

05-29-2003



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To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 05/23/03

2. Name and address of receiving party(ies)

Name: General Electric Capital Internal Corporation, as Agent Address:

Street Address: 201 High Ridge Road City: Stamford State CT Zip: 06927-5100

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

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

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

A. Trademark Application No.(s) See continuation of item 4 attached hereto

B. Trademark Registration No.(s) See continuation of item 4 attached hereto

Additional number(s) attached Yes No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins Sears Tower, Suite 5800

Street Address: 233 South Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

49

7. Total fee (37 CFR 3.41) \$1,240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner Name of Person Signing

Linda R. Kastner Signature

05/29/03 Date

Total number of pages including cover sheet, attachments, and document

10

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

05/30/2003 TDIAZ1 00000011 971130

01 FC:8521 40.00 OP 02 FC:8522 1200.00 OP

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

<u>Mark</u>	<u>Reg. No.</u>	<u>App. No.</u>
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	
FABGUN		78-204774
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	

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

<b>Mark</b> (and Design)	<b>Reg. No.</b>	<i>App. No.</i>
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 ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

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

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

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

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in and mortgage on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature now existing or hereinafter adopted or acquired and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of

America, any states thereof, or any other country or subdivision thereof, to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

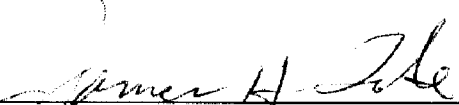
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Trademark Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

[signature page follows]

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

TWECO PRODUCTS, INC.

By: 

Name: James H. Tate

Title: Senior Vice President, Chief  
Financial Officer and Office of  
the Chairman

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

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

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

Title:

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

TWECO PRODUCTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: *Glenn Campbell*  
Name: *Glenn Campbell*  
Title: *Duly Authorized Signatory*

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

[See Attached]



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