

05-29-2003



5-29-03

102459023

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

1. Name of conveying party(ies):
Victor Equipment Company

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

Additional number(s) attached Yes No

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

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: 41

7. Total fee (37 CFR 3.41) \$1,040.00
 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: 8

05/30/2003 TDIAZ1 00000012 2403293 Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521 40.00 OP
02 FC:8522 1000.00 OP

**U.S. FEDERAL TRADEMARKS IN THE NAME OF
VICTOR EQUIPMENT COMPANY**

<u>Mark</u>	<u>Reg. No.</u>	<u>App. No.</u>
CONTRACTOR PLUS	2403293	
CUTMASTER	692021	
(Design only)	1309710	
(Design only)	1394663	
(Design only)	1396488	
(Swirl design)	1414725	
(Design only)	1429036	
DUBBL-STAGE	624449	
EXTREME		78-104151
FIREPOWER	1328067	
FLAMEBUSTER	1732576	
GASFAX	2320570	
JOURNEYMAN	1078304	
MECO (Stylized)	221149	
MEDALIST	1882724	
METALCRAFT	1633054	
METALCRAFT (Stylized)	1925253	
METALPOWER		76-413922
O2N DEMAND (Stylized)	2240388	
PERFORMER	1092715	
POWER WITH A PURPOSE	2224052	
PRO LINE	1917159	
PROMASTER		76-383213
PRO-TIP	2122833	
SLIMLITE	2434602	
SOF-FLAME	1392154	
SUPER-RANGE	1077305	
TOTE-L-PACK	1538954	
TRIPL-FLINT	650081	
TRIPL-FLINT-LOK	745463	
TURBO-LITE	1407409	
TURBOSKILL	2457844	
TURBOTORCH	876047	
TURBOTORCH	1410139	
TURBOTOTE (Stylized)	1250971	
VANGUARD	2076053	
VANGUARD (and Design)	2016286	
VANGUARD (and Design)	2072326	
VICTOR	896882	
VICTOR (Stylized)	220890	
WELDMASTER	338737	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2003, by VICTOR EQUIPMENT COMPANY, 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

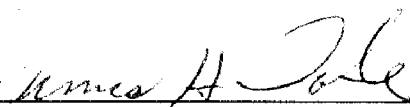
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and 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.

VICTOR EQUIPMENT COMPANY

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.

VICTOR EQUIPMENT COMPANY

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

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

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

[See Attached]

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VICTOR EQUIPMENT COMPANY**

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BOSTON
BRUSSELS
CHICAGO
FRANKFURT
HAMBURG
HONG KONG
LONDON
LOS ANGELES
MILAN
MOSCOW
NEW JERSEY

Latham & Watkins

ATTORNEYS AT LAW
WWW.LW.COM

NEW YORK
NORTHERN VIRGINIA
ORANGE COUNTY
PARIS
SAN DIEGO
SAN FRANCISCO
SILICON VALLEY
SINGAPORE
TOKYO
WASHINGTON, D. C.

May 30, 2003

FILE No. 025646-0016

FILE NO

BY HAND DELIVERY

The Honorable Commissioner of Patents
and Trademarks
United States Patent and Trademark Office
2011 Jefferson Davis Highway
Arlington, VA 22202
Attn: Box Assignments

Re: Victor Equipment Company/General Electric Capital Corporation, as
Agent

Dear Sir or Madam:

Enclosed for immediate recording with your office on Friday, May 30, 2003,
please find a Trademark Security Agreement by and between the above-referenced entities,
together with the required recordation cover sheet and filing fee of \$1,040.00.

Please file the document immediately and send me a recorded copy, stamped
with a reel and page number to my attention, at your earliest convenience. Should you have any
questions, please call me at (312) 876-7628.

Very truly yours,



Linda R. Kastner
Senior Legal Assistant

Enclosures

SEARS TOWER, SUITE 5800 • CHICAGO, ILLINOIS 60606
TELEPHONE: (312) 876-7700 • FAX: (312) 993-9767

CH606908.1

RECORDED: 05/29/2003

TRADEMARK
REEL: 002742 FRAME: 0096