

2/10/04

02-10-2004

2/10/04

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



102632361

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.

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 2/5/04

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2771056

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 LLP Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- 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

[Handwritten Signature] Signature

2/9/04 Date

Total number of pages including cover sheet, attachments, and document: 6

02/11/2004 ECUOPER 00000131 2771056

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:8023 120.00 OP

## AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of February 5, 2004 is entered into between VICTOR EQUIPMENT COMPANY, a Delaware corporation ("Grantor") and General Electric Capital Corporation, a Delaware corporation, as Agent ("Agent").

### W I T N E S S E T H:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of May 23, 2003 (the "Existing Trademark Security Agreement") which was filed with the United States Patent and Trademark Office on May 29, 2003 at Reel 002742, Frame 0088. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement.

WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement to reflect the addition of certain Trademark Collateral listed on Schedule I attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. "Schedule I to Trademark Security Agreement" appended to the Existing Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule I attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement, Security Agreement or any other financing agreement.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations (as such term is defined in the Credit Agreement) or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

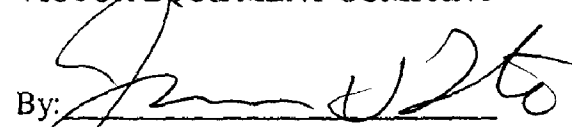
(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

**[Signature page follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

VICTOR EQUIPMENT COMPANY

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

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

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

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

VICTOR EQUIPMENT COMPANY

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

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

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

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

**SCHEDULE I**

**TRADEMARK REGISTRATIONS**

<b>TITLE</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
METALPOWER	2771056	10/07/2003

CH663147.1

**RECORDED: 02/10/2004**

**TRADEMARK  
REEL: 002791 FRAME: 0132**