application under applicable law) in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, and any extensions, renewals, modifications or refinancings of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all

Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or with respect to the filing of amendments or new filings to reflect the change of any Grantor's name, location, identity or corporate structure.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications (other than any United States intent-to-use applications prior to the filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith) are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or

similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. *Periodic Certification.* Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.04 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer of or legal counsel for the Borrower (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor material to the conduct of any

Grantor's business in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. *Further Assurances.* Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. *Inspection and Verification.* The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.16).

SECTION 4.06. *Taxes; Encumbrances.* At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to

Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. *Assignment of Security Interest.* If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement; *provided, however*, that nothing herein shall be construed to prohibit the Grantors from granting or receiving any licenses or sub-licenses of Intellectual Property. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.10. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits,

discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.02 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Covenants Regarding Patent, Trademark and Copyright Collateral.*

(a) Each Grantor agrees that it will not, and it will exercise its reasonable best efforts to ensure that its licensees will not, do any act, or omit to do any act, whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark that is material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a Copyright that is material to the conduct of any Grantor's business, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any materially adverse

determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, exercise any Grantor's right to bill and receive payment for completed work and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or

cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making

the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it in care of the Borrower.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement (other than the indefeasible payment in full of all the Obligations and termination of all commitments of the Lenders and the Issuing Banks).

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such

Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or

on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Banks, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and Grantor with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions

the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings.* Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Banks or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affected the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. *Termination.* This Agreement and the Security Interest shall terminate when all the Obligations (other than wholly contingent indemnification obligations) then due and owing have been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Banks have no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Grantor shall automatically be

released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released without further action in the event that all of the Equity Interests of such Grantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; *provided* that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.


(b) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any person that is not a Grantor, or, upon the effectiveness of any written consent to the release of the security granted hereby in any Collateral pursuant to Section 9.08(b) of the Credit Agreement, the security interest in such Collateral shall be automatically released.

SECTION 7.15. *Additional Grantors.* Upon execution and delivery by the Collateral Agent and a Domestic Subsidiary of an instrument in the form of Annex 2 hereto, such Domestic Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

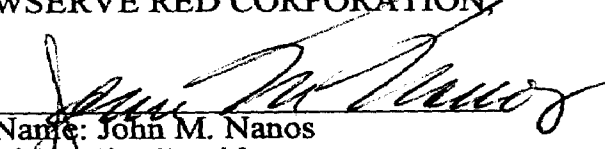
FLOWSERVE CORPORATION,

by:


Name: John M. Nanos
Title: Assistant Secretary

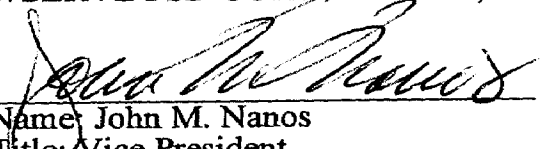
FLOWSERVE RED CORPORATION,

by:



Name: John M. Nanos
Title: Vice President

FLOWSERVE FSD CORPORATION,

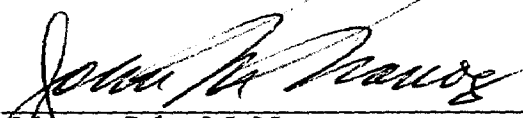
by:


Name: John M. Nanos
Title: Vice President

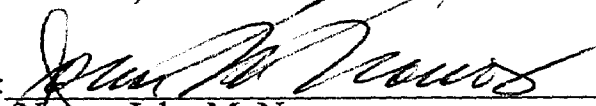
FLOWSERVE FCD CORPORATION,

by: 
Name: John M. Nanos
Title: Vice President

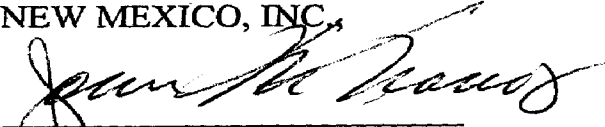
FLOWSERVE INTERNATIONAL, INC.,

by: 
Name: John M. Nanos
Title: Vice President

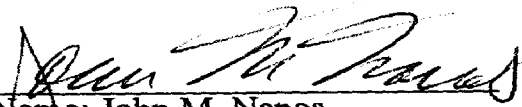
FLOWSERVE MANAGEMENT
COMPANY,

by: 
Name: John M. Nanos
Title: Vice President


BW/IP-NEW MEXICO, INC,

by: 
Name: John M. Nanos
Title: Vice President


FLOWSERVE INTERNATIONAL, LLC,

by: 
Name: John M. Nanos
Title: Vice President

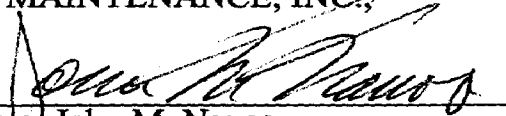
DURAMETALLIC AUSTRALIA
HOLDING COMPANY,

by: 
Name: John M. Nanos
Title: Vice President

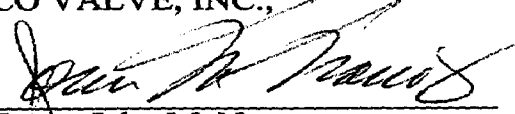
INNOVATIVE VALVE TECHNOLOGIES,
INC.,

by: 
Name: John M. Nanos
Title: Vice President


PLANT MAINTENANCE, INC.,

by: 
Name: John M. Nanos
Title: Vice President

VARCO VALVE, INC.,

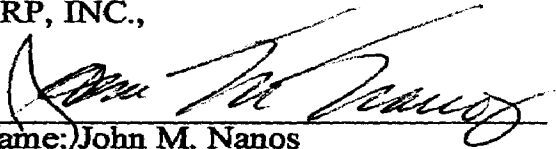
by: 
Name: John M. Nanos
Title: Vice President

COLONIAL EQUIPMENT & SERVICE
CO., INC.,

by: 
Name: John M. Nanos
Title: Vice President


CECORP, INC.,

by:


Name: John M. Nanos
Title: Vice President

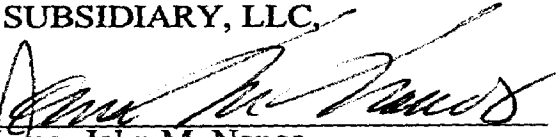
DIVT ACQUISITION-DELAWARE, LLC,

by:


Name: John M. Nanos
Title: Vice President

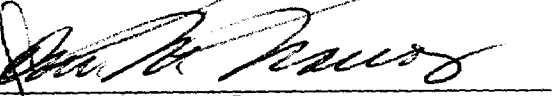
DIVT SUBSIDIARY, LLC,

by:


Name: John M. Nanos
Title: Vice President


SOUTHERN VALVE SERVICE, INC.,

by:


Name: John M. Nanos
Title: Vice President

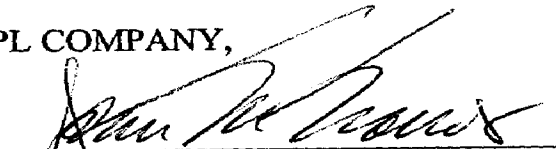
L.T. KOPPL INDUSTRIES, INC.,

by:



Name: John M. Nanos
Title: Vice President

KOPPL COMPANY,

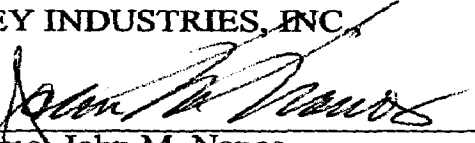
by:


Name: John M. Nanos
Title: Vice President

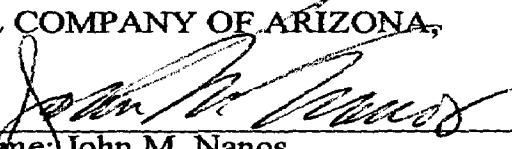
KOPPL INDUSTRIAL SYSTEMS, INC.,

by: 
Name: John M. Nanos
Title: Vice President

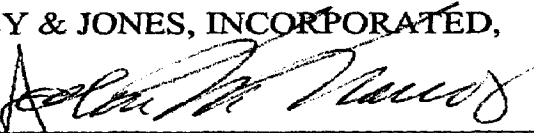
HARLEY INDUSTRIES, INC.

by: 
Name: John M. Nanos
Title: Vice President

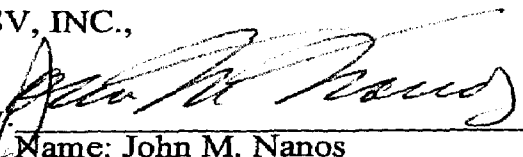
KOPPL COMPANY OF ARIZONA,

by: 
Name: John M. Nanos
Title: Vice President

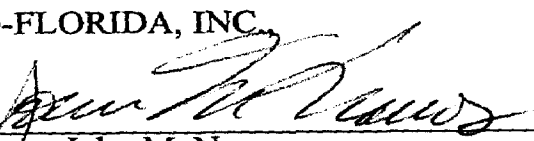
SEELEY & JONES, INCORPORATED,

by: 
Name: John M. Nanos
Title: Vice President

GSV, INC.,

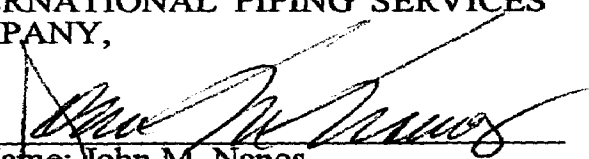
by: 
Name: John M. Nanos
Title: Vice President

IPSCO-FLORIDA, INC.

by: 
Name: John M. Nanos
Title: Vice President

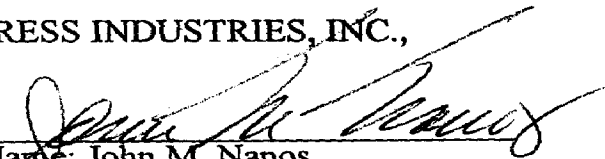
INTERNATIONAL PIPING SERVICES
COMPANY,

by:


Name: John M. Nanos
Title: Vice President

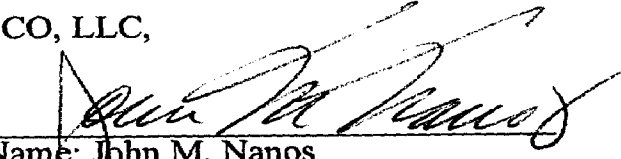
CYPRESS INDUSTRIES, INC.,

by:


Name: John M. Nanos
Title: Vice President

DALCO, LLC,

by:


Name: John M. Nanos
Title: Vice President

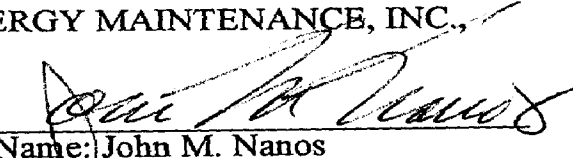
PLANT SPECIALTIES, INC.,

by:


Name: John M. Nanos
Title: Vice President

ENERGY MAINTENANCE, INC.,

by:


Name: John M. Nanos
Title: Vice President

PREVENTIVE MAINTENANCE, INC.,

by: 

Name: John M. Nanos

Title: Vice President

PRODUCTION MACHINE
INCORPORATED,by: 

Name: John M. Nanos

Title: Vice President

ICE LIQUIDATING, INC.,

by: 

Name: John M. Nanos

Title: Vice President

VALVE REPAIR OF SOUTH
CAROLINA, INC.,by: 

Name: John M. Nanos

Title: Vice President

THE SAFE SEAL COMPANY, INC.,

by: 

Name: John M. Nanos

Title: Vice President

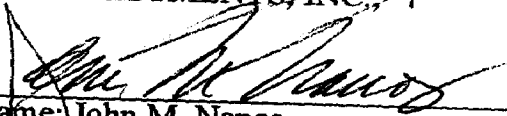
FLICKINGER-BENICIA INC.,

by: 

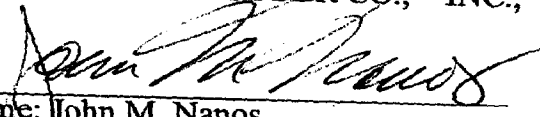
Name: John M. Nanos

Title: Vice President

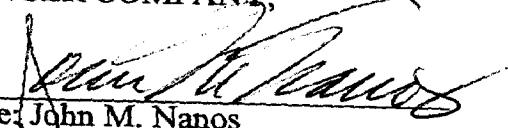
PUGET INVESTMENTS, INC.,

by: 
Name: John M. Nanos
Title: Vice President


STEAM SUPPLY & RUBBER CO., INC.,

by: 
Name: John M. Nanos
Title: Vice President

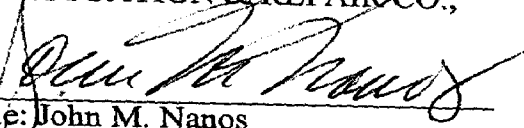
FLICKINGER COMPANY,

by: 
Name: John M. Nanos
Title: Vice President

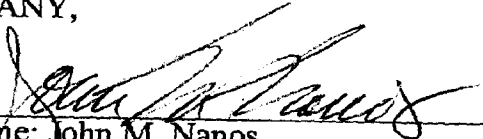
BOYDEN INC.,

by: 
Name: John M. Nanos
Title: Vice President

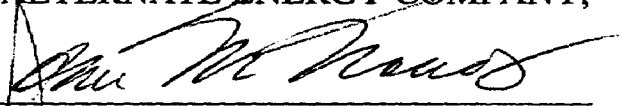
VALVE ACTUATION & REPAIR CO.,

by: 
Name: John M. Nanos
Title: Vice President

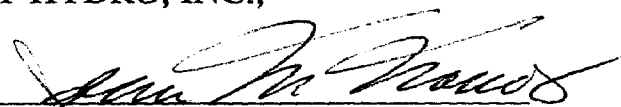
INGERSOLL-DRESSER PUMP
COMPANY,

by: 
Name: John M. Nanos
Title: Vice President

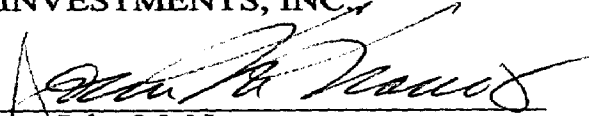
IDP ALTERNATE ENERGY COMPANY,

by: 
Name: John M. Nanos
Title: Vice President


ENERGY HYDRO, INC.,

by: 
Name: John M. Nanos
Title: Vice President

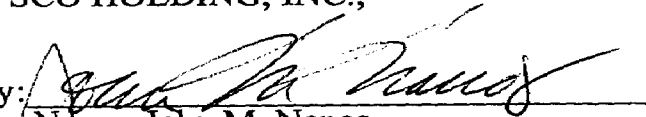
PUMP INVESTMENTS, INC.,

by: 
Name: John M. Nanos
Title: Vice President

FLOWSERVE HOLDINGS, INC.,

by: 
Name: John M. Nanos
Title: Vice President

IPSCO HOLDING, INC.,

by: 
Name: John M. Nanos
Title: Vice President

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

by: _____
Name:
Title:

IDP ALTERNATE ENERGY COMPANY,

by: _____
Name:
Title:

ENERGY HYDRO, INC.,

by: _____
Name:
Title:

PUMP INVESTMENTS, INC.,

by: _____
Name:
Title:

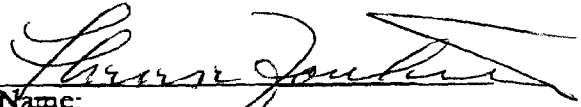
FLOWSERVE HOLDINGS, INC.,

by: _____
Name:
Title:

IPSCO HOLDING, INC.,

by: _____
Name:
Title:

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

by: 
Name:
Title: THERESE FONTAINE
Managing Director

[NYCORP;1114174.1]

**SCHEDULE I TO THE
SECURITY AGREEMENT**

GUARANTORS

A. Flowserve

| SUBSIDIARY | JURISDICTION OF INCORPORATION |
|-----------------------------------------------------|--------------------------------------|
| Flowserve RED Corporation | Delaware |
| Flowserve FSD Corporation | |
| Flowserve FCD Corporation | |
| Flowserve International, Inc. | |
| Flowserve Management Company (DE Business Trust) | |
| BW/IP-New Mexico, Inc. | |
| Flowserve International, LLC | |
| Flowserve Holdings, Inc. | |
| Durametallic Australia Holding Company | Michigan |

B. Invatec

| SUBSIDIARY | JURISDICTION OF INCORPORATION |
|----------------------------------------|--------------------------------------|
| Innovative Valve Technologies, Inc. | Delaware |
| Plant Maintenance, Inc. | |
| Varco Valve, Inc. | |
| Colonial Equipment & Service Co., Inc. | |
| CECORP, Inc. | |
| DIVT Acquisition-Delaware, LLC | |
| DIVT Subsidiary, LLC | |
| IPSCO Holding, Inc. | Alabama |
| Southern Valve Service, Inc. | |
| L.T. Koppl Industries, Inc. | California |
| Koppl Company | |
| Koppl Industrial Systems, Inc. | |
| Harley Industries, Inc. | |
| Koppl Company of Arizona | Arizona |
| Seeley & Jones, Incorporated | Connecticut |
| GSV, Inc. | Florida |
| IPSCO-Florida, Inc. | |
| International Piping Services Company | Illinois |
| Cypress Industries, Inc. | |

| SUBSIDIARY | JURISDICTION OF INCORPORATION |
|--------------------------------------|-------------------------------|
| DALCO, LLC | Kentucky |
| Plant Specialties, Inc. | Louisiana |
| Energy Maintenance, Inc. | Missouri |
| Preventive Maintenance, Inc. | North Carolina |
| Production Machine Incorporated | Oklahoma |
| ICE Liquidating, Inc. | Pennsylvania |
| Valve Repair of South Carolina, Inc. | South Carolina |
| The Safe Seal Company, Inc. | Texas |
| Flickinger-Benicia Inc. | Washington |
| Puget Investments, Inc. | |
| Steam Supply & Rubber Co., Inc. | |
| Flickinger Company | |
| Boyden Inc. | West Virginia |
| Valve Actuation & Repair Co. | |

C. IDP

| SUBSIDIARY | JURISDICTION OF INCORPORATION |
|----------------------------------------------------|-------------------------------|
| Ingersoll-Dresser Pump Company (DE Partnership) | Delaware |
| IDP Alternate Energy Company | |
| Energy Hydro, Inc. | |
| Pump Investments, Inc. | |

**SCHEDULE II TO THE
SECURITY AGREEMENT**

COPYRIGHTS

A. FLOWSERVE

1. U.S. Copyright Registrations

NONE

2. Pending U.S. Copyright Applications for Registration

NONE

3. Non-U.S. Copyright Registrations

NONE

4. Non-U.S. Pending Copyright Applications for Registrations

NONE

B. INVATEC

1. U.S. Copyright Registrations

NONE

2. Pending U.S. Copyright Applications for Registration

NONE

3. Non-U.S. Copyright Registrations

NONE

4 Non-U.S. Pending Copyright Applications for Registrations

NONE

C. IDP

1. U.S. Copyright Registrations

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

| GUARANTOR | TITLE | REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------------------|-----------------------------|----------------------------|--------------------------|
| Ingersoll Dresser Pump Company | CAMERON HYDRAULIC DATA BOOK | | |
| IDP Alternate Energy Company | NONE | | |
| Energy Hydro, Inc. | NONE | | |
| Pump Investments, Inc. | NONE | | |

2. Pending U.S. Copyright Applications for Registration

NONE

3. Non-U.S. Copyright Registrations

NONE

4 Non-U.S. Pending Copyright Applications for Registrations

NONE

**SCHEDULE III TO THE
SECURITY AGREEMENT**

LICENSES

PART I

A. LICENSES / SUBLICENSES OF FLOWSERVE GRANTORS

1. Copyrights

None

2. Patents

FLOWSERVE INTERNATIONAL, INC.

| Licensee Name | Date of License/Sublicense | Title of U.S. Patent | Application Date Filed/Issue Date | Application/Patent Number |
|----------------------------------------|-----------------------------------|-----------------------------|------------------------------------------|----------------------------------|
| Mitsubishi Heavy Industries | 9/24/87 | Not Specified | | |
| United Pumps of Canada, Ltd. | 8/13/91 | " | | |
| BW Mechanical Seals (S.E.A.) PTE, Ltd. | 1/1/93 | " | | |
| BW/IP de Venezuela S.A. | Undated | " | | |
| BW/IP International B.V. (Netherlands) | 1/1/93 | " | | |
| BW/IP International, Ltd. | 1/1/93 | " | | |
| EMCO Fluid Systems, Inc. | 8/1/87 | " | | |
| Borg Warner Australia Ltd. | 1/1/81 | " | | |

FLOWSERVE FSD CORPORATION

| Licensee Name | Date of License/Sublicense | Title of Non-U.S. Patent | Country | Application Date Filed/Issue Date | Application/Patent Number |
|-------------------------------|-----------------------------------|---------------------------------|----------------|------------------------------------------|----------------------------------|
| Arabian Seals Company Limited | 12/18/91 | Self-Cooled Seal | | | |
| | | Bellows Seal Face | | | |

| Licensee Name | Date of License/Sublicense | Title of Non-U.S. Patent | Country | Application Date Filed/Issue Date | Application/Patent Number |
|------------------------------------------|-----------------------------------|----------------------------------|----------------|------------------------------------------|----------------------------------|
| | | Arrangement | | | |
| | | Bellows Seal | | | |
| | | Tapered Seat | | | |
| | | HSB Dura Seal | | | |
| | | Integral Pumping Device (XRO/RA) | | | |
| | | Seal | | | |
| | | Arrangement for Mill Roll | | | |
| | | Coolant Circulation Tube | | | |
| | | Bearing Guard | | | |
| Korea Seal Master Co. Ltd. | 1/8/90 | Dry Running Seal | | | |
| | | Split Mixer Seal | | | |
| | | Split Pump Seal | | | |
| | | Bearing Guard | | | |
| | | High Performance | | | |
| | | Split Seal | | | |
| | | Dry Running Seal | | | |
| Durametallic India Ltd. | 11/24/75 | Not Specified | | | |
| Petech/Durametallic (New Zealand) Ltd. | 6/30/89 | Petch Split Seal | New Zealand | | |
| Petech/Durametallic (Australia) Pty Ltd. | 6/30/89 | Thermal Bushing | Australia | | |
| | | Integral Pumping Feature | Australia | | |
| | | Magnetic Seal | Australia | 1989 | 4,795,168 |
| Durametallic Asia Pte. Ltd. | 9/1/83 | Mechanical Seal | Malaysia | | MY-104440A |

3. Trademarks

FLOWERVE INTERNATIONAL, INC.

| Licensee Name | Date of License/Sublicense | Title of U.S. Trademark | Application Date Filed/Registration Date | Application/Registration Number |
|----------------------------------------|----------------------------|-------------------------|------------------------------------------|---------------------------------|
| Mitsubishi Heavy Industries | 9/24/87 | Not Specified | | |
| PT BW Mechanical Seals Indonesia | 12/1/93 | " | | |
| BW Mechanical Seals (S.E.A.) PTE, Ltd. | 1/1/93 | " | | |
| BW/IP de Venezuela S.A. | Undated | " | | |
| BW/IP International B.V. | 1/1/93 | " | | |
| BW/IP International, Ltd. | 1/1/93 | " | | |
| EMCO Fluid Systems, Inc. | 8/1/87 | " | | |
| Borg Warner Australia Ltd. | 1/1/81 | | | |

FLOWERVE FSD CORPORATION

| Licensee Name and Address | Date of License/Sublicense | Title of Non-U.S. Trademark | Country | Application Date Filed/Registration Date | Application/Registration Number |
|------------------------------------------|----------------------------|-----------------------------|-------------|------------------------------------------|---------------------------------|
| Arabian Seals Company Limited | 12/18/91 | Not Specified | | | |
| Korea Seal Master Co. Ltd. | 1/8/90 | " | | | |
| Petech/Durametallic (New Zealand) Ltd. | 6/30/89 | Dura Seal | New Zealand | 1980 | RN B131581 |
| | | Durametallic | New Zealand | | |
| | | Durafite | New Zealand | | |
| Petech/Durametallic (Australia) Pty Ltd. | 6/30/89 | Dura Seal | Australia | 1961 | RNA166362 |
| | | Durametallic | Australia | 1974 | RNA208222 |
| | | Dura Lapper | Australia | | |
| | | Durafite | Australia | | |
| Durametallic Asia Pte. Ltd. | 9/1/83 | BW Seals | Singapore | B4733/92 | 6/24/1992 |
| | | BW/IP (Stylized) | Singapore | B4732/92 | 6/24/1992 |
| | | Durametallic | Singapore | RN 61098 | 1974 |
| | | Dura Seal | Singapore | RN 61099 | 1974 |
| | | Flowserve | Singapore | T97/15408H | 6/20/1997 |
| | | Automax | Singapore | S/9706/93 | 12/8/1993 |
| | | Byron Jackson | Malaysia | M/B73923 | 1/6/1977 |
| | | Byron Jackson | Malaysia | M/B73924 | 1/6/1997 |
| | | Durametallic | Malaysia | RN M/093116 | 1981 |
| BW/IP (Stylized) | Indonesia | 280410 | 10/2/1992 | | |

| Licensor Name and Address | Date of License/Sublicense | Title of Non-U.S. Trademark | Country | Application Date Filed/Registration Date | Application/Registration Number |
|----------------------------------|-----------------------------------|------------------------------------|----------------|-------------------------------------------------|----------------------------------------|
| | | Byron Jackson | Indonesia | 403517 | 11/6/1997 |
| | | Durametallic | Indonesia | RN 116961 | 1997 |
| | | Dura Seal | Indonesia | RN 120468 | 1977 |
| | | Flowserve | Indonesia | 432025 | 2/10/1998 |
| | | Flowserve | Indonesia | 432026 | 2/10/1998 |
| | | BW/IP (Stylized) | Thailand | 44725 | 8/2/1995 |
| | | Byron Jackson | Thailand | 55986 | 1/14/1977 |
| | | Durametallic | Thailand | RN 86654 | 1981 |
| | | Dura Seal | Thailand | RN 77295 | 1981 |
| | | United | Thailand | RN TM42107 | 1995 |
| | | BW Seals | Philippines | 58015 | 5/12/1994 |
| | | BW/IP (Stylized) | Philippines | 55437 | 6/21/1993 |
| | | Byron Jackson | Philippines | 35460 | 3/5/1986 |
| | | Durametallic | Philippines | RN 22830 | 1976 |
| | | Dura Seal | Philippines | RN 23124 | 1976 |
| Durametallic Europe N.V. | 9/1/89 | Not Specified | | | |
| Durametallic GmbH (Germany) | 1/1/90 | Durafite | Germany | RN 893562 | 1970 |

B. LICENSES / SUBLICENSES OF INVATEC GRANTORS

1. Copyrights

None

2. Patents

None

3. Trademarks

None

C. LICENSES / SUBLICENSES OF IDP GRANTORS

1. Copyrights

None

2. Patents

None

3. Trademarks

None

PART 2

**A. LICENSES / SUBLICENSES OF FLOWSERVE GRANTORS
AS LICENSEE ON DATE HEREOF**

1. Copyrights

None

2. Patents

FLOWSERVE INTERNATIONAL, INC.

| Licensur Name | Date of License/Sublicense | Title of U.S. Patent | Application Date Filed/Issue Date | Application/Patent Number |
|---------------------------------|-----------------------------------|-----------------------------|------------------------------------------|----------------------------------|
| Technip and Snamprogetti S.p.A. | 9/13/95 | Not Specified | | |
| BW Mechanical Seals | 1/1/91 | " | | |
| Ebara Corporation | 11/9/92 | " | | |

3. Trademarks

FLOWSERVE INTERNATIONAL, INC.

| Licensur Name | Date of License/Sublicense | Title of U.S. Trademark | Application Date Filed/Registration Date | Application/Registration Number |
|--------------------------------|-----------------------------------|--------------------------------|-------------------------------------------------|----------------------------------------|
| BW/Abahsain Seal Company, Ltd. | Undated | Not Specified | | |
| BW Mechanical Seals | 1/1/91 | " | | |
| Ebara Corporation | 11/9/92 | " | | |

**B. LICENSES / SUBLICENSES OF INVATEC GRANTORS
AS LICENSEE ON DATE HEREOF**

1. Copyrights

None

2. Patents

None

3. Trademarks

None

**B. LICENSES / SUBLICENSES OF IDP GRANTORS
AS LICENSEE ON DATE HEREOF**

1. Copyrights

None

2. Patents

None

3. Trademarks

None

**SCHEDULE IV TO THE
SECURITY AGREEMENT**

PATENTS

A. FLOWSERVE PATENTS

1. U.S. Patent Registrations

| GRANTOR | PATENT NAME | PATENT NUMBER | ISSUE DATE |
|------------------------------|----------------------------------------------------------------------------------------------------------|----------------------|-------------------|
| Flowserve Management Company | HALL EFFECT MONITORING OF BEARINGS SUPPORTING A ROTOR WITHIN A STATIONARY HOUSING | 5336996 | 8/9/1994 |
| Flowserve Management Company | METHOD FOR INDUCTION MELTING REACTIVE METALS AND ALLOYS (2 RE-EXAMS OF U.S. PATENT NO. 4,738,713) | 4738713 | 1/4/1994 |
| Flowserve Management Company | METHOD FOR INDUCTION MELTING REACTIVE METALS AND ALLOYS | 4738713 | 4/19/1988 |
| Flowserve Management Company | POLYMERIC FLUOROCARBON ROTOMOLDING/ROTOLINING COMPOSITION | 4312961 | 1/26/1982 |
| Flowserve Management Company | METHOD OF JOINING MATERIALS BY MECHANICAL INTERLOCK AND ARTICLE | 4560607 | 12/24/1985 |
| Flowserve Management Company | ADJUSTABLE BALL VALVE | 5746417 | 5/5/1998 |
| Flowserve Management Company | PLUG VALVE ASSEMBLY | 4055324 | 10/25/1977 |
| Flowserve Management Company | HIGH PERFORMANCE BUTTERFLY VALVE | 6029949 | 2/29/2000 |
| Flowserve Management Company | FIRE RESISTANT SEAL FOR FLOW CONTROL VALVE | 4373543 | 2/15/1983 |
| Flowserve Management Company | PLUG VALVE | 4711264 | 12/8/1987 |
| Flowserve Management Company | LINED CORROSION RESISTANT PUMP | 4722664 | 2/2/1988 |
| Flowserve Management Company | SEAL CHAMBER SPLASH GUARD | 5807086 | 9/15/1998 |
| Flowserve Management Company | HEAT TREATMENT OF CAST ALPHA / BETA METALS AND METAL ALLOYS AND CAST ARTICLES WHICH HAVE BEEN SO TREATED | 5900083 | 5/4/1999 |

| GRANTOR | PATENT NAME | PATENT NUMBER | ISSUE DATE |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------|
| Flowserve Management Company | METHOD OF APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER | 5062439 5052427 | 11/5/1991 10/1/1991 |
| Flowserve Management Company | METHOD OF APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER (Reissue of U.S. 5052427) | RE35116 | 10/1/1991 |
| Flowserve Management Company | FRICITION WELDING APPARATUS | 5558265 5735447 | 9/24/1996 4/7/1998 |
| Flowserve Management Company | MECHANICAL SEAL WITH IMPROVED FACE RING MOUNTING. | 4,261,581 | 1981 |
| Flowserve Management Company | CABLE GUIDE FOR A TUBULAR ANODE | 4,268,371 | 1981 |
| Flowserve Management Company | THRUST BEARING ARRANGEMENT | 4363608 | 1982 |
| Flowserve Management Company | TAPERED SEAL SEAT BETWEEN STATIONARY INSERT AND GLAND | 4,364,571 | 1982 |
| Flowserve Management Company | BACK-UP MECHANICAL SEAL | 189746 | 1983 |
| Flowserve Management Company | MECHANICAL SEALS FOR USE WITH SLURRY PUMPS | 4418919 (RE32646) | Issued 1983 (RE1988) |
| Flowserve Management Company | IMPROVED MECHANICAL SEAL | 4,418,921 | 1983 |
| Flowserve Management Company | IMPROVED MECHANICAL SEAL ASSEMBLY | 4426092 | 1984 |
| Flowserve Management Company | MECHANICAL SEAL ASSEMBLY | 4448428 | 1984 |
| Flowserve Management Company | VACUUM BREAKER VALVE WITH INTERNALLY BALANCED DISC. | 4502503 | 1985 |
| Flowserve Management Company | PUMP-MECHANICAL SEAL CONSTRUCTION WITH AXIAL ADJUSTMENT MEANS | 4509773 | 1985 |
| Flowserve Management Company | MECHANICAL SEAL WITH CYLINDRICAL BALANCE SLEEVE | 4511149 | 1985 |

| GRANTOR | PATENT NAME | PATENT NUMBER | ISSUE DATE |
|------------------------------|----------------------------------------------------------------------------|---------------|------------|
| Flowserve Management Company | HYDRAULIC PROXIMITY PROBE | 4,523,451 | 1985 |
| Flowserve Management Company | SHAFT SEAL | 4,538,820 | 1985 |
| Flowserve Management Company | MECHANICAL SEAL ASSEMBLY WITH COOLANT CIRCULATION STRUCTURE | 4,560,173 | 1985 |
| Flowserve Management Company | DOUBLE DISC GATE VALVE | 4,573,660 | 1986 |
| Flowserve Management Company | IMPROVED MECHANICAL SEAL | 4586719 | 1986 |
| Flowserve Management Company | PUMP IMPROVEMENT | 4,621,981 | 1986 |
| Flowserve Management Company | ADJUSTABLE STATOR MECHANISM FOR HIGH PRESSURE RADIAL TURBINES AND THE LIKE | 4,629,396 | 1986 |
| Flowserve Management Company | MECHANICAL SEAL WITH AUTOMATIC GAP CONVERGENCE CONTROL | 4,643,437 | 1987 |
| Flowserve Management Company | IMPROVED MECHANICAL SEAL FOR PUMPS AND METHOD OF FABRICATING SAME | 4,653,980 | 1987 |
| Flowserve Management Company | HYDROSTATIC BEARING FOR PUMPS AND THE LIKE | 4684318 | 1987 |
| Flowserve Management Company | PUMP CONSTRUCTION | 4688990 | 1987 |
| Flowserve Management Company | ADAPTIVE CONTROL SYSTEM FOR MECHANICAL SEAL ASSEMBLY | 4,691,276 | 1987 |
| Flowserve Management Company | ISOSTATIC MOLDING AND BONDING | 4,701,291 | 1987 |
| Flowserve Management Company | IMPROVED MECHANICAL SEAL FOR PUMPS | 4,703,939 | 1987 |
| Flowserve Management Company | PLUG VALVE | 4,711,264 | 1987 |
| Flowserve Management Company | MECHANICAL SEAL ASSEMBLY WITH COOLANT CIRCULATION TUBE | 4,721,311 | 1988 |

| GRANTOR | PATENT NAME | PATENT NUMBER | ISSUE DATE |
|------------------------------|---------------------------------------------------------------------------------------------------------|---------------|------------|
| Flowserve Management Company | FLUID FLOW CONTROL MEANS FOR PUMPS AND THE LIKE | 4,721,435 | 1988 |
| Flowserve Management Company | FACE SEAL WITH AUTOMATIC FACE CONVERGENCE MEANS | 4722534 | 1988 |
| Flowserve Management Company | BEARING PROTECTOR | 4,743,034 | 1988 |
| Flowserve Management Company | BELLOWS MECHANICAL SEAL WITH INACTIVE DIAPHRAGMS | 4,744,569 | 1988 |
| Flowserve Management Company | LOW NOISE PLUG VALVE | 4,774,984 | 1988 |
| Flowserve Management Company | PUMP WITH HEAT EXCHANGER | 4,775,293 | 1988 |
| Flowserve Management Company | MAGNETIC SEAL ASSEMBLY | 4,795,168 | 1989 |
| Flowserve Management Company | MECHANICAL SEAL LUBRICATION IMPROVEMENT | 4,804,194 | 1989 |
| Flowserve Management Company | PUMP HOUSING, MOULD PARTS OF A MOULD WALL FOR A PUMP HOUSING AND METHOD OF MANUFACTURING A PUMP HOUSING | 4,869,643 | |
| Flowserve Management Company | BELLOWS SEAL WITH VIBRATION DAMPER | 4,890,851 | 1990 |
| Flowserve Management Company | BEARING PROTECTOR WITH SLINGER RING | 4,890,941 | 1990 |
| Flowserve Management Company | CROSS-FLOW TRAP | 4,923,487 | 1990 |
| Flowserve Management Company | PUMP WITH HEAT EXCHANGER | 4,932,836 | 1990 |
| Flowserve Management Company | LIGHTWEIGHT HYDROGEL-BOUND AGGREGATESHAPES AND PROCESS FOR PRODUCING SAME | 4,963,515 | 1990 |
| Flowserve Management Company | FLUID HANDLING APPARATUS WITH SHAFT SLEEVE AND EXTENSION | 4,964,646 | 1990 |
| Flowserve Management Company | MULTI-ELEMENT, BI-DIRECTIONAL VALVE SEAT | 4,968,001 | 1990 |

| GRANTOR | PATENT NAME | PATENT NUMBER | ISSUE DATE |
|------------------------------|---------------------------------------------------------------------------------------------------------|---------------|------------|
| Flowserve Management Company | FILTER LEAF | 4,968,423 | 1990 |
| Flowserve Management Company | MECHANICAL SEAL ASSEMBLY | 4,971,337 | 1990 |
| Flowserve Management Company | REDUCTION OF TRANSIENT THERMAL STRESSES IN MACHINE COMPONENTS | 4,997,341 | 1991 |
| Flowserve Management Company | HOUSING SEAL CHAMBER BODY | 5,035,436 | |
| Flowserve Management Company | PUMP HOUSING, MOULD PARTS OF A MOULD WALL FOR A PUMP HOUSING AND METHOD OF MANUFACTURING A PUMP HOUSING | 5,035,574 | 1991 |
| Flowserve Management Company | REDUCTION OF TRANSIENT THERMAL STRESSES IN MACHINE COMPONENTS | 5,072,608 | 1991 |
| Flowserve Management Company | MECHANICAL SEAL | 5,076,589 | 1991 |
| Flowserve Management Company | PUMP WITH SEAL PURGE HEATER | 5,143,515 | 1992 |
| Flowserve Management Company | PRESSURE RECOVERY SEAL | 5,193,974 | 1993 |
| Flowserve Management Company | HEAT EXCHANGER THERMAL SHIELD WITH FLOW GUIDE | 5,246,337 | 1993 |
| Flowserve Management Company | BEARING PROTECTION DEVICE | 5,290,047 | 1994 |
| Flowserve Management Company | SEMI-CARTRIDGE SEAL | 5,294,132 | 1994 |
| Flowserve Management Company | METHOD FOR CONSTRUCTING A PUMPING INSTALLATION | 5,304,034 | 1994 |
| Flowserve Management Company | MULTI-STAGE CENTRIFUGAL PUMP | 5,340,272 | 1994 |
| Flowserve Management Company | NON-CANTACTING FACE SEAL | 5,370,403 | 1994 |
| Flowserve Management Company | BALL VALVE COUPLING | 5,386,967 | 1995 |

| GRANTOR | PATENT NAME | PATENT NUMBER | ISSUE DATE |
|------------------------------|-------------------------------------------------------------------------|---------------|------------|
| Flowserve Management Company | FLUID FILM SEAL | 5,388,843 | 1995 |
| Flowserve Management Company | PUMP WITH MEDIUM TIGHT SHELL AND VENTING MEANS | 5,435,701 | 1995 |
| Flowserve Management Company | PUMP WITH MEDIUM TIGHT SHELL AND VENTING MEANS | 2,274,683 | |
| Flowserve Management Company | IMPROVED EFFICIENCY MULTI-STAGE PUMP | 5,445,494 | 1995 |
| Flowserve Management Company | SHAFT ALIGNMENT DEVICE | 5,479,718 | 1996 |
| Flowserve Management Company | SECONDARY GAS/LIQUID MECHANICAL SEAL ASSEMBLY | 5,487,550 | 1996 |
| Flowserve Management Company | DOUBLE GAS BARRIER SEAL | 5,498,007 | 1996 |
| Flowserve Management Company | FACE SEAL WITH ANGLED GROOVES | 5,531,458 | 1996 |
| Flowserve Management Company | NON-CONTACTING SEAL WITH CENTERING SPRING MOUNTED IN DOVETAILED GROOVED | 5,533,739 | 1996 |
| Flowserve Management Company | FACE RING RETAINER ARRANGEMENT FOR MECHANICAL SEAL | 5,551,708 | 1996 |
| Flowserve Management Company | ENCLOSURE FOR BRITTLE MECHANICAL SEAL FACE MATERIALS | 5,556,110 | 1996 |
| Flowserve Management Company | FACE SEAL WITH ANGLED GROOVES AND SHALLOW ANNULAR GROOVE | 5,556,111 | 1996 |
| Flowserve Management Company | MECHANICAL SEAL WITH SPRING DRIVE | 5,558,342 | 1996 |
| Flowserve Management Company | MECHANICAL SEAL WITH SPRING DRIVE | 2,305,982 | |
| Flowserve Management Company | SECONDARY SEAL FOR NON-CONTACTING FACE SEAL ASSEMBLY | 5,560,622 | 1996 |
| Flowserve Management Company | BACK UP SEAL FOR SEALING BETWEEN A SHAFT AND HOUSING | 5,562,294 | 1996 |

| GRANTOR | PATENT NAME | PATENT NUMBER | ISSUE DATE |
|------------------------------|----------------------------------------------------------------------|---------------|------------|
| Flowserve Management Company | PUMP BOX WITH REPLACABLE EROSION PROTECTOR | 5,630,699 | 1997 |
| Flowserve Management Company | VALVE TRIM | 5,732,738 | 1998 |
| Flowserve Management Company | GUIDED GATE VALVE | 5,704,594 | 1998 |
| Flowserve Management Company | DIAMETRIC PLANE SPLIT MECHANICAL FACE SEAL | 5,716,054 | 1998 |
| Flowserve Management Company | FACE SEAL WITH ANGLED GROOVES AND SHALLOW ANNULAR GROOVE | 5,702,110 | 1997 |
| Flowserve Management Company | MECHANICAL SEAL WITH CONTROLLER FOR REGULATING FACE CONTACT PRESSURE | 5,762,342 | 1998 |
| Flowserve Management Company | SPIRAL GROOVE FACE SEAL | 5,722,665 | 1998 |
| Flowserve Management Company | MECHANICAL SEAL FOR WATER PUMP OF HEAVY DUTY VEHICLE | 5,797,602 | 1998 |
| Flowserve Management Company | GREASE SEAL | 5,803,463 | 1998 |
| Flowserve Management Company | GUIDED GATE VALVE | 5,820,106 | 1998 |
| Flowserve Management Company | METHOD FOR FORMING A WAVY FACE RING | 5,833,518 | 1998 |
| Flowserve Management Company | GUIDED GATE VALVE | 5,836,569 | 1998 |
| Flowserve Management Company | HEAT EXCHANGER BAFFLE DESIGN | 5,845,704 | 1999 |
| Flowserve Management Company | DOUBLE GAS SEAL WITH BELLOWS SUPPORTED BY BACKING AND SUPPORT RINGS | 5,924,697 | 1999 |
| Flowserve Management Company | DOUBLE GAS SEAL HAVING AN IMPROVED BELLOWS ARRANGEMENT | 5,941,531 | 1999 |
| Flowserve Management Company | WAVY FACE RING | 5,947,481 | 1999 |

| GRANTOR | PATENT NAME | PATENT NUMBER | ISSUE DATE |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------|------------------------|
| Flowserve Management Company | SPLIT MECHANICAL FACE SEAL AND METHOD OF ASSEMBLY THEREOF | 5,961,122 | 1999 |
| Flowserve Management Company | HYBRID FLOATING BRUSH SEAL | 5,997,004 | 1999 |
| Flowserve FCD Corporation | VALVE POSITIONER HAVING ADJUSTABLE GAIN | 5345856 | 9/13/1994 |
| Flowserve FCD Corporation | LOCKOUT MODULES | 5116018 5236172 | 5/26/1992 8/17/1993 |
| Flowserve FCD Corporation | FLUID VALVES | 5566923 5386967 | 10/22/1996 2/7/1995 |
| Flowserve FCD Corporation | INNER-LOOP VALVE SPOOL POSITIONING CONTROL APPARATUS | 5884894 | 3/23/1999 |
| Flowserve FCD Corporation | UNITARY FLUID FLOW PRODUCTION AND CONTROL SYSTEM | 5307288 | 4/26/1994 |
| Flowserve FCD Corporation | INTEGRATED PROCESS CONTROL VALVE | 5251148 | 10/5/1993 |
| Flowserve FCD Corporation | PNUMATIC VALVE POSITIONER WITH ADJUSTABLE GAIN | 5974945 | 11/2/1999 |
| Flowserve FCD Corporation | FLUID PRESSURE MODULATOR | 5282489 | 2/1/1994 |
| Flowserve FCD Corporation | ANTI-CAVITATION LOW-NOISE CONTROL VALVE CAGE TRIM FOR HIGH PRESSURE REDUCING SERVICE IN LIQUID OR GASEOUS FLOW | 4567915 | 2/4/1986 |
| Flowserve RED Corporation | NONE | | |
| Flowserve FSD Corporation | NONE | | |
| Flowserve International, Inc. | NONE | | |
| BW/IP - New Mexico, Inc. | NONE | | |
| Flowserve International, LLC | NONE | | |
| Durametallic Australia Holding Company | NONE | | |
| Flowserve Finance B.V. | NONE | | |
| Flowserve International Limited | NONE | | |

A. FLOWSERVE PATENTS

2. U.S. Patent Applications

| GRANTOR | PATENT NAME | PATENT APPLICATION NUMBER | FILING DATE |
|---------------------------------------|------------------------------------------------|---------------------------|-------------|
| Flowserve Management Company | SHAFT GUARD | Pending | -- |
| Flowserve Management Company | HERMATICALLY SEALED PUMP WITH NON-WETTED MOTOR | Pending | -- |
| Flowserve Management Company | PUMP ASSEMBLY INCLUDING INTEGRATED ADAPTER | Pending | -- |
| Flowserve RED Corporation | NONE | | |
| Flowserve FSD Corporation | NONE | | |
| Flowserve International, Inc. | NONE | | |
| BW/IP – New Mexico, Inc. | NONE | | |
| Flowserve International, LLC | NONE | | |
| Durametallc Australia Holding Company | NONE | | |
| Flowserve Finance B.V. | NONE | | |
| Flowserve International Limited | NONE | | |

A. FLOWSERVE PATENTS

3. Non-U.S. Patent Registrations

| GRANTOR | PATENT NAME | COUNTRY | PATENT NUMBER | ISSUE DATE |
|------------------------------|--------------------------------------------------------------------------------------------|----------------------------|----------------------|-------------------|
| Flowserve Management Company | METHOD FOR INDUCTION MELTING REACTIVE METALS AND ALLOYS | Australia | 608785 | 4/18/1991 |
| | | Canada | 1329990 | 6/7/1994 |
| | | Japan | 2128541 | 4/25/1997 |
| Flowserve Management Company | PTFE LINED BEARING GUIDE | Canada | 1185306 | 4/9/1985 |
| Flowserve Management Company | METHOD OF APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER | Australia | 659607 | 6/14/1995 |
| Flowserve Management Company | MECHANICAL SEAL WITH IMPROVED FACE RING MOUNTING. | Canada | 1,150,744 | |
| Flowserve Management Company | CABLE GUIDE FOR A TUBULAR ANODE | Canada | 1,151,592 | |
| Flowserve Management Company | THRUST BEARING ARRANGEMENT | Australia | 542077 | |
| | | Canada | 1,177,511 | |
| | | France | 82/06671 | |
| | | Germany | DE3212985 | |
| | | Holland | 189.424 | |
| | | Japan | 1,545,335 | |
| | | Switzerland | 660,063 | |
| UK | 2,097,069 | | | |
| Flowserve Management Company | BACK-UP MECHANICAL SEAL | Canada | 1629982 | |
| | | Jap | | |
| Flowserve Management Company | MECHANICAL SEALS FOR USE WITH SLURRY PUMPS | Australia | 59595 | |
| | | Australia | 571185 | |
| | | Canada | 1,245,684 | |
| | | Chile | 4334.411 | |
| | | European (FR, GB, DE & NL) | 0 120 158 | |
| | | Finland | 75,910 | |
| | | Finland | 78,540 | |
| | | Finland | 79,174 | |
| | | Finland | 78,539 | |
| | | Japan | 1667198 | |
| | | Japan | 1634296 | |
| | | Japan | 1736046 | |
| | | South Africa | 83/6670 | |
| | | Spain | 527.055 | |
| | | Spain | 529.137 | |

| GRANTOR | PATENT NAME | COUNTRY | PATENT NUMBER | ISSUE DATE |
|------------------------------|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------|
| Flowserve Management Company | IMPROVED MECHANICAL SEAL | Canada | 1,193,629 | |
| Flowserve Management Company | IMPROVED MECHANICAL SEAL ASSEMBLY | Canada European (FR, DE, NL & GB) Japan | 1179700 0079116 1937277 | |
| Flowserve Management Company | MECHANICAL SEAL ASSEMBLY | Canada European (FR, DE, GB, IT & SE) Japan | 1,214,479 0 086 561 1751474 | |
| Flowserve Management Company | PUMP-MECHANICAL SEAL CONSTRUCTION WITH AXIAL ADJUSTMENT MEANS | Australian Canada Chile European (FR, IT, NL, GB, & DE) Finland Japan South Africa Spain | 571306 1,262,741 35,365 0 164 177 79,897 1,858,616 85/0651 540.004 | |
| Flowserve Management Company | MECHANICAL SEAL WITH CYLINDRICAL BALANCE SLEEVE | Canada South Korea Spain | 1,244,848 52236 536.339 | |
| Flowserve Management Company | HYDRAULIC PROXIMITY PROBE | Australia Canada | 574,394 1212439 | |
| Flowserve Management Company | SHAFT SEAL | Canada | 1,244,849 | |
| Flowserve Management Company | MECHANICAL SEAL ASSEMBLY WITH COOLANT CIRCULATION STRUCTURE | Australia Canada India Mexico South Korea Venezuela | 577,241 1,266,689 164,831 163,522 29998 47.826 | |
| Flowserve Management Company | MECHANICAL SEAL ASSEMBLY WITH INTEGRAL PUMPING DEVICE | Canada | 1,181,779 | |

| GRANTOR | PATENT NAME | COUNTRY | PATENT NUMBER | ISSUE DATE |
|------------------------------|----------------------------------------------------------------------------|------------------------------------|---------------|------------|
| Flowserve Management Company | IMPROVED MECHANICAL SEAL | Argentina | 233.760 | |
| | | Australia | 566210 | |
| | | Australia | 574828 | |
| | | Canada | 1,245,685 | |
| | | Canada | 1,257,308 | |
| | | European- (FR, NL, CH, GB & DE) | 0 134 068 | |
| | | European- (FR, NL, CH, GB & DE) | 0 177 161 | |
| | | Japan | 818323 | |
| | | South Korea | 48362 | |
| | | Spain | 532.612 | |
| | | Spain | 543.022 | |
| Flowserve Management Company | PUMP IMPROVEMENT | Germany | DE3337839 | |
| | | Japan | Japan | |
| Flowserve Management Company | ADJUSTABLE STATOR MECHANISM FOR HIGH PRESSURE RADIAL TURBINES AND THE LIKE | Australia | 575434 | |
| | | Canada | 1,209,049 | |
| | | European (FR, NL, CH, GB & DE) | 0179 580 | |
| Flowserve Management Company | MECHANICAL SEAL WITH AUTOMATIC GAP CONVERGENCE CONTROL | UK | | |
| | | Germany | | |
| | | Japan | | |
| Flowserve Management Company | CARTRIDGE TYPE ROTARY SHORT SEAL WITH BEARING AND BELLOWS | Canada | 1,219,887 | |
| Flowserve Management Company | IMPROVED MECHANICAL SEAL FOR PUMPS AND METHOD OF FABRICATING SAME | Australia | 589205 | |
| | | Canada | 1,325,648 | |
| | | European (FR, IT, NL, GB & DE) | 0 213 888 | |
| | | Japan | 162197 | |
| | | Venezuela | 48,575 | |
| Flowserve Management Company | HYDROSTATIC BEARING FOR PUMPS AND THE LIKE | Canada | 1245508 | |
| | | European (FR, NL, SE, CH, GB & DE) | 0163434 | |
| Flowserve Management Company | PUMP CONSTRUCTION | Canada | 1235606 | |
| | | Italy | 1175589 | |
| | | Spain | 535.437 | |

| GRANTOR | PATENT NAME | COUNTRY | PATENT NUMBER | ISSUE DATE |
|------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|------------|
| Flowserve Management Company | ADAPTIVE CONTROL SYSTEM FOR MECHANICAL SEAL ASSEMBLY | Argentina Australia Canada China European (FR, DE, GB, NL, IT, CH & ES) Finland India Israel Japan South Africa South Korea | 241,549 580191 1,282,476 86106617 0 220 531 85620 167,664 P/80053 178535 86/7396 75164 | |
| Flowserve Management Company | IMPROVER MECHANICAL SEAL FOR PUMPS | Australia Canada France | 57720 1,335,112 86 10016 | |
| Flowserve Management Company | FLUID FLOW CONTROL MEANS FOR PUMPS AND THE LIKE | Canada (European (FR, DE, GB, NL, SE & CH) | 1,255,152 0 244 082 | |
| Flowserve Management Company | BEARING PROTECTOR | Brazil Canada India Mexico | P18801288 1,281,757 168269 166,30 | |
| Flowserve Management Company | BELLOWS MECHANICAL SEAL WITH INACTIVE DIAPHRAGMS | Argentina Australia Canada Europe (DE, NL, IT, ES & GB) | 239.145 603426 1,295,642 0 312 184 | |
| Flowserve Management Company | PUMP WITH HEAT EXCHANGER | Canada Canada Canada European France Germany Japan Netherlands Spain Switzerland United Kingdom | 1,332,035 1,319,564 1,332, 034 0 283 292 FR283292 P3872903.2 1873188 NL283292 ES283292 CH283292 GB283292 | |
| Flowserve Management Company | MAGNETIC SEAL ASSEMBLY | Canada India Mexico South Korea | 1,319,715 169679 172056 55753 | |
| Flowserve Management Company | MECHANICAL SEAL LUBRICATION IMPROVEMENT | Canada | | |

| GRANTOR | PATENT NAME | COUNTRY | PATENT NUMBER | ISSUE DATE |
|------------------------------|---------------------------------------------------------------------------------------------------------|---------------|----------------|------------|
| Flowserve Management Company | PUMP HOUSING, MOULD PARTS OF A MOULD WALL FOR A PUMP HOUSING AND METHOD OF MANUFACTURING A PUMP HOUSING | Australia | 563,613 | |
| | | Austria | 010128B2 | |
| | | Canada | 1,221,877 | |
| | | Belgium | 563,613 | |
| | | EPO | 0101628B2 | |
| | | Germany | 0101628B2 | |
| | | Great Britain | 0101628B2 | |
| | | France | 0101628B2 | |
| | | Holland | 0101628B2 | |
| | | Italy | 0101628B2 | |
| | | Japan | 16.17.833 | |
| | | Luxembourg | 0101628B2 | |
| | | Sweden | 0101628B2 | |
| Switzerland | 0101626B2 | | | |
| Flowserve Management Company | BELLOWS SEAL WITH VIBRATION DAMPER | Argentina | 243,657 | |
| | | Australia | 620005 | |
| | | Brazil | P19000187 | |
| | | Mexico | 167641 | |
| | | South Korea | | |
| Flowserve Management Company | FILTER LEAF | Canadian | 1,304,007 | |
| Flowserve Management Company | MECHANICAL SEAL ASSEMBLY | Australia | 610397 | |
| | | Brazil | PI89023781 | |
| | | Canada | 1312345 | |
| | | Columbia | 23758 | |
| | | European | 0 345 944 | |
| | | Malaysia | MY-104440A | |
| | | South Africa | 89/3818 | |
| Japan | | | | |
| Flowserve Management Company | HOUSING SEAL CHAMBER BODY | Canada | 2,020,421 | |
| Flowserve Management Company | MECHANICAL SEAL | Belgium | 0 446 531 | |
| | | European | 0 446 531 | |
| | | France | 0 446 531 | |
| | | Germany | P69025168.8-08 | |
| | | Spain | 0 446 531 | |
| | | Switzerland | 0 446 531 | |
| Japan | | | | |
| Flowserve Management Company | PUMP WITH SEAL PURGE HEATER | European | 0 470 747 | |

| GRANTOR | PATENT NAME | COUNTRY | PATENT NUMBER | ISSUE DATE |
|-------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Flowserve Management Company | IMPROVED EFFICIENCY MULTI-STAGE PUMP | Belgium UK France Germany Netherlands Italy Spain Switzerland | | |
| Flowserve Management Company | ENCLOSURE FOR BRITTLE MECHANICAL SEAL FACE MATERIALS | Europe France | 0 659 251 0 659 251 | |
| Flowserve Management Company | FACE SEAL WITH ANGLED GROOVES AND SHALLOW ANNULAR GROOVE | Australia | 685,502 | |
| Flowserve Management Company | MECHANICAL SEAL WITH SPRING DRIVE | UK | 2,305,982 | |
| Flowserve FCD Corporation | INNER-LOOP VALVE SPOOL POSITIONING CONTROL APPARATUS | EP | Published | -- |
| Flowserve FCD Corporation | INTEGRATED PROCESS CONTROL VALVE | Australia Brazil Canada Japan France (EP) DE (EP) GB (EP) Italy (EP) NL (EP) | 653151 Appealed Allowed 2772159 0462432 69130592.7 0462432 0462432 0462432 0462432 | 6/17/1999 -- -- 4/17/1998 12/9/1998 12/9/1998 12/9/1998 12/9/1998 12/9/1998 |
| Flowserve FCD Corporation | ANTI-CAVITATION LOW-NOISE CONTROL VALVE CAGE TRIM FOR HIGH PRESSURE REDUCING SERVICE IN LIQUID OR GASEOUS FLOW | Brazil France (EP) DE (EP) GB (EP) Japan Germany Australia Canada Italy | PI8505165 0174340 P3570722.4 01743402.4 1780112 0174340 568,054 1,237,634 1,214,484 | 9/25/1990 5/31/1989 5/31/1989 5/31/1989 8/13/1993 |
| Flowserve RED Corporation | NONE | | | |
| Flowserve FSD Corporation | NONE | | | |
| Flowserve International, Inc. | NONE | | | |
| BW/IP - New Mexico, Inc. | NONE | | | |
| Flowserve International, LLC | NONE | | | |

| GRANTOR | PATENT NAME | COUNTRY | PATENT NUMBER | ISSUE DATE |
|-------------------------------------------------|-------------|---------|---------------|------------|
| Durametallic Australia Holding Company | NONE | | | |
| Flowsolve Finance B.V. | NONE | | | |
| Flowsolve International Limited | NONE | | | |

A. FLOWSERVE PATENTS

4. Non-U.S. Patent Applications

| GRANTOR | PATENT NAME | COUNTRY | PATENT APPLICATION NUMBER | FILING DATE |
|----------------------------------------|--------------------------------------------------------------------------------------------|-----------------|----------------------------------|--------------------|
| Flowserve Management Company | METHOD OF APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER | Canada Japan | Pending Pending | -- -- |
| Flowserve Management Company | FRICITION WELDING APPARATUS | Canada IN | Pending Pending | -- -- |
| Flowserve RED Corporation | NONE | | | |
| Flowserve FSD Corporation | NONE | | | |
| Flowserve International, Inc. | NONE | | | |
| BW/IP – New Mexico, Inc. | NONE | | | |
| Flowserve International, LLC | NONE | | | |
| Durametallic Australia Holding Company | NONE | | | |
| Flowserve Finance B.V. | NONE | | | |
| Flowserve International Limited | NONE | | | |

B. INVATEC PATENTS

1. U.S. Patent Registrations

| GRANTOR | PATENT NAME | PATENT NUMBER | ISSUE DATE |
|----------------------------------------|---------------------------------------------------------------------------------------------|-----------------------|-------------------|
| The Safe Seal Company, Inc. | FRICITION WELDING APPARATUS (Apparatus) | 5,558,265 | 2/4/94 |
| The Safe Seal Company, Inc. | FRICITION WELDING APPARATUS (Method) | 5,735,447 | 9/23/96 |
| The Safe Seal Company, Inc. | METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER | 5,062,439 | 6/14/90 |
| The Safe Seal Company, Inc. | METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER | 5,052,427 RE 35116 | 9/20/90 |
| Innovative Valve Technologies, Inc. | NONE | | |
| Plant Maintenance, Inc. | NONE | | |
| Varco Valve, Inc. | NONE | | |
| Colonial Equipment & Service Co., Inc. | NONE | | |
| CECORP, Inc. | NONE | | |
| DIVT Acquisition-Delaware, LLC | NONE | | |
| DIVT Subsidiary, LLC | NONE | | |
| Southern Valve Service, Inc. | NONE | | |
| L.T. Koppl Industries | NONE | | |
| Harley Industries, Inc. | NONE | | |
| Koppl Company of Arizona | NONE | | |
| Seeley & Jones, Incorporated | NONE | | |
| GSV, Inc. | NONE | | |
| IPSCO-Florida, Inc. | NONE | | |
| International Piping Sevices Company | NONE | | |
| Cypress Industries, Inc. | NONE | | |
| DALCO, LLC | NONE | | |
| Plant Specialties, Inc. | NONE | | |
| Energy Maintenance, Inc. | NONE | | |

| GRANTOR | PATENT NAME | PATENT NUMBER | ISSUE DATE |
|----------------------------------------|-------------|---------------|------------|
| Preventive Maintenance, Inc. | NONE | | |
| Production Machine Incorporated | NONE | | |
| ICE Liquidating, Inc. | NONE | | |
| Valve Repair of South Carolina, Inc. | NONE | | |
| Flickinger-Benicia Inc. | NONE | | |
| Puget Investments, Inc. | NONE | | |
| Steam Supply & Rubber Co., Inc. | NONE | | |
| Flickinger Company | NONE | | |
| Boyden Inc. | NONE | | |
| Valve Actuation & Repair Company, Inc. | NONE | | |

B. INVATEC PATENTS

2. U.S. Patent Applications

NONE

3. Non-U.S. Patent Registrations

| GRANTOR | PATENT NAME | COUNTRY | PATENT NUMBER | ISSUE DATE |
|----------------------------------------|---------------------------------------------------------------------------------------------|-----------|---------------|--------------------|
| The Safe Seal Company, Inc. | METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER | Australia | 659607 | issue date 6/14/95 |
| | | Europe | EP 053839-B1 | issue date 6/14/96 |
| Innovative Valve Technologies, Inc. | NONE | | | |
| Plant Maintenance, Inc. | NONE | | | |
| Varco Valve, Inc. | NONE | | | |
| Colonial Equipment & Service Co., Inc. | NONE | | | |
| CECORP, Inc. | NONE | | | |
| DIVT Acquisition-Delaware, LLC | NONE | | | |
| DIVT Subsidiary, LLC | NONE | | | |
| Southern Valve Service, Inc. | NONE | | | |
| L.T. Koppl Industries | NONE | | | |
| Harley Industries, Inc. | NONE | | | |
| Koppl Company of Arizona | NONE | | | |
| Seeley & Jones, Incorporated | NONE | | | |
| GSV, Inc. | NONE | | | |
| IPSCO-Florida, Inc. | NONE | | | |
| International Piping Services Company | NONE | | | |
| Cypress Industries, Inc. | NONE | | | |
| DALCO, LLC | NONE | | | |

| GRANTOR | PATENT NAME | COUNTRY | PATENT NUMBER | ISSUE DATE |
|----------------------------------------|-------------|---------|---------------|------------|
| Plant Specialties, Inc. | NONE | | | |
| Energy Maintenance, Inc. | NONE | | | |
| Preventive Maintenance, Inc. | NONE | | | |
| Production Machine Incorporated | NONE | | | |
| ICE Liquidating, Inc. | NONE | | | |
| Valve Repair of South Carolina, Inc. | NONE | | | |
| Flickinger-Benicia Inc. | NONE | | | |
| Puget Investments, Inc. | NONE | | | |
| Steam Supply & Rubber Co., Inc. | NONE | | | |
| Flickinger Company | NONE | | | |
| Boyden Inc. | NONE | | | |
| Valve Actuation & Repair Company, Inc. | NONE | | | |

B. INVATEC PATENTS

4. Non-U.S. Patent Applications

| GRANTOR | PATENT NAME | COUNTRY | PATENT APPLICATION NUMBER | FILING DATE |
|----------------------------------------|---------------------------------------------------------------------------------------------|----------------|----------------------------------|--------------------|
| The Safe Seal Company, Inc. | FRICITION WELDING APPARATUS | Canada | pending | 2/3/95 |
| | | India | pending | 2/3/95 |
| The Safe Seal Company, Inc. | METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER | Japan | pending | 6/14/91 |
| Innovative Valve Technologies, Inc. | NONE | | | |
| Plant Maintenance, Inc. | NONE | | | |
| Varco Valve, Inc. | NONE | | | |
| Colonial Equipment & Service Co., Inc. | NONE | | | |
| CECORP, Inc. | NONE | | | |
| DIVT Acquisition-Delaware, LLC | NONE | | | |
| DIVT Subsidiary, LLC | NONE | | | |
| Southern Valve Service, Inc. | NONE | | | |
| L.T. Koppl Industries | NONE | | | |
| Harley Industries, Inc. | NONE | | | |
| Koppl Company of Arizona | NONE | | | |
| Seeley & Jones, Incorporated | NONE | | | |
| GSV, Inc. | NONE | | | |
| IPSCO-Florida, Inc. | NONE | | | |
| International Piping Services Company | NONE | | | |
| Cypress Industries, Inc. | NONE | | | |
| DALCO, LLC | NONE | | | |

| GRANTOR | PATENT NAME | COUNTRY | PATENT APPLICATION NUMBER | FILING DATE |
|----------------------------------------|-------------|---------|---------------------------|-------------|
| Plant Specialties, Inc. | NONE | | | |
| Energy Maintenance, Inc. | NONE | | | |
| Preventive Maintenance, Inc. | NONE | | | |
| Production Machine Incorporated | NONE | | | |
| ICE Liquidating, Inc. | NONE | | | |
| Valve Repair of South Carolina, Inc. | NONE | | | |
| Flickinger-Benicia Inc. | NONE | | | |
| Puget Investments, Inc. | NONE | | | |
| Steam Supply & Rubber Co., Inc. | NONE | | | |
| Flickinger Company | NONE | | | |
| Boyden Inc. | NONE | | | |
| Valve Actuation & Repair Company, Inc. | NONE | | | |

C. IDP PATENTS

1. U.S. Patent Registrations

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

| GRANTOR | PATENT | PATENT NUMBER | ISSUE DATE |
|--------------------------------|-------------------------------------------------------------------------------|----------------------|-------------------|
| Ingersoll-Dresser Pump Company | IMPELLAR FOR CENTRIFUGAL PUMPS | 2068854 5192193 | 3/9/1993 |
| Ingersoll-Dresser Pump Company | MAGNETICALLY COUPLED CENTRIFUGAL PUMP WITH IMPROVED COOLING AND LUBRICATION | 5248245 | 9/28/1993 |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP WITH MONOLITHIC DIFFUSER AND RETURN VANE CHANNEL RING MEMBER | 5344285 | 9/6/1994 |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP WITH RESILIENTLY BIASING DIFFUSER | 5456577 | 10/10/1995 |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP | 5385445 | 1/31/1995 |
| Ingersoll-Dresser Pump Company | BUSHING | 357030 | 4/14/1995 |
| Ingersoll-Dresser Pump Company | CAVITATION RESISTANT FLUID IMPELLERS AND METHOD FOR MAKING SAME | 5514329 | 5/7/1996 |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP | 5871332 | 2/16/1999 |
| Ingersoll-Dresser Pump Company | FLUID JET DECOKING TOOL | 5816505 | 10/6/1998 |
| Ingersoll-Dresser Pump Company | OPEN BOWL FOR A VERTICAL TURBINE PUMP | ALLOWED 5993153 | 11/30/1999 |

| GRANTOR | PATENT | PATENT NUMBER | ISSUE DATE |
|--------------------------------|---------------------------------------------------------------|-------------------------------|------------------------------------|
| Ingersoll-Dresser Pump Company | CONSTANT FLOW CASCADE LUBRICATION SYSTEM | 5779005 | 7/14/1998 |
| Ingersoll-Dresser Pump Company | FRONT- REMOVABLE BEARING HOUSING FOR VERTICAL TURBINE PUMP | 5944482 | 8/31/1999 |
| Ingersoll-Dresser Pump Company | MULTI-STAGE VERTICAL TURBINE PUMP WITH COMMINATION | ALLOWED | |
| Ingersoll-Dresser Pump Company | ROTO-DYNAMIC PUMP WITH BACKFLOW RECIRCULATOR | 4375937 | 3/8/1983 |
| Ingersoll-Dresser Pump Company | PUMPING APPARATUS | 4557669 | 12/10/1985 |
| Ingersoll-Dresser Pump Company | PUMPING SYSTEM | 4570833 | 2/18/1986 |
| Ingersoll-Dresser Pump Company | PUMP WITH REPLACEABLE CARTRIDGE | 4614481 | 9/30/1986 |
| Ingersoll-Dresser Pump Company | PUMPING SYSTEM WITH CONTROL VALVE | 4685592 | 8/11/1987 |
| Ingersoll-Dresser Pump Company | RETURNABLE CONTAINER SYSTEM | 4804109 | 2/14/1989 |
| Ingersoll-Dresser Pump Company | DETACHABLE CHEMICAL SPRAYER | 4826083 | 5/2/1989 |
| Ingersoll-Dresser Pump Company | QUICK AND DRY COUPLING | 4986304 5168897 5092363 | 1/22/1991 12/8/1992 3/3/1992 |
| Ingersoll-Dresser Pump Company | JOURNAL BEARING RETAINER SYSTEM WITH ECCENTRIC LOCK | 5683185 | 11/4/1997 |
| Ingersoll-Dresser Pump Company | TAMPER EVIDENT VENT SYSTEM FOR CONTAINERS | 5160054 | 11/3/1992 |
| Ingersoll-Dresser Pump Company | COMPACT INTERBOWL ASSEMBLY COUPLED FOR VERTICAL TURBINE PUMPS | 5921750 | 7/13/1999 |

| GRANTOR | PATENT | PATENT NUMBER | ISSUE DATE |
|--------------------------------|------------------------------------------------------------------|-----------------------------|-------------------------|
| Ingersoll-Dresser Pump Company | FITTING FOR EMPTYING A CONTAINER | 5186365 | 2/16/1993 |
| Ingersoll-Dresser Pump Company | SEAL ENGAGING RING | 5184747 354681 358988 | 2/9/1993 |
| Ingersoll-Dresser Pump Company | SEALLESS PUMP CORROSION DETECTOR | 5297940 | 3/29/1994 |
| Ingersoll-Dresser Pump Company | MAGNETICALLY COUPLED CENTRIFUGAL PUMP | 5269664 | 12/14/1993 |
| Ingersoll-Dresser Pump Company | PUMP W/FAILURE RESPONSIVE DISCHARGE VALVE | 5366351 5450987 | 11/12/1994 9/19/1995 |
| Ingersoll-Dresser Pump Company | SYSTEM FOR DISPENSING DRY AGRICULTURAL CHEMICALS | 5638285 | 6/10/1997 |
| Ingersoll-Dresser Pump Company | METHOD FOR DISPENSING DRY GRANULAR MATERIALS | 5737221 | 4/7/1998 |
| Ingersoll-Dresser Pump Company | METERING DEVICE FOR GRANULAR MATERIALS | 5524794 | 6/11/1996 |
| Ingersoll-Dresser Pump Company | POWER SEQUENCING METHOD FOR ELECTRO-MECHANICAL DISPENSING DEVICE | 5539669 | 7/23/1996 |
| Ingersoll-Dresser Pump Company | ENCAPSULATED MAGNET CARRIER | 5831364 | 11/3/1998 |
| Ingersoll-Dresser Pump Company | METHOD FOR MAKING AN ENCAPSULATED MAGNET CARRIER | 5964028 | 10/12/1999 |
| Ingersoll-Dresser Pump Company | BEARING AND SEAL PERCOLATOR FOR A CENTRIFUGAL PUMP | 5667357 | 9/16/1997 |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP | | |
| Ingersoll-Dresser Pump Company | PUMP IMPELLER HAVING SEPARATE OFFSET INLET VANES | 5605444 | 2/25/1997 |

| GRANTOR | PATENT | PATENT NUMBER | ISSUE DATE |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------|------------|
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP WITH AN AXIAL-FIELD INTEGRAL MOTOR COOLED BY WORKING FLUID | 6012909 | 1/11/2000 |
| INGERSOLL-DRESSER PUMP COMPANY | SYSTEM FOR TRANSPORTING AND DISPENSING GRANULAR MATERIALS (2385-ID-1P AND 2450-ID0IP WERE COMBINED INTO THIS DOCKET) | 5641011 | 6/24/1999 |
| Ingersoll-Dresser Pump Company | DIAPHRAGM FOR SEAL-LESS INTEGRAL-MOTOR PUMP (PIERCEY FROM KAMAN ELECTRO-MAGNETICS HUSON, MA) | 5951267 | 9/14/1999 |
| Ingersoll-Dresser Pump Company | POLYMER-BACKED THRUST BEARINGS | 6024494 | |
| Ingersoll-Dresser Pump Company | TRANSFER VALVE FOR A GRANULAR MATERIALS DISPENSING SYSTEM | 5687782 | 11/18/1997 |
| Ingersoll-Dresser Pump Company | INTEGRAL CLOSE COUPLING FOR A ROTARY GEAR PUMP | 5788473 | 8/4/1998 |
| Ingersoll-Dresser Pump Company | BUTTONS FOR PRODUCT LUBRICATED THRUST BEARINGS | 5927860 | 7/27/1999 |
| Ingersoll-Dresser Pump Company | COLUMN INSERT BEARING HOUSING | 4391475 | 7/15/1983 |
| Ingersoll-Dresser Pump Company | FIBER-FILLED POLYMER IMPELLER | 4767277 | 8/30/1998 |
| Ingersoll-Dresser Pump Company | LUBRICATION DEVICE | 4466508 | 8/21/1984 |
| Ingersoll-Dresser Pump Company | HIGH SPEED CENTRIFUGAL PUMP AND METHOD FOR OPERATING SAME AT | 4389160 | 6/21/1983 |

| GRANTOR | PATENT | PATENT NUMBER | ISSUE DATE |
|--------------------------------|-----------------------------------------------------------------------------|---------------|------------|
| | REDUCED NOISE LEVELS | | |
| Ingersoll-Dresser Pump Company | DECOKING TOOL | 4738399 | 4/19/1988 |
| Ingersoll-Dresser Pump Company | SINGLE ACTING PUMP WITH DOUBLE ACTING DRIVE | 4762051 | 8/9/1998 |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP WITH INTEGRAL SUCTION VALVE | 4818177 | 4/4/1989 |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP WITH AN AXIAL-FIELD INTEGRAL MOTOR COOLED BY WORKING FLUID | 6012909 | 1/11/2000 |
| IDP Alternate Energy Company | NONE | | |
| Energy Hydro, Inc. | NONE | | |
| Pump Investments, Inc. | NONE | | |

C. IDP PATENTS

2. U.S. Patent Applications

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

| GRANTOR | PATENT | PATENT APPLICATION NUMBER | FILING DATE |
|--------------------------------|---------------------------------------------------------------|---------------------------|-------------|
| Ingersoll-Dresser Pump Company | FORCED CLOSED-LOOP COOLING FOR A SUBMERSIBLE PUMP MOTOR | PENDING | |
| Ingersoll-Dresser Pump Company | SEAL LESS INTEGRAL-MOTOR PUMP WITH REGENERATIVE IMPELLER DISK | PENDING | |
| Ingersoll-Dresser Pump Company | COMPACT SEAL-LESS SCREW PUMP | PENDING | |
| Ingersoll-Dresser Pump Company | SEALLESS MULTIPHASE SCREW PUMP-AND-MOTOR PACKAGE | PENDING | |
| IDP Alternate Energy Company | NONE | | |
| Energy Hydro, Inc. | NONE | | |
| Pump Investments, Inc. | NONE | | |

C. IDP PATENTS

3. Non- U.S. Patent Registrations

(All Ingersoll-Dresser Pump Company Intellectual Property assigned to Flowserve Management Company immediately after Closing).

| GRANTOR | PATENT TITLE | COUNTRY | PATENT NUMBER | ISSUE DATE |
|--------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP | AU CA DE FR GB IT JP | 617505 1308959 3925890 89/10674 2222207 1231299 2097093 | |
| Ingersoll-Dresser Pump Company | INTEGRAL MOTOR-PUMP | AU DE EP FR GB IT JP KR WO | 651399 69105211.5 0551435 0551435 0551435 0551435 2546943 171871 NATIONAL | |
| Ingersoll-Dresser Pump Company | IMPELLAR FOR CENTRIFUGAL PUMPS | CN GB KR | 92104767.3 2256901 114513 | |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP WITH MONOLITHIC DIFFUSER AND RETURN VANE CHANNEL RING MEMBER | CH GB | 689400 2283059 | |
| Ingersoll-Dresser Pump Company | CAVITATION RESISTANT FLUID IMPELLERS AND METHOD FOR MAKING SAME | AU CN DE EP ES FR GB IT MX NL 'IW WO ZA | 683389 95193829.0 69502609.7 0769077 0769077 0769077 0769077 0769077 190354 0769077 NI-077754 NATIONAL 95/5296 | |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP | GB IT | 2290113 1275286 | |

| GRANTOR | PATENT TITLE | COUNTRY | PATENT NUMBER | ISSUE DATE |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------|---------------------------------|------------|
| Ingersoll-Dresser Pump Company | FLUID JET DECOKING TOOL | WO | NATIONAL | |
| | QUICK AND DRY COUPLING | JP | 2701088 | |
| Ingersoll-Dresser Pump Company | TAMPER EVIDENT VENT SYSTEM FOR CONTAINERS | JP WO | 2811370 NATIONAL | |
| Ingersoll-Dresser Pump Company | BEARING AND SEAL PERCOLATOR FOR A CENTRIFUGAL PUMP | GB | 2310690 | |
| Ingersoll-Dresser Pump Company | PUMP IMPELLER HAVING SEPARATE OFFSET INLET VANES | AU TW WO | 712130 NI-097639 NATIONAL | |
| Ingersoll-Dresser Pump Company | SYSTEM FOR TRANSPORTING AND DISPENSING GRANULAR MATERIALS (2385-ID-IP AND 2450-ID0IP WERE COMBINED INTO THIS DOCKET) | WO | NATIONAL | |
| Ingersoll-Dresser Pump Company | LUBE OIL RING PUMP | CA | 1237679 | |
| Ingersoll-Dresser Pump Company | HIGH PRESSURE RECIPROCATING PUMP | EP WO | 0378645 NATIONAL | |
| IDP Alternate Energy Company | NONE | | | |
| Energy Hydro, Inc. | NONE | | | |
| Pump Investments, Inc. | NONE | | | |

C. IDP PATENTS

4. Non- U.S. Patent Applications

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

| GRANTOR | PATENT TITLE | COUNTRY | PATENT APPLICATION NUMBER | FILING DATE |
|--------------------------------|-------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------|--------------------|
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP WITH MONOLITHIC DIFFUSER AND RETURN VANE CHANNEL RING MEMBER | DE JP | PENDING PENDING | |
| Ingersoll-Dresser Pump Company | CAVITATION RESISTANT FLUID IMPELLERS AND METHOD FOR MAKING SAME | CA IN KR | PENDING PENDING PENDING | |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP | CA DE JP | PENDING PENDING PENDING | |
| Ingersoll-Dresser Pump Company | FLUID JET DECOKING TOOL | CA EP IN JP MX TW VE | PENDING PUBLISHED PENDING PENDING PENDING PENDING PENDING | |
| Ingersoll-Dresser Pump Company | DIVERTER VALVE WITEI CUT-OFF AND BLEED FUNCTIONS | JP MX NL | PENDING PENDING PENDING | |
| Ingersoll-Dresser Pump Company | OPEN BOWL FOR A VERTICAL TURBINE PUMP | JP MS NL CA EG TH | PENDING PENDING PENDING PENDING PENDING PENDING | |
| Ingersoll-Dresser Pump Company | CONSTANT FLOW CASCADE LUBRICATION | BR CA CN EP IN | PENDING PENDING PENDING PUBLISHED PENDING | |
| Ingersoll-Dresser Pump Company | FRONT- REMOVABLE BEARING HOUSING FOR VERTICAL TURBINE PUMP | CA EG TH | PENDING PENDING PENDING | |

| GRANTOR | PATENT TITLE | COUNTRY | PATENT APPLICATION NUMBER | FILING DATE |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------|-------------|
| Ingersoll-Dresser Pump Company | FORCED CLOSED-LOOP COOLING FOR A SUBMERSIBLE PUMP MOTOR | BR CA EP JP | PENDING PENDING PENDING PENDING | |
| Ingersoll-Dresser Pump Company | COMPACT INTERBOWL ASSEMBLY COUPLED FOR VERTICAL TURBINE PUMPS | CA | PENDING | |
| Ingersoll-Dresser Pump Company | MAGNETICALLY COUPLED CENTRIFUGAL PUMP | DE JP | PENDING PENDING | |
| Ingersoll-Dresser Pump Company | MATERIAL DISPENSING SYSTEM | CA | PENDING | |
| Ingersoll-Dresser Pump Company | POWER SEQUENCING METHOD FOR ELECTRO-MECHANICAL DEVICE | CA | PENDING | |
| Ingersoll-Dresser Pump Company | ENCAPSULATED MAGNET CARRIER | CA GB | PENDING PENDING | |
| Ingersoll-Dresser Pump Company | BEARING AND SEAL PERCOLATOR FOR A CENTRIFUGAL PUMP | CA | PENDING | |
| Ingersoll-Dresser Pump Company | PUMP IMPELLER HAVING SEPARATE OFFSET INLET VANES | CA CN EP | PENDING PUBLISHED PENDING | |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP WITH AN AXIAL-FIELD INTEGRAL MOTOR COOLED | DE GB JP | PENDING PUBLISHED PENDING | |
| Ingersoll-Dresser Pump Company | SYSTEM FOR TRANSPORTING AND DISPENSING GRANULAR MATERIALS (2385-ID-IP AND 2450-ID0IP WERE COMBINED INTO THIS DOCKET) | JP MX WO | PENDING PENDING NATIONAL | |

| GRANTOR | PATENT TITLE | COUNTRY | PATENT APPLICATION NUMBER | FILING DATE |
|--------------------------------|----------------------------------------------------------------------------------------------|----------------|---------------------------------|-------------|
| | | | | |
| Ingersoll-Dresser Pump Company | DIAPHRAGM FOR SEAL-LESS INTEGRAL-MOTOR PUMP (PIERCEY FROM KAMAN ELECTRO-MAGNETICS HUSON, MA) | GB | PUBLISHED | |
| Ingersoll-Dresser Pump Company | TRANSFER VALVE FOR A GRANULAR MATERIALS DISPENSING SYSTEM | CA | PENDING | |
| Ingersoll-Dresser Pump Company | INTEGRAL CLOSE COUPLING FOR A ROTARY GEAR PUMP | CA | PENDING | |
| Ingersoll-Dresser Pump Company | BUTTONS FOR PRODUCT LUBRICATED THRUST BEARINGS | GB | PUBLISHED | |
| Ingersoll-Dresser Pump Company | COMPACT SEAL-LESS SCREW PUMP | CA EP VE | PENDING PUBLISHED PENDING | |
| Ingersoll-Dresser Pump Company | CENTRIFUGAL PUMP WITH AN AXIAL-FIELD INTEGRAL MOTOR COOLED BY WORKING FLUID | DE GB JP | PENDING PUBLISHED PENDING | |
| IDP Alternate Energy Company | NONE | | | |
| Energy Hydro, Inc. | NONE | | | |
| Pump Investments, Inc. | NONE | | | |

**SCHEDULE V TO THE
SECURITY AGREEMENT**

TRADEMARKS

A. FLOWSERVE TRADEMARKS

1. U.S. Trademark Registrations

| GRANTOR | TRADEMARK | REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------------------------------------------------|-------------------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Flowserve FCD Corporation | ACCORD (STYLIZED) | 1597174 | 5/22/2000 |
| Flowserve FCD Corporation | AUTOMAX INC & DESIGN | 1517015 | 12/20/2008 |
| Flowserve FCD Corporation | CENTURA | 1721600 | 10/6/2002 |
| Flowserve FCD Corporation | CHANNELSTREAM | 1393912 | 5/20/2006 |
| Flowserve FCD Corporation | PHAROS | 1652259 | 7/30/2001 |
| Flowserve FCD Corporation | PHAZER | 1828775 | 3/2/2004 |
| Flowserve FCD Corporation | ULTRASWITCH | 1647324 | |
| Flowserve FCD Corporation | KAMMER (STYLIZED) | 1850586 | 8/23/2004 |
| Flowserve FCD Corporation | VALDISK | 1,135,629 | |
| Flowserve FCD Corporation | VALTEK INC. (w/design) | 895,854 | |
| Flowserve FCD Corporation | VALTEK MAXFLO | 2142246 | 3/10/2008 |
| Anchor Darling [Assigned to Flowserve Management Company] | ADAC | 1170933 | 9/29/2001 |
| Flowserve Management Company | BIG MAX | 1149600 | 3/31/2001 |
| Flowserve Management Company | BW SEALS | 1728892 | 11/3/2002 |
| Flowserve Management Company | BW/IP (STYLIZED) | 1548874 | 7/25/2009 |
| Flowserve Management Company | BYRON JACKSON | 378463 | 6/11/2000 |
| Flowserve Management Company | DURCO | 295561 432949 417872 418706 | 7/5/2002 9/28/2007 11/20/2005 1/8/2006 |
| Flowserve Management Company | DURCO-CAST | 0774446 | 8/4/2004 |
| Flowserve Management Company | DURCO-D | 743252 743264 743322 761525 761311 761329 761338 761630 | 1/8/2003 1/8/2003 1/8/2003 12/17/2003 12/10/2003 12/10/2003 12/10/2003 12/17/2003 |
| Flowserve Management Company | DURCOMETER | 1245145 | -- |
| Flowserve Management Company | DURCON | 772193 611024 | 6/30/2004 8/23/2005 |
| Flowserve Management Company | DURCOPUMP | 395550 | 6/2/2002 |
| Flowserve Management Company | FIVE STAR SEAL & DESIGN | 1291851 | 8/28/2004 |
| Flowserve Management Company | LIFESHIELD | 1857472 | 10/11/2004 |
| Flowserve Management Company | GASPAC | 1941730 | 12/12/2005 |
| Flowserve Management Company | PAC-SEAL | 2073563 | |

| GRANTOR | TRADEMARK | REGISTRATION NUMBER | REGISTRATION DATE |
|-----------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------|----------------------------------------------------------------|
| Flowserve Management Company | SLEEVELINE | 697997 | 5/24/2000 |
| Flowserve Management Company | T-LINE | 912253 892839 | 6/8/2001 6/16/2000 |
| Flowserve Management Company | UNITED CENTRIFUGAL | 1644974 | 5/21/2001 |
| Flowserve Management Company | WILSON-SNYDER | 551064 | 11/20/2001 |
| Flowserve Management Company | UPC | 213477803 | 2/3/2008 |
| Innovative Valve Technologies [Assigned to Flowserve Management Company] | PWR.SEAL TECHNOLOGY | 2283194 | 10/5/2009 |
| Innovative Valve Technologies [Assigned to Flowserve Management Company] | INNOVATIVE VALVE TECHNOLOGIES, INC. | 2304575 | 12/28/2009 |
| Innovative Valve Technologies [Assigned to Flowserve Management Company] | INVATEC | 2304574 | 12/28/2009 |
| Flowserve International, Inc. | BYRON JACKSON/UNITED | 2,034,059 | |
| Flowserve International, Inc. | FIVE STAR SEAL DESIGN (DOUBLE) | 1624849 | 11/27/2000 |
| Flowserve International, Inc. | FIVE STAR SEAL DESIGN (SINGLE) | 1674796 | 2/11/2002 |
| Flowserve FSD Corporation | DMC | 0979,376 | |
| Flowserve FSD Corporation | DURAFITE | 0902,609 | |
| Flowserve FSD Corporation | DURAFLOX | 0 861,684 | |
| Flowserve FSD Corporation | DURA HOOKS | 0347,926 | |
| Flowserve FSD Corporation | DURA LAPPER | 0789,961 | |
| Flowserve FSD Corporation | DURAMETALLIC | 183,441 1,283,049 | |
| Flowserve FSD Corporation | DURA SEAL | 0319,472 1,022,668 | |
| Flowserve FSD Corporation | METAL FAB | 1,388,031 | |
| Flowserve Corporation | DURIRON | 0591017 0606594 0603774 0096259 | 6/15/2004 5/31/2005 3/29/2005 4/14/2004 |
| Flowserve Corporation | MAGNALERT | 1,808,367 | |
| Flowserve Corporaiton | QUADRA PRESS | 1,127,811 | |
| Flowserve Corporation | FLOWSERVE | 2333567 2286139 2261469 2261470 2333568 | 3/21/2010 10/12/2009 7/13/2009 7/13/2009 3/21/2010 |
| Flowserve Corporation | GUARDIAN | 1746297 | 1/12/2003 |
| The Safe Seal Company, Inc. | SAFE SEAL | 2194856 | 10/13/2008 |
| Flowserve RED Corporation | NONE | | |
| BW/IP - New Mexico, Inc. | NONE | | |
| Flowserve International, LLC | NONE | | |
| Durametallc Australia Holding Company | NONE | | |

A. FLOWSERVE TRADEMARKS

2. U.S. Trademark Applications

| GRANTOR | TRADEMARK | APPLICATION NUMBER | FILING DATE |
|---------------------------------------|-----------|--------------------|-------------|
| Flowserve FCD Corporation | VALTEK | Pending Pending | -- |
| Flowserve Management Company | NONE | | |
| Flowserve International, Inc. | NONE | | |
| Flowserve FSD Corporation | NONE | | |
| Flowserve Corporation | FLOWSERVE | 75-312447 | |
| Flowserve RED Corporation | NONE | | |
| BW/IP - New Mexico, Inc. | NONE | | |
| Flowserve International, LLC | NONE | | |
| Durametallc Australia Holding Company | NONE | | |

A. FLOWSERVE TRADEMARKS

3. Non-U.S. Trademark Registrations

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|-----------------------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Anchor Darling [Assigned to Flowserve Management Company] | ANCHOR DARLING | France | 1559256 | 12/20/1979 |
| Anchor Darling [Assigned to Flowserve Management Company] | ANCHOR / DARLING | UK Germany Israel Italy South Korea Taiwan | B1125895 1010076 49248 381394 71163 134160 | 12/19/1979 12/22/1979 12/26/1979 1/10/1980 7/31/1980 6/1/1990 |
| Anchor Darling [Assigned to Flowserve Management Company] | ANCHOR / DARLING (DEVICE) | Benelux | 363296 | 12/18/1979 |
| Flowserve Management Company | BW SEALS | Australia Benelux Canada Colombia Denmark France Iran Italy Mexico Philippines Saudi Arabia Singapore Spain Taiwan UK | 611424 470167 443166 179838 00161/1992 1718690 71748 575671 386883 58015 255/91 B4733/92 1516478 733726 1403594 | 9/14/1993 10/25/1989 5/26/1995 7/12/1993 1/17/1992 7/28/1989 12/12/1993 10/1/1992 6/1/1990 5/12/1994 9/23/1990 6/24/1992 11/5/1991 10/31/1996 5/11/1989 |
| Flowserve Management Company | BW SEALS LOGO | Argentina | 1600234 | 5/17/1996 |
| Flowserve Management Company | <i>BW/IP</i> | Venezuela Venezuela | 153127 153128 | 2/16/1994 2/16/1994 |
| Flowserve Management Company | BW/IP (DESIGN) | Venezuela | 153126 | 2/16/1994 |
| Flowserve Management Company | BW/IP (DEVICE) | Spain | 1307428 | 6/5/1990 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|------------------------------|------------------|--------------|---------------------|-------------------|
| Flowserve Management Company | BW/IP (STYLIZED) | Thailand | 46469 | 7/2/1996 |
| | | Argentina | 1332325 | 2/15/1989 |
| | | Benelux | 483051 | 2/22/1989 |
| | | Canada | TMA404402 | 11/6/1992 |
| | | France | 1533629 | 5/30/1989 |
| | | Germany | 1182902 | 12/17/1991 |
| | | Indonesia | 280410 | 10/2/1992 |
| | | Italy | 575749 | 10/1/1992 |
| | | Japan | 2448338 | 8/31/1992 |
| | | Saudi Arabia | 222/46 | 7/29/1990 |
| | | Singapore | B4732/92 | 6/24/1992 |
| | | Switzerland | 370960 | 2/23/1989 |
| | | Philippines | 55437 | 6/21/1993 |
| | | UK | 1403598 | 10/27/1989 |
| | | Saudi Arabia | 222/47 | 7/29/1990 |
| Thailand | 44725 | 8/2/1995 | | |
| Iran | 69211 | 10/17/1992 | | |
| Flowserve Management Company | BW/IP Design | Venezuela | 153125 | 2/16/1994 |
| Flowserve Management Company | BW/IP DESIGN | Mexico | 381137 | 8/16/1990 |
| | | Mexico | 381138 | 8/16/1990 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|------------------------------|---------------|-----------------|---------------------|-------------------|
| Flowserve Management Company | BYRON JACKSON | Argentina | 1592107 | 1933 |
| | | Australia | B273316 | 10/23/1970 |
| | | Australia | B243395 | 10/23/1970 |
| | | Australia | B243398 | 1970 |
| | | Austria | 56302 | 12/17/1965 |
| | | Benelux | 103007 | 12/24/1971 |
| | | Bolivia | 32922 | 2/4/1977 |
| | | Brazil | 811047318 | 1/8/1985 |
| | | Bulgaria | 9174 | 10/30/1973 |
| | | Canada | 2/997 | 2/2/1933 |
| | | Chile | 417153 | 11/28/1933 |
| | | China | 161183 | 8/15/1982 |
| | | Costa Rica | 64298 | 1/17/1985 |
| | | Czech Republic | 162135 | 1974 |
| | | Czech Republic | 162136 | 3/13/1974 |
| | | Denmark | 1137 | 4/30/1966 |
| | | France | 1336929 | 1/3/1986 |
| | | Germany | 823449 | 8/29/1966 |
| | | UK | 2006989 | 1/6/1995 |
| | | Greece | 33890 | 8/5/1965 |
| | | Hungary | 116847 | 11/20/1973 |
| | | Indonesia | 403517 | 11/6/1997 |
| | | Iran | 56125 | 2/23/1983 |
| | | Italy | 568658 | 1992 |
| | | Italy | 714612 | 6/18/1997 |
| | | Japan | 718894 | 9/6/1966 |
| | | Japan | 490789 | 10/31/1956 |
| | | South Korea | 10159 | 8/12/1965 |
| | | Kuwait | 14439 | 3/26/1993 |
| | | Malaysia | M/B73923 | 1/6/1977 |
| | | Malaysia | M/B73924 | 1/6/1977 |
| | | Mexico | 45819 | 4/15/1943 |
| | | Panama | 032840 | 10/14/1983 |
| | | Paraguay | 193760 | 7/1/1976 |
| | | Peru | 18972 | 11/22/1963 |
| | | Philippines | 35460 | 3/5/1986 |
| | | Poland | 52491 | 10/29/1974 |
| | | Qatar | 3471 | 4/19/1983 |
| | | Saudi Arabia | 113/31 | 3/25/1985 |
| | | Slovak Republic | 162135 | 3/13/1974 |
| | | South Africa | B65/4411 | 11/1/1965 |
| | | Spain | 482836 | 9/5/1967 |
| | | Spain | 482838 | 1/24/1967 |
| | | Spain | 482837 | 5/7/1969 |
| | | Switzerland | 340713 | 7/21/1965 |
| | | Taiwan | 90605 | 7/1/1977 |
| | | Taiwan | 400009 | 1988 |
| Thailand | 55986 | 1/14/1977 | | |
| Russian Fed. | 50609 | 9/25/1973 | | |
| Uruguay | 291852 | 2/26/1977 | | |
| Venezuela | 21242 | 8/13/1949 | | |
| Algeria | 40160 | 5/24/1978 | | |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|------------------------------|-----------------------------|-----------------|---------------------|-------------------|
| | | Cuba | 96258 | 4/8/1958 |
| | | Equador | 3162-9 | 7/12/1983 |
| | | Romania | 1725 | 8/21/1933 |
| | | Turkey | 110427 | 12/2/1968 |
| | | East Germany | 640369 | 8/21/1974 |
| Flowserve Management Company | BYRON JACKSON | Taiwan | 00880863 | 1/31/2000 |
| Flowserve Management Company | BYRON JACKSON | Mexico | 45824 | 4/15/1943 |
| Flowserve Management Company | BYRON JACKSON (in katakana) | Slovak Republic | 162136 | 3/13/1974 |
| Flowserve Management Company | BYRON JACKSON (in katakana) | Japan | 2076780 | 9/30/1988 |
| Flowserve Management Company | CHEMSTAR | France | 1519103 | 3/14/1989 |
| Flowserve Management Company | | Germany | 1182630 | 11/29/1991 |
| Flowserve Management Company | | UK | 1372876 | 2/14/1989 |
| Flowserve Management Company | CHLORIMET | France | RN 1492413 | 1968 |
| Flowserve Management Company | | Italy | RN 0550867 | 1968 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|------------------------------|--------------|----------------|---------------------|-------------------|
| Flowserve Management Company | DURAMETALLIC | Argentina | RN 621597 | 1969 |
| | | Argentina | RN 1373154 | 1990 |
| | | Australia | RN A208222 | 1974 |
| | | Bahrain | RN 9654 | 1985 |
| | | Benelux | RN 033985 | 1971 |
| | | Brazil | RN 1232/0602.251 | 1974 |
| | | Canada | RN 241/52108 | 1931 |
| | | Canada | RN 334048 | 1987 |
| | | Chile | RN 446515 | 1995 |
| | | Columbia | RN 173759 | 1995 |
| | | Czechoslovakia | RN 176969 | 1992 |
| | | Ecuador | RN 4752 | 1995 |
| | | France | RN 958262 | 1976 |
| | | Germany | RN 750438 | 1958 |
| | | Germany | RN 869521 | 1969 |
| | | Great Britain | RN 906510 | 1967 |
| | | Hungary | RN 136020 | 1992 |
| | | India | RN 241039 | 1967 |
| | | Indonesia | RN 116961 | 1977 |
| | | Iran | RN 33231 | 1969 |
| | | Israel | RN 36261 | 1972 |
| | | Italy | RN 218996 | 1967 |
| | | Japan | RN 513658 | 1958 |
| | | Kuwait | RN 6808 | 1974 |
| | | Malaysia | RN M/093116 | 1981 |
| | | Mexico | RN 39918 | 1939 |
| | | Mexico | RN 156614 | 1969 |
| | | New Zealand | RN 131582 | 1980 |
| | | Nigeria | RN 23849 | 1973 |
| | | Paraguay | RN 185241 | 1996 |
| | | Peru | RN 13454 | 1995 |
| | | Philippines | RN 22830 | 1976 |
| | | Poland | RN 82720 | 1992 |
| | | Saudi Arabia | RN 94/22 | 1980 |
| | | Singapore | RN 61098 | 1974 |
| | | Slovakia | RN 173000 | 1992 |
| | | South Africa | RN 66/5169 | 1966 |
| | | South Africa | RN 67/1391 | 1967 |
| | | South Korea | RN 129459 | 1986 |
| | | Spain | RN 603129 | 1972 |
| | | Sweden | RN 120581 | 1967 |
| | | Taiwan | RN 328389 | 1986 |
| | | Thailand | RN 86654 | 1981 |
| | | Turkey | RN 46211 | 1972 |
| | | Uruguay | RN 272.756 | 1996 |
| | | Venezuela | RN 11934 | 1958 |
| | | Venezuela | RN 22.662-D | 1987 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|------------------------------|--------------------|----------------|---------------------|-------------------|
| Flowserve Management Company | DURA SEAL | Argentina | RN 527070 | 1964 |
| | | Australia | RN A166362 | 1961 |
| | | Bahrain | RN 9655 | 1985 |
| | | Benelux | RN 033986 | 1971 |
| | | Brazil | RN 384364 | 1968 |
| | | Canada | RN 9678 | 1937 |
| | | China | RN 780617 | 1995 |
| | | Czec. Republic | RN 178691 | 1992 |
| | | Ecuador | RN 4759 | 1995 |
| | | France | RN 47714 | 1939 |
| | | Germany | RN 909544 | 1966 |
| | | Great Britian | RN 609037 | 1940 |
| | | Hungary | RN 136019 | 1992 |
| | | India | RN 210230 | 1962 |
| | | Indonesia | RN 120468 | 1977 |
| | | Iran | RN 38061 | 1972 |
| | | Israel | RN 36260 | 1972 |
| | | Italy | RN 218995 | 1967 |
| | | Japan | RN 557204 | 1960 |
| | | Kuwait | RN 6807 | 1974 |
| | | Mexico | RN 39919 | 1939 |
| | | New Zealand | RN B131581 | 1980 |
| | | Nigeria | RN 27231 | 1973 |
| | | Paraguay | RN 181.028 | 1995 |
| | | Peru | RN 13453 | 1995 |
| | | Phillipines | RN 23124 | 1976 |
| | | Poland | RN 82721 | 1992 |
| | | Saudi Arabia | RN 92/23 | 1980 |
| | | Singapore | RN 61099 | 1974 |
| | | Slovakia | RN 175122 | 1992 |
| | | South Africa | RN 63/0686 | 1963 |
| | | South Korea | RN 129458 | 1986 |
| | | Taiwan | RN 328388 | 1986 |
| Thailand | RN 77295 | 1981 | | |
| Turkey | RN 46426 | 1972 | | |
| Venezuela | RN 11933 | 1939 | | |
| Flowserve Management Company | DURCO | China | 358021 | 8/20/1989 |
| | | France | 1483334 | 9/9/1968 |
| | | India | 418546 | 3/5/1984 |
| | | India | 418547 | 3/5/1984 |
| | | Italy | 547399 | 9/9/1968 |
| | | Mexico | 90568 | 8/13/1957 |
| | | Mexico | 90569 | 10/19/1957 |
| | | Taiwan | 278199 | 5/16/1985 |
| | | South Korea | 104174 | 8/10/1984 |
| UK | 782884 | 10/16/1958 | | |
| Flowserve Management Company | DURCO (IN CHINESE) | China | 358019 | 8/20/1989 |
| Flowserve Management Company | DURCO-CAST | Canada | 136531 | 7/10/1964 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|------------------------------|----------------------|-------------------|---------------------|-------------------|
| Flowserve Management Company | DURCO-D | Argentina | 1615654 | 9/16/1996 |
| | | Argentina | 156695 | 1/2/1996 |
| | | Argentina | 113245/8 | 10/28/1963 |
| | | Australia | A172743 | 3/22/1962 |
| | | Australia | A172744 | 3/22/1962 |
| | | Benelux | 40702 | 5/28/1971 |
| | | Brazil | 750152842 | 2/16/1982 |
| | | Brazil | 004067282 | 9/2/1970 |
| | | Brazil | 3693198 | 3/11/1978 |
| | | Canada | 128754 | 11/6/1962 |
| | | Chile | 330102 | 4/28/1988 |
| | | France | 1389966 | 1/19/1987 |
| | | Germany | 783072 | 3/7/1963 |
| | | India | 215280 | 5/1/1963 |
| | | International Reg | 368605 | 3/25/1970 |
| | | Italy | 413319 | 3/6/1962 |
| | | Mexico | 110692 | 3/20/1962 |
| | | Mexico | 110691 | 3/20/1962 |
| | | Peru | 10765 | 3/16/1972 |
| | | Peru | 10548 | 3/16/1972 |
| | | Peru | 10766 | 3/16/1972 |
| | | South Africa | 62/0682 | 3/5/1962 |
| | | South Korea | 165048 | 12/21/1988 |
| | | Venezuela | 44835 | 4/8/1963 |
| | | Venezuela | 44836 | 4/8/1963 |
| | | Venezuela | 44837 | 4/8/1963 |
| | | Venezuela | 64187 | 3/26/1971 |
| | | UK | 833681 | 4/25/1962 |
| | | UK | 846573 | 3/18/1963 |
| | | UK | 850693 | 6/21/1963 |
| UK | 950481 | 11/3/1969 | | |
| UK | 833682 | 4/25/1962 | | |
| UK | 833683 | 4/25/1962 | | |
| UK | 846574 | 3/18/1963 | | |
| Flowserve Management Company | DURCO-D (IN CHINESE) | China | 258472 | 8/10/1986 |
| | | China | 259910 | 3/20/1996 |
| Flowserve Management Company | DURCOMETER | Canada | TMA288833 | 1984 |
| Flowserve Management Company | DURCON | Canada | 103755 | 7/6/1956 |
| | | UK | 744126 | 7/6/1955 |
| Flowserve Management Company | DURCOPUMP | Canada | UCA15306 | 7/18/1941 |
| | | UK | 782885 | 10/16/1958 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|------------------------------|--------------------------------|-------------------|---------------------|-------------------|
| Flowserve Management Company | DURICHLOR | UK | 943818 | 6/9/1969 |
| | | UK | 943819 | 6/9/1969 |
| | | International Reg | 368601 | 3/25/1970 |
| | | Argentina | 1315522 | 1988 |
| | | Argentina | 1315523 | 1988 |
| | | Argentina | 1315526 | 1988 |
| | | Argentina | 1315525 | 1988 |
| | | Argentina | 1315521 | 1988 |
| Flowserve Management Company | DURIMET | France | 1483333 | 1968 |
| | | Italy | 547398 | 1968 |
| | | Benelux | 33460 | 5/19/1971 |
| | | South Korea | 107674 | 11/29/1984 |
| Flowserve Management Company | DURIRON | France | 1483452 | 1968 |
| | | Italy | 0550084 | 1968 |
| | | Argentina | 1315519 | 10/27/1988 |
| | | Argentina | 1315520 | 10/27/1988 |
| | | Argentina | 1315518 | 10/27/1988 |
| | | Benelux | 33452 | 5/19/1971 |
| | | Brazil | 002468808 | 2/3/1981 |
| | | Brazil | 006075851 | 4/25/1985 |
| | | Canada | TMDA29960 | 12/1/1921 |
| | | Chile | 326316 | 4/25/1957 |
| | | Chile | 357611 | 4/17/1970 |
| | | France | 1423120 | 6/18/1952 |
| | | India | 418545 | 3/5/1984 |
| | | International Reg | 368604 | 3/25/1970 |
| | | Italy | 339499 | 12/21/1956 |
| | | Mexico | 20277 | 12/14/1921 |
| | | South Africa | 84/6546 | 7/24/1984 |
| | | South Africa | 84/6547 | 7/24/1984 |
| | | South Korea | 107833 | 12/6/1984 |
| | | Spain | 91228 | 9/22/1932 |
| Spain | 86177 | 7/7/1931 | | |
| Spain | 91227 | 2/14/1933 | | |
| Taiwan | 268088 | 12/16/1984 | | |
| UK | 421025 | 11/29/1921 | | |
| Flowserve Management Company | DURIRON (IN CHINESE) | China | 258471 | 8/10/1986 |
| | | China | 259911 | 8/20/1986 |
| | | China | 358018 | 8/20/1989 |
| Flowserve Management Company | ENZINGER | Canada | RN 107692 | 1957 |
| Flowserve Management Company | FIVE STAR SEAL | Canada | TMA373450 | 9/14/1990 |
| Flowserve Management Company | FIVE STAR SEAL DESIGN (DOUBLE) | Canada | TMA370794 | 7/13/1990 |
| Flowserve Management Company | FIVE STAR SEAL DESIGN (SINGLE) | Canada | TMA371345 | 7/27/1990 |
| Flowserve Management Company | GASPAC | Germany | 396344321 | 10/15/1996 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|------------------------------|---------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------|
| Flowserve Management Company | GASPAC | Canada UK Malaysia Singapore | 467701 2018793 95/13380 11912/95 | 12/16/1996 4/26/1995 12/8/1995 |
| Flowserve Management Company | HELITORK | Canada Italy | RN282225 RN 413372 | 1983 1986 |
| Flowserve Management Company | LIFECHAMBER | Canada Canada | RN TMA385799 RN TMA398208 | 1991 1992 |
| Flowserve Management Company | LIFESHIELD | Canada Canada | TMA425667 TMA425661 | 1994 1994 |
| Flowserve Management Company | PETCH | Indonesia | RN 268397 | 1991 |
| Flowserve Management Company | SLEEVELINE | Benelux Canada France Italy | RN 33459 RN 171469 RN 1483454 RN 0550082 | 1971 1970 1968 1968 |
| Flowserve Management Company | T-LINE | Canada France Italy | RN 173563 RN 1483455 RN 0550083 | 1970 1978 1968 |
| Flowserve Management Company | UNITED | Australia Benelux France Iran Italy Mexico Thailand | RN A158675 RN 490849 RN 1636285 RN 73859 RN 611343 RN 539198 RN TM42107 | 1960 1991 1991 1994 1993 1996 1995 |
| Flowserve Management Company | <i>UNITED CENTRIFUGAL</i> | Argentina | 1507406 | 2/28/1994 |
| Flowserve Management Company | <i>UNITED CENTRIFUGAL</i> | Mexico | 539199 | 11/6/1991 |
| Flowserve Management Company | <i>UNITED PUMPS</i> | Canada | TMA409344 | 3/12/1993 |
| Flowserve Management Company | <i>WILSON-SNYDER</i> | Mexico India | 514129 270853B | 11/16/1995 8/13/1973 |
| Flowserve Management Company | <i>WILSON-SNYDER</i> | China | 244200 | 2/27/1996 |
| Flowserve Management Company | <i>UPC</i> | Canada | TMA452634 | 12/29/1995 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|---------------------------|-----------------------|----------------|---------------------|-------------------|
| Flowserve Corporation | VALTEK | UK | 1063895 | 6/4/1976 |
| | | UK | 1063896 | 6/4/1976 |
| | | UK | 1063897 | 6/4/1976 |
| | | Australia | 600966 | 11/25/1996 |
| | | Brazil | 817548130 | 2/25/1998 |
| | | China | 1177794 | 5/21/1998 |
| | | Denmark | 2020/74 | 6/28/1974 |
| | | France | 93477871 | 7/26/1993 |
| | | Germany | 20262319 | 4/15/1994 |
| | | Italy | 694721 | 7/2/1977 |
| | | Japan | 1407928 | 2/29/1980 |
| | | Norway | 89814 | 12/14/1973 |
| | | Sweden | 146507 | 3/22/1974 |
| Flowserve Corporation | VALTEK | UK | 1063894 | 6/4/1976 |
| Flowserve Corporation | DURCO-D | Argentina | 1615655 | 9/16/1996 |
| Flowserve Corporation | FLOWSERVE | Argentina | 1.721.932 | 2/16/1999 |
| | | Argentina | 1.721.931 | 2/16/1999 |
| | | Australia | 750973 | 7/3/1998 |
| | | Canada | 520991 | 1/4/2000 |
| | | Chile | 519.695 | 8/19/1998 |
| | | Chile | 519.696 | 8/19/1998 |
| | | China | 1279596 | 5/28/1999 |
| | | China | 1293761 | 7/14/1999 |
| | | Czech Republic | 217863 | 5/27/1999 |
| | | European Com. | 707901 | 12/16/1999 |
| | | Hungary | 156813 | 6/21/1999 |
| | | Indonesia | 432025 | 2/10/1998 |
| | | Indonesia | 432026 | 2/10/1998 |
| | | Mexico | 579538 | 6/29/1998 |
| | | New Zealand | 286127 | 6/20/1997 |
| | | New Zealand | 286128 | 6/17/1998 |
| | | Norway | 195411 | 1/21/1999 |
| | | Peru | 46832 | 6/24/1998 |
| | | Peru | 46833 | 6/24/1998 |
| | | Singapore | T97/15408H | 6/20/1997 |
| Slovenia | Z9870142 | 10/5/1998 | | |
| South Korea | 443203 | 3/4/1999 | | |
| South Korea | 40-448007 | 5/18/1999 | | |
| Switzerland | 456623 | 10/12/1998 | | |
| Flowserve FCD Corporation | AUTOMAX | Benelux | 542479 | 9/1/1994 |
| | | Germany | 2101813 | 11/21/1996 |
| | | UK | 1555542 | 12/3/1993 |
| | | UK | 1555501 | 12/3/1993 |
| | | Saudi Arabia | 316/55 | 8/8/1994 |
| | | Saudi Arabia | 316/56 | 8/8/1994 |
| | | Singapore | S/9706/93 | 12/8/1993 |
| Flowserve FCD Corporation | AUTOMAX (STYLIZED) | Australia | 617760 | 12/3/1993 |
| | | Australia | 617761 | 12/3/1993 |
| | | Italy | 00678836 | 5/17/1996 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|----------------------------------------|----------------------|--------------|---------------------|-------------------|
| Flowserve FCD Corporation | AUTOMAX INC & DESIGN | France | 93/495315 | 12/6/1993 |
| | | South Korea | 316236 | 6/26/1995 |
| | | South Korea | 307062 | 1/25/1995 |
| | | South Africa | 93/11482 | 12/3/1993 |
| | | South Africa | 93/11483 | 12/3/1993 |
| | | Spain | 1793584 | 12/9/1993 |
| | | Spain | 1793585 | 12/9/1993 |
| Flowserve FCD Corporation | KAMMER | Australia | A600968 | 9/19/1994 |
| | | Brazil | 817553762 | 12/19/1995 |
| | | France | 93477872 | 7/26/1993 |
| | | Germany | 2062764 | 4/20/1994 |
| | | UK | 1527113 | 2/25/1993 |
| Flowserve FSD Corporation | DURA | Italy | RN 175446 | 1961 |
| Flowserve FSD Corporation | DURAFITE | Canada | RN 179128 | 1971 |
| | | Germany | RN 893562 | 1970 |
| Flowserve FSD Corporation | DURAFLOX | Argentina | RN 1073602 | 1984 |
| Flowserve FSD Corporation | DURA HOOKS | Canada | RN 9928 | 1937 |
| Flowserve FSD Corporation | DURA LAPPER | Canada | RN 141841 | 1965 |
| Flowserve Corporation | QUADRA PRESS | Canada | RN 254349 | 1981 |
| Flowserve RED Corporation | NONE | | | |
| Flowserve FSD Corporation | NONE | | | |
| Flowserve International, Inc. | NONE | | | |
| BW/IP - New Mexico, Inc. | NONE | | | |
| Flowserve International, LLC | NONE | | | |
| Durametallic Australia Holding Company | NONE | | | |
| Flowserve Finance B.V. | NONE | | | |
| Flowserve International Limited | NONE | | | |

A. FLOWSERVE TRADEMARKS

4. Non-U.S. Trademark Applications

| GRANTOR | TRADEMARK | COUNTRY | APPLICATION NUMBER | FILING DATE |
|----------------------------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Flowserve Management Company | BW SEALS | Malaysia | Pending | -- |
| Flowserve Management Company | <i>BW SEALS</i> | Venezuela | 666190 | 8/6/1999 |
| Flowserve Management Company | BW/IP DESIGN | Malaysia Malaysia | Pending Pending | -- -- |
| Flowserve Corporation | VALTEK | India | Pending | -- |
| Flowserve Corporation | FLOWSERVE & DESIGN | Brazil Brazil | Published Published | -- -- |
| Flowserve Corporation | FLOWSERVE | Brazil Brazil Croatia India India Japan Malaysia Malaysia Mexico Morocco Saudi Arabia Saudi Arabia Singapore Slovak Republic Slovak Republic South Africa South Africa Venezuela Venezuela Russian Fed | Published Published Pending Pending Pending Published Pending Pending Pending Pending Pending Pending Published Pending Pending Pending Pending Published Published Pending | -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- |
| Flowserve FCD Corporation | AUTOMAX | India India Singapore | Pending Pending Pending | -- -- -- |
| Flowserve RED Corporation | NONE | | | |
| Flowserve FSD Corporation | NONE | | | |
| Flowserve International, Inc. | NONE | | | |
| BW/IP - New Mexico, Inc. | NONE | | | |
| Flowserve International, LLC | NONE | | | |
| Durametallic Australia Holding Company | NONE | | | |
| Flowserve Finance B.V. | NONE | | | |
| Flowserve International Limited | NONE | | | |

B. INVATEC TRADEMARKS

1. U.S. Trademark Registrations

| GRANTOR | TRADEMARK | REGISTRATION NUMBER | REGISTRATION DATE |
|----------------------------------------|-------------------------------------|---------------------|-------------------|
| Innovative Valve Technologies, Inc. | INNOVATIVE VALVE TECHNOLOGIES, INC. | 2304575 | 12/28/99 |
| Innovative Valve Technologies, Inc. | INVATEC | 2304574 | 12/28/99 |
| Innovative Valve Technologies, Inc. | PWR. SEAL TECHNOLOGY | 2,283,194 | 10/15/99 |
| The Safe Seal Company, Inc. | SAFE SEAL & design | 2,194,856 | 10/13/98 |
| IPSCO Holding, Inc. | IPSCO | 0753197 | 7/23/63 |
| Plant Maintenance | NONE | | |
| Varco Valve, Inc. | NONE | | |
| Colonial Equipment & Service Co., Inc. | NONE | | |
| CECORP, Inc. | NONE | | |
| DIVT Acquisition-Delaware, LLC | NONE | | |
| DIVT Subsidiary, LLC | NONE | | |
| Southern Valve Service | NONE | | |
| L.T. Koppl Industries | NONE | | |
| Koppl Company | NONE | | |
| Koppl Industrial Systems, Inc. | NONE | | |
| Harley Industries, Inc. | NONE | | |
| Koppl Company of Arizona | NONE | | |
| Seeley & Jones, Incorporated | NONE | | |
| GSV, Inc. | NONE | | |
| IPSCO-Florida, Inc. | NONE | | |
| International Piping Services Company | NONE | | |
| Cypress Industries, Inc. | NONE | | |
| DALCO, LLC | NONE | | |
| Plant Specialties, Inc. | NONE | | |
| Energy Maintenance, Inc. | NONE | | |
| Preventive Maintenance, Inc. | NONE | | |
| Production Machine Incorporated | NONE | | |
| ICE Liquidating, Inc. | NONE | | |
| Valve Repair of South Carolina, Inc. | NONE | | |
| Flickinger-Benicia Inc. | NONE | | |
| Puget Investments, Inc. | NONE | | |
| Steam Line Supply & Rubber Co., Inc. | NONE | | |
| Flickinger Company | NONE | | |
| Boyden Inc. | NONE | | |
| Valve Actuation & Repair Co. | NONE | | |

B. INVATEC TRADEMARKS

2. U.S. Trademark Applications

NONE

3. Non-U.S. Trademark Registrations

NONE

4. Non-U.S. Trademark Applications

NONE

C. IDP TRADEMARKS

1. U.S. Trademark Registrations

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

| GRANTOR | TRADEMARK | REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------------------|----------------------|----------------------------|--------------------------|
| Ingersoll-Dresser Pump Company | AKTIV-RUDER | 0695564 | 4/5/1960 |
| Ingersoll-Dresser Pump Company | BRUTE JR | 1778681 | 6/29/1993 |
| Ingersoll-Dresser Pump Company | CHEMLINER | 0973917 | 11/27/1973 |
| Ingersoll-Dresser Pump Company | CLEAN-LOCK | 1710041 | 8/25/1992 |
| Ingersoll-Dresser Pump Company | FAST RESPONSE CENTER | 1121582 | 7/3/1979 |
| Ingersoll-Dresser Pump Company | GEAREX (STYLIZED) | 0585955 | 2/23/1954 |
| Ingersoll-Dresser Pump Company | HYDREX | 0606355 | 5/24/1955 |
| Ingersoll-Dresser Pump Company | IDP LOGO | 1848852 | 8/9/1994 |
| Ingersoll-Dresser Pump Company | P & DESIGN | 0622620 | 3/6/1956 |
| Ingersoll-Dresser Pump Company | PACIFIC | 0591926 | 6/29/1954 |
| Ingersoll-Dresser Pump Company | PLEUGER | 2045357 | 3/18/1997 |
| Ingersoll-Dresser Pump Company | PUMPTRAC & DESIGN | 2013429 | 11/5/1996 |
| Ingersoll-Dresser Pump Company | SCIENCO | 1659448 | 10/8/1991 |
| Ingersoll-Dresser Pump Company | SIER-BATH | 0741577 | 12/4/1962 |
| Ingersoll-Dresser Pump Company | WESTERN LAND ROLLER | 1996129 | 8/20/1996 |
| Ingersoll-Dresser Pump Company | WORTHINGTON | 0641707 | 2/19/1957 |
| Ingersoll-Dresser Pump Company | WORTHINGTON N & W | 0945715 0692784 | 10/24/1972 2/9/1960 |
| IDP Alternate Energy Company | NONE | | |
| Energy Hydro, Inc. | NONE | | |

| GRANTOR | TRADEMARK | REGISTRATION NUMBER | REGISTRATION DATE |
|------------------------|-----------|---------------------|-------------------|
| Pump Investments, Inc. | NONE | | |

C. IDP TRADEMARKS

2. U.S. Trademark Applications

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

| GRANTOR | TRADEMARK | APPLICATION NUMBER | FILING DATE |
|--------------------------------|------------------------------------|--------------------|-------------|
| Ingersoll-Dresser Pump Company | X-CAVALLOY | 75707286 | 5/17/1999 |
| Ingersoll-Dresser Pump Company | BARBARIAN | 75676712 | 4/7/1999 |
| Ingersoll-Dresser Pump Company | DESIGN (ILLUSTRATION OF BARBARIAN) | PENDING | |
| Ingersoll-Dresser Pump Company | PROS+ | 75655861 | 3/8/1999 |
| IDP Alternate Energy Company | NONE | | |
| Energy Hydro, Inc. | NONE | | |
| Pump Investments, Inc. | NONE | | |

C. IDP TRADEMARKS

3. Non-U.S. Trademark Registrations

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------------------|-----------------------------|-----------------|---------------------|-------------------|
| Ingersoll-Dresser Pump Company | AKTIV-RUDER | Benelux | R237252 | -- |
| | | France | R237252 | -- |
| | | Germany | 664696 | 9/24/1951 |
| | | Intern'l Design | R237252 | 11/21/1960 |
| | | Spain | R237252 | -- |
| Ingersoll-Dresser Pump Company | ALDRICH | Canada | TMDA 39314 | -- |
| Ingersoll-Dresser Pump Company | CAMERON | Canada | 121/28041 | 2/19/1986 |
| Ingersoll-Dresser Pump Company | CLEAN-LOCK | Canada | TMA392819 | 1/10/1992 |
| | | | TMA450179 | 11/17/1995 |
| Ingersoll-Dresser Pump Company | GEAREX | Benelux | 384827 | 9/28/1982 |
| | | Canada | 132237 | 8/9/1963 |
| Ingersoll-Dresser Pump Company | HYDREX | Benelux | 384828 | 9/28/1982 |
| | | Canada | 134070 | 1/3/1964 |
| Ingersoll-Dresser Pump Company | IDP INGERSOLL-DRESSER PUMPS | Indonesia | 365914 | 7/6/1995 |
| | | Indonesia | 370229 | 7/6/1995 |
| | | Indonesia | 373167 | 7/6/1995 |
| Ingersoll-Dresser Pump Company | IDP LOGO | Algeria | 049894 | 11/29/195 |
| | | Argentina | 1506140 | 2/28/1994 |
| | | Argentina | 1506141 | 2/28/1994 |
| | | Australia | 593536 | 1/5/1993 |
| | | Australia | 593538 | 1/5/1993 |
| | | Australia | 659118 | 1/5/1993 |
| | | Austria | 147697 | 6/23/1993 |
| | | Benelux | 528270 | 1/15/1993 |
| | | Brazil | 817240764 | 1/10/1995 |
| | | Brazil | 817240772 | 5/23/1995 |
| | | Canada | TMA427902 | 5/27/1994 |
| | | China | 798459 | 12/14/1995 |
| | | China | 822508 | 3/14/1996 |
| | | China | 799915 | 12/14/1995 |
| | | Chile | 453959 | 12/11/1995 |
| | | Chile | 467412 | 9/9/1996 |
| | | Colombia | 172195 | 1/26/1995 |
| | | Colombia | 171406 | 1/20/1995 |
| | | Costa Rica | 86750 | 4/25/1994 |
| | | Costa Rica | 84221 | 10/14/1993 |
| | | Denmark | VR081491995 | 12/1/1995 |
| | | Ecuador | 1209-97 | 4/28/1997 |
| | | Ecuador | 550-97 | 4/28/1997 |
| | | Ecuador | 551-97 | 4/28/1997 |
| | | Finland | 143741 | 4/22/1996 |
| | | France | 93451897 | 1/22/1993 |
| | | Germany | 2075241 | 1/8/1993 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|---------|-----------|------------------|---------------------|-------------------|
| | | Greece | 124281 | 5/10/1995 |
| | | Hong Kong | B04012/1997 | 6/8/1995 |
| | | Hong Kong | B09594/1997 | 6/8/1995 |
| | | Hong Kong | B09593/1997 | 6/8/1995 |
| | | Hungary | 147483 | 9/14/1995 |
| | | Iran | 79008 | 4/23/1996 |
| | | Ireland, Rep. of | B1666568 | 4/25/1995 |
| | | Ireland, Rep. of | 202043 | 7/1/1996 |
| | | Israel | 98344 | 4/30/1995 |
| | | Israel | 98345 | 4/30/1995 |
| | | Israel | 98346 | 4/30/1995 |
| | | Italy | 666822 | 1/26/1993 |
| | | Japan | 3225117 | 11/29/1996 |
| | | Japan | 3265253 | 2/24/1997 |
| | | Jordan | 9172 | 4/21/1996 |
| | | Jordan | 9171 | 4/2/1996 |
| | | Korea, South | 330667 | 1/31/1996 |
| | | Korea, South | 28587 | 9/14/1995 |
| | | Korea, South | 331768 | 1/18/1996 |
| | | Mexico | 438613 | 8/2/1993 |
| | | Mexico | 505029 | 3/25/1993 |
| | | New Zealand | 248571 | 4/27/1995 |
| | | New Zealand | 248572 | 4/27/1995 |
| | | New Zealand | 248573 | 4/27/1995 |
| | | Nigeria | 55389 | 2/23/1993 |
| | | Norway | 179628 | 2/6/1997 |
| | | Peru | 9342 | 8/15/1994 |
| | | Peru | 1790 | 4/4/1994 |
| | | Portugal | 309651 | 5/6/1996 |
| | | Portugal | 309653 | 5/6/1996 |
| | | Portugal | 309654 | 5/6/1996 |
| | | Romania | 23417 | 6/15/1994 |
| | | Russian Fed. | 132875 | 6/23/1994 |
| | | Saudi Arabia | 339/44 | 5/16/1995 |
| | | Saudi Arabia | 339/45 | 5/16/1995 |
| | | Saudi Arabia | 339/46 | 5/16/1995 |
| | | Singapore | S/B275/93 | 1/13/1993 |
| | | Singapore | T93/00274G | 1/13/1993 |
| | | South Africa | 95/05647 | 5/2/1995 |
| | | South Africa | 95/05648 | 5/2/1995 |
| | | South Africa | 95/05649 | 5/2/1995 |
| | | Spain | 1742151 | 1/29/1993 |
| | | Spain | 1742152 | 1/29/1993 |
| | | Sweden | 311096 | 4/4/1996 |
| | | Switzerland | 403673 | 2/4/1993 |
| | | Switzerland | 409245 | 4/1/1993 |
| | | Taiwan | 74683 | 3/1/1995 |
| | | Taiwan | 678390 | 4/15/1995 |
| | | Taiwan | 676627 | 3/31/1995 |
| | | Thailand | 261269 | 7/27/1994 |
| | | Thailand | BOR2856 | 7/26/1994 |
| | | Tunisia | 951375 | 10/23/1995 |
| | | Turkey | 163994 | 9/18/1995 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------------------|--------------------------------|--------------|---------------------|-------------------|
| | | Turkey | 170364 | 9/18/1995 |
| | | UK | B1523024 | 12/31/1992 |
| | | Vietnam | 10557 | 3/20/1993 |
| | | Zimbabwe | B679/94 | 5/11/1994 |
| | | Zimbabwe | B680/94 | 5/11/1994 |
| | | Zimbabwe | B681/94 | 5/11/1994 |
| Ingersoll-Dresser Pump Company | MONOBLOC | Algeria | 044988 | 2/19/1966 |
| | | Austria | 21508 | 2/27/1951 |
| | | France | 92423560 | 6/16/1992 |
| Ingersoll-Dresser Pump Company | NIIGATA-WORTHINGTON | Japan | 49354 | 1/14/1957 |
| Ingersoll-Dresser Pump Company | NIIGATA-WORTHINGTON (KATAKANA) | Japan | 494355 | 1/14/1957 |
| Ingersoll-Dresser Pump Company | P & DESIGN | Colombia | 125406 | 12/12/1988 |
| | | Germany | 1021743 | 2/18/1981 |
| | | Jordan | 19659 | 2/11/1982 |
| | | Korea, South | 83789 | 9/10/1982 |
| | | Germany | 545478 | 1/24/1941 |
| | | Japan | 176997 | 9/26/1984 |
| Pleuger Worthington GMBH | P & DESIGN | Mexico | 253672 | 4/15/1980 |
| Ingersoll-Dresser Pump Company | PACIFIC | Argentina | 1666563 | 9/30/1959 |
| | | Argentina | 1666564 | 9/30/1959 |
| | | Australia | A127250 | 4/11/1956 |
| | | Austria | 49220 | 12/3/1962 |
| | | Bangladesh | 27507 | 10/5/1988 |
| | | Benelux | 62720 | 9/24/1971 |
| | | Bolivia | 54431-A | 6/27/1989 |
| | | Brazil | 003391612 | 8/22/1956 |
| | | Canada | NS68/17863 | 1/13/1943 |
| | | Canada | 128775 | 11/16/1962 |
| | | Chile | 451999 | 12/10/1965 |
| | | Colombia | 139822 | 6/25/1992 |
| | | Denmark | VR023321965 | 9/4/1965 |
| | | Ecuador | 710-90 | 4/6/1990 |
| | | France | 1719792 | 7/25/1980 |
| | | Germany | 688516 | 11/2/1954 |
| | | Greece | 33333 | 4/3/1965 |
| | | India | 210610 | 8/13/1962 |
| | | Iran | 26725 | 4/22/1965 |
| | | Israel | 24302 | 3/21/1965 |
| | | Italy | 694846 | 4/24/1954 |
| | | Japan | 488284 | 9/19/1956 |
| | | Korea, South | 9723 | 4/2/1965 |
| | | Kuwait | 2386 | 10/17/1965 |
| | | Mexico | 80531 | 11/10/1954 |
| | | New Zealand | 953440 | 7/5/1944 |
| | | Norway | 67207 | 10/21/1965 |
| | | Paraguay | 134770 | 6/30/1989 |
| | | Peru | 37498 | 11/2/1965 |
| | | Philippines | 12329 | 5/26/1966 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------------------|--------------------|-----------------|---------------------|-------------------|
| | | Portugal | 129783 | 5/25/1966 |
| | | South Africa | 62/2628 | 8/7/1962 |
| | | Sweden | 106339 | 5/31/1963 |
| | | Taiwan | 23742 | 10/1/1966 |
| | | Thailand | KOR29864 | 4/1/1995 |
| | | Turkey | 119076 | 5/12/1965 |
| | | UK | B751119 | 2/20/1956 |
| | | Uruguay | 303877 | 8/17/1966 |
| | | Venezuela | 31189-F | 10/4/1956 |
| Ingersoll-Dresser Pump Company | PACIFIC (MANDARIN) | China | 530868 | 10/10/1990 |
| Ingersoll-Dresser Pump Company | PLEMA | France | R396448 | -- |
| | | Intern'l Design | R396448 | 12/19/1972 |
| | | Liechtenstein | R396448 | -- |
| | | Switzerland | R396448 | -- |
| Ingersoll-Dresser Pump Company | PLEUGER | Algeria | R467259 | -- |
| | | Australia | A523499 | 11/16/1989 |
| | | Austria | R467267 | -- |
| | | Canada | 280382 | 6/17/1983 |
| | | Chile | 413406 | 9/27/1993 |
| | | China | 530863 | 10/10/1990 |
| | | Colombia | 147082 | 5/21/1992 |
| | | Czech Republic | 166564 | 8/28/1986 |
| | | Germany | 1021744 | 2/18/1981 |
| | | Greece | 70143 | 10/26/1981 |
| | | Intern'l Design | R467269 | 9/28/1981 |
| | | Italy | R4672699 | -- |
| | | Japan | 1885896 | 8/28/1986 |
| | | Japan | 2014542 | 1/26/1998 |
| | | Japan | 2207997 | 1/30/1990 |
| | | Jordan | 20834 | 4/20/1983 |
| | | Korea, South | 257166 | 1/13/1993 |
| | | Korea, South | 82705 | 6/30/1982 |
| | | Morocco | R467269 | -- |
| | | Portugal | 215114 | 10/17/1988 |
| | | Portugal | 215113 | 10/17/1998 |
| | | Romania | R467269 | -- |
| | | Slovenia | 7881112 | -- |
| | | South Africa | 81/8001 | 8/19/1981 |
| | | Switzerland | R467269 | -- |
| | | Tunisia | R467269 | -- |
| | | UK | 1435951 | 8/13/1990 |
| | | Venezuela | 117058-F | 4/18/1986 |
| | | Venezuela | 114275-F | 9/23/1985 |
| | | Yugoslavia | 27109 | 9/15/1983 |
| Ingersoll-Dresser Pump Company | PLEUGER | Argentina | 1273631 | 3/7/1998 |
| | | Argentina | 1273632 | 3/7/1988 |
| | | Benelux | 412115 | 9/23/1985 |
| | | Japan | 2207997 | 6/30/1990 |
| | | Mexico | 269420 | 4/15/1980 |
| | | Spain | 828086 | 9/30/1976 |
| | | Spain | 828087 | 10/5/1978 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ingersoll-Dresser Pump Company | PLEUGER | Slovak Republic | 166564 | 8/28/1986 |
| Ingersoll-Dresser Pump Company | PLEUGER & P (DESIGN) | Brazil Egypt France Jordan Jordan | 007230664 65019 1737816 28428 28427 | 10/25/1980 12/15/1984 10/9/1981 12/3/1990 12/3/1990 |
| Ingersoll-Dresser Pump Company | PLEUGER & P (DESIGN) | Philippines | 39734 | 6/27/1998 |
| Ingersoll-Dresser Pump Company | PLEUGER & P DESIGN | Taiwan | 172547 | 2/16/1982 |
| Ingersoll-Dresser Pump Company | PLEUGER & PLEUGER SEE REMARKS | Taiwan | 172546 | 2/16/1982 |
| Ingersoll-Dresser Pump Company | PLEUGER (CHINESE CHARACTERS) | Taiwan | 172545 | 2/16/1982 |
| Ingersoll-Dresser Pump Company | PLEUGER (MANDARIN) | China | 530870 | 10/10/1990 |
| Ingersoll-Dresser Pump Company | PLEUGER-PUMPE | Germany | 521654 | 1/23/1940 |
| Ingersoll-Dresser Pump Company | SIER-BATH | Benelux France Germany Italy Japan Canada | 384826 1420115 808839 409304 652223 TMA453078 | 9/28/1982 6/4/1962 5/2/1962 6/26/1962 9/8/1964 1/26/1996 |
| Ingersoll-Dresser Pump Company | WASSERSTAN DSWACHTER | Germany | 454359 | 1/12/1933 |
| Ingersoll-Dresser Pump Company | WORTHINGTON | Algeria Australia Austria Brazil Canada Egypt France Germany Germany India Ireland, Rep. of Ireland, Rep. of Italy Morocco New Zealand Norway Paraguay | 052062 A32253 24604 003299457 TMDA02715 9511 1719794 785822 631079 7542 48179 32244 334337 45536 B20315 10709 167252 | 1/10/1952 -- 11/30/1951 4/16/1966 7/16/1986 6/23/1943 3/9/1990 10/17/1962 10/18/1962 11/9/1942 10/27/1984 6/21/1956 11/1/1990 7/5/1937 4/17/1983 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------------------|----------------------------|-------------------|---------------------|-------------------|
| | | South Africa | 997/21 | |
| | | South Africa | 88/1404 | 2/24/1988 |
| | | Sweden | 75754 | 4/2/1954 |
| | | Tanganyika | 18465 | 12/31/1980 |
| | | Tanganyika | 18467 | 12/31/1980 |
| | | Thailand | KOR64963 | 9/29/1994 |
| | | Trinidad & Tobago | 85/21 | 12/15/1921 |
| | | Tunisia | EE95.1547 | 1/27/2022 |
| | | Turkey | 83509 | 11/30/1944 |
| | | Uganda | 15292 | 2/14/1980 |
| | | UK | 418012 | 8/26/1921 |
| | | UK | 40477 | 10/27/1984 |
| | | UK | 2104125 | 7/2/1996 |
| | | Uruguay | 313638 | 1/31/1957 |
| | | Venezuela | 14197 | -- |
| | | Zanzibar | 81/1987 | 12/19/1980 |
| | | Zanzibar | 82/1987 | 12/19/1980 |
| Ingersoll-Dresser Pump Company | WORTHINGTON N & W (DESIGN) | Algeria | 047465 | 9/24/1966 |
| | | Argentina | 1563127 | 11/23/1959 |
| | | Argentina | 1551784 | 1/31/1995 |
| | | Argentina | 1626931 | 11/23/1959 |
| | | Australia | A175418 | 8/13/1962 |
| | | Austria | 41819 | 8/3/1959 |
| | | Bangladesh | 29796 | 11/28/1989 |
| | | Benelux | 105862 | 12/31/1971 |
| | | Bolivia | 51199-C | 4/2/1991 |
| | | Brazil | 003013529 | 7/13/1964 |
| | | Canada | 125466 | 2/16/1962 |
| | | Chile | 351922 | 6/5/1959 |
| | | China | 503488 | 11/10/1989 |
| | | Colombia | 44963 | 12/3/1959 |
| | | Costa Rica | 77072 | 9/12/1991 |
| | | Cuba | 107546 | 5/6/1964 |
| | | Denmark | VR195901859 | 10/10/1959 |
| | | Ecuador | 1372-95 | 7/11/1960 |
| | | Finland | 40461 | 3/21/1963 |
| | | France | 1261905 | 4/20/1959 |
| | | Germany | 775252 | 6/26/1959 |
| | | Greece | 24454 | 6/17/1959 |
| | | Guatemala | 48989 | 8/16/1985 |
| | | Hong Kong | 724/1965 | 8/28/1962 |
| | | India | 211269 | 9/13/1962 |
| | | Iran | 19478 | 6/20/1959 |
| | | Ireland, Rep. of | 72136 | 5/12/1966 |
| | | Israel | 17813 | 6/26/1959 |
| | | Israel | 17814 | 6/26/1959 |
| | | Italy | 374820 | 6/19/1959 |
| | | Jamaica | 8031 | 12/8/1959 |
| | | Japan | 638392 | 3/9/1964 |
| | | Korea, South | 189582 | 3/19/1990 |
| | | Malaysia | 88/04833 | 9/19/1988 |
| | | Mexico | 246309 | 12/13/1979 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------------------|------------------------|--------------|---------------------|-------------------|
| | | Mexico | 345651 | 9/11/1986 |
| | | New Zealand | B71515 | 8/10/1962 |
| | | Nicaragua | 10061 | 10/23/1959 |
| | | Norway | 54110 | 6/17/1959 |
| | | Pakistan | 37565 | 8/22/1962 |
| | | Panama | 8642 | 4/12/1965 |
| | | Paraguay | 137393 | 7/6/1989 |
| | | Peru | 057243 | 4/29/1985 |
| | | Portugal | 178044 | 10/4/1962 |
| | | Puerto Rico | 12247 | 8/30/1962 |
| | | Romania | R2665 | 11/17/1951 |
| | | Samoa | 1272 | 6/7/1974 |
| | | South Africa | 88/1405 | 2/24/1988 |
| | | Spain | 407727 | 1/9/1963 |
| | | Spain | 407725 | 1/9/1963 |
| | | Spain | 407724 | 1/9/1963 |
| | | Spain | 407729 | 1/15/1963 |
| | | Spain | 407730 | 3/20/1967 |
| | | Spain | 407728 | 8/28/1962 |
| | | Sweden | 89544 | 5/20/1960 |
| | | Switzerland | 320566 | 1/18/1962 |
| | | Syria | 10572 | 8/5/1959 |
| | | Taiwan | 354221 | 1/16/1987 |
| | | Tanganyika | 18466 | 12/31/1980 |
| | | Turkey | 108317 | 2/16/1962 |
| | | Uganda | 15291 | 2/14/1980 |
| | | UK | B839392 | 9/18/1962 |
| | | Uruguay | 280992 | 8/31/1964 |
| | | Venezuela | 43704F | 2/4/1963 |
| | | Zanzibar | 83/1987 | 12/19/1980 |
| | | Zimbabwe | B112/88 | 3/4/1988 |
| Ingersoll-Dresser Pump Company | WORTHINGTON (MANDARIN) | China | 530869 | 10/9/1990 |
| Ingersoll-Dresser Pump Company | WORTHINGTON SIMPSON | Malaysia | M/82471 | 5/25/1979 |
| | | Malaysia | M/82472 | 5/25/1979 |
| | | Malaysia | M/82470 | 5/25/1979 |
| | | Singapore | S/1348/85 | 3/28/1985 |
| | | Singapore | S/1349/85 | 3/28/1985 |
| | | Singapore | 01350 | 3/28/1985 |
| | | Singapore | 01351 | 3/28/1985 |
| | | Singapore | 80485 | 5/23/1979 |
| | | Singapore | 80488 | 5/23/1979 |
| | | Singapore | 80486 | 5/23/1979 |
| | | Singapore | 80487 | 5/23/1979 |
| | | UK | 899194 | 9/8/1966 |
| | | UK | 899195 | 9/8/1966 |
| | | UK | 899196 | 9/8/1966 |
| | | UK | 899197 | 9/8/1966 |
| Ingersoll-Dresser Pump Company | WORTHITE | Algeria | 044987 | 6/17/1948 |
| Ingersoll-Dresser Pump Company | X-CAVALLOY | Austria | 161571 | 12/31/1995 |
| | | Benelux | 581951 | 8/3/1995 |

| GRANTOR | TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|------------------------------|-----------|--------------|---------------------|-------------------|
| | | China | 1289361 | 6/28/1999 |
| | | Denmark | VR015321998 | 3/27/1998 |
| | | Finland | 212294 | 12/15/1998 |
| | | France | 95584375 | 8/10/1995 |
| | | Germany | 39531732 | 8/2/2005 |
| | | Italy | 730621 | 9/20/1995 |
| | | Japan | 4312981 | 9/10/1999 |
| | | Korea, South | 436662 | 12/30/1998 |
| | | Mexico | 577363 | 3/9/1998 |
| | | Norway | 190988 | 6/18/1998 |
| | | Poland | R-103163 | 8/25/1995 |
| | | Portugal | 311811 | 7/9/1996 |
| | | Spain | 1980408 | 8/3/1995 |
| | | Switzerland | 430859 | 7/28/1995 |
| | | UK | 2028853 | 3/29/1996 |
| IDP Alternate Energy Company | NONE | | | |
| Energy Hydro, Inc. | NONE | | | |
| Pump Investments, Inc. | NONE | | | |

NYDOCS03/537255.3

28

NYDOCS03/537255.3

29

C. IDP TRADEMARKS

4. Non-U.S. Trademark Applications

(All Ingersoll-Dresser Pump Company Patents to be assigned to Flowserve Management Company immediately after Closing).

| GRANTOR | TRADEMARK | COUNTRY | APPLICATION NUMBER | FILING DATE |
|--------------------------------|----------------------------|----------------------|--------------------|-------------|
| Ingersoll-Dresser Pump Company | IDP LOGO | Egypt | PENDING | |
| | | Egypt | PENDING | |
| | | Egypt | PENDING | |
| | | India | PENDING | |
| | | Kuwait | PENDING | |
| | | Kuwait | PENDING | |
| | | Kuwait | PENDING | |
| | | Lebanon | PENDING | |
| | | Malaysia | PENDING | |
| | | Malaysia | PENDING | |
| | | Malaysia | PENDING | |
| | | Pakistan | PENDING | |
| | | Qatar | PENDING | |
| | | Qatar | PENDING | |
| | | Qatar | PENDING | |
| Venezuela | PENDING | | | |
| Venezuela | PENDING | | | |
| Ingersoll-Dresser Pump Company | PLEUGER | Bosnia-Herz. Croatia | PENDING | -- |
| | | | PENDING | -- |
| Ingersoll-Dresser Pump Company | WORTHINGTON N & W (DESIGN) | Philippines | PENDING | |
| Ingersoll-Dresser Pump Company | X-CAVALLOY | Brazil | PENDING | |
| | | Canada | PUBLISHED | |
| | | Czech Republic | PUBLISHED | |
| | | India | PENDING | |
| | | Romania | PENDING | |
| | | Slovak Rep. | PENDING | |
| | | South Africa | PENDING | |
| | | Sweden | PENDING | |
| | | Taiwan | PUBLISHED | |
| | | Turkey | PENDING | |
| Venezuela | PUBLISHED | | | |
| IDP Alternate Energy Company | NONE | | | |
| Energy Hydro, Inc. | NONE | | | |
| Pump Investments, Inc. | NONE | | | |