

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.


<p>1. Name of conveying party(ies):</p> <p style="text-align: center;"><u>Tweco Products, Inc.</u></p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____         </p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Deutsche Bank Trust</u>  <u>Internal Company Americas (in its capacity</u>  <u>Address: as Collateral Agent)</u></p> <p>Street Address: <u>280 Park Avenue</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10017</u></p> <p> <input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>New York Banking Corporation</u> </p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p> <input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____         </p> <p>Execution Date: <u>May 23, 2003</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p style="text-align: center;"><u>See attached list</u></p>	<p>B. Trademark Registration No.(s) _____</p> <p style="text-align: center;"><u>See Attached List</u></p>
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Christine E. Benton</u></p> <p>Internal Address: <u>Clifford Chance US LLP</u></p> <hr/> <p>Street Address: <u>200 Park Avenue</u></p> <hr/> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10166</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">50</span></p> <hr/> <p>7. Total fee (37 CFR 3.41).....\$ <u>1,265</u></p> <p> <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account         </p> <hr/> <p>8. Deposit account number:</p> <p style="text-align: center;"><u>18-1843</u></p>
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**DO NOT USE THIS SPACE**

9. Signature.

<u>Christine F. Benton</u> Name of Person Signing	 Signature	<u>6/4/03</u> Date
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Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**U.S. FEDERAL TRADEMARKS IN THE NAME OF  
TWECO PRODUCTS, INC.**

<b>Mark</b>	<b>Reg. No.</b>	
ALCLEAN	971130	
ANGLE-ARC	1477455	
ARCAIR	1006539	
ARCAIR (Stylized)	573756	
ARCAIR-MATIC	1097276	
ARCWATER	1190507	
ARC WATER (and Design)	1189814	
CABLEHOZ	1145417	
CLIMBER	918492	
(Design only)	1179927	
(Design only)	1396532	
(Design only)	1396533	
(Design only)	1396534	
(Design only)	1397451	
(Design only)	1422612	
(Design only)	2164332	
ELIMINATOR	1790954	78-204774
FABGUN		
JETRODS	1035669	
K4000	1474783	
MINI-MIG-GUN	1490857	
PROTEX	983115	
QRC	2035531	
QTR	2015776	
ROBO-REAM	2075157	
SEA-CUT	947250	
SEACUT (and Design)	947251	
SEA DRAGON	2053531	
SEA-JET (Stylized)	1469648	
SEA-PAK	1114820	
SEA-STINGER	1229479	
SEA TORCH	1222445	
SEA-WELD	946333	
SEA WELD (and Design)	947595	
SLICE	1419571	
SLICE	2052443	
SMOKE MASTER	1825781	
SUPRA-MIG-GUN	1291943	
T (and Design)	1338889	
TITAN	1250161	
TRI-ARC	1184570	
TUFF COTE	1210297	
TUFF COTE (and Design)	1187455	
TWECO	545200	
TWECO ROBOTICS	2297376	

<b>U.S. FEDERAL TRADEMARKS IN THE NAME OF TWECO PRODUCTS, INC.</b>		
<b>Mark</b>	<b>Reg. No.</b>	
(and Design)		
TWEGOTONG	545201	
WELDSKILL (and Design)	1844242	
WS (and Design)	2309749	
X-TEND-A-LENS	2146702	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2003, by TWECO PRODUCTS, INC., a Delaware corporation (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as Collateral Agent, for the benefit of itself and the New Term Lenders (the "Agreement").

**WHEREAS**, the Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "PTO") (collectively, the "Trademarks"); and

**WHEREAS**, pursuant to the Credit Agreement, the Grantor has entered into that certain Security Agreement, dated as of May 23, 2003 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Collateral Agent, for the benefit of itself and the New Term Lenders; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to Collateral Agent, for the benefit of itself and the New Term Lenders, a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the PTO or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Obligations.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Collateral Agent, for the benefit of itself and the New Term Lenders, of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent, for the benefit of itself and the New Term Lenders, with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

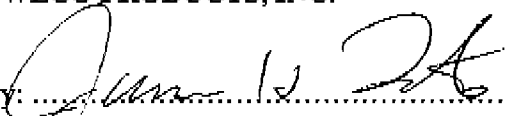
The Collateral Agent's address is Deutsche Bank Trust Company Americas Corporate Trust & Agency Services - MS NYC03-0912, 280 Park Avenue, New York, NY 10017.

NYB 1415419.1  
**TRADEMARK**

**REEL: 002663 FRAME: 0975**

IN WITNESS WHEREOF, the parties hereto duly executed or caused this Supplement to the Security Agreement to be duly executed as of [ 12 ] the date first written above

**TWECO PRODUCTS, INC.**

By:   
Name: **James H. Tate**  
Title: **Senior Vice President**

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS**

By:   
Name: **RICHARD L. BUCKWALTER**  
Title: **VICE PRESIDENT**

STATE OF *New York*)

) ss.:  
COUNTY OF *New York*)

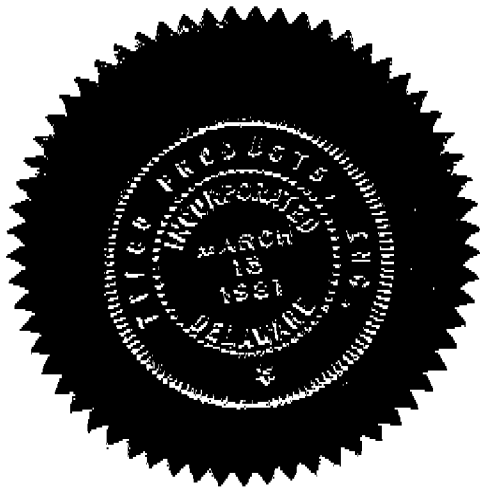
**James H. Tate**

On this 22<sup>nd</sup> day of May, 2003, before me personally appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides at 17605 Lasandra Dr., Chesterfield, MO 63007 and that he/she is Senior Vice President of the Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

*Patricia Peterson*

Notary Public

**PATRICIA PETERSON**  
Notary Public, State of New York  
No. 01PE4978514  
Qualified in New York County  
Commission Expires March 4, 2007



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OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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1. Name of conveying party(ies):

Tweco Products, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust  
Internal Company Americas (in its capacity  
Address: as Collateral Agent)

Street Address: 280 Park Avenue  
City: New York State: NY Zip: 10017

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_

Other New York Banking Corporation  
If assignee is not domiciled in the United States, a domestic  
representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: May 23, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_  
See attached list

B. Trademark Registration No.(s) \_\_\_\_\_  
See Attached List

Additional number(s) attached  Yes  No

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

Name: Christine F. Benton

Internal Address: Clifford Chance US LLP

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: \_\_\_\_\_

50

7. Total fee (37 CFR 3.41).....\$ 1,265

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1843

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Christine F. Benton

Name of Person Signing



Signature

6/4/03

Date

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