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03-17-2004

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

RECORDATION FE OFFICE TRADEMARK



DEPARTMENT OF COMMERCE Patent and Trademark Office

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Tab settings

2004 MAR 11 9:17

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

1. Name of conveying party(ies): Deutsche Bank Trust Company Americas

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

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

- Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other: Release of Security Interest

Execution date: February 5, 2004

2. Name and address of receiving party(ies):

Name: Victor Equipment Company

Internal Address:

Street Address: 16052 Swingley Ridge Rd., #300

City: Chesterfield State: MO Zip: 63017

- 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

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

A. Trademark Application No.(s) 78/104151, 76/383213 and others on attached schedule

B. Trademark Registration No.(s) 2771056, 2434602, 2403293, 2457844, 2320570, 2224052, 2240388, 2122833 and others on attached schedule

Additional number(s) attached Yes No

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

Name: Jonathon Blum

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 200 Crescent Court, Suite 300

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 41

7. Total fee (37 CFR 3.41): \$ 1040.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Eremittaggio Name of Person Signing

Phyllis Eremittaggio Signature

March 11, 2004 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

03/16/2004 6TON11 00000072 230800 78104151

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NY1:124543410110\_Z#011 DOC177389 0020

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TRADEMARK REEL: 002940 FRAME: 0173

CH \$1040.00 230800 78104151

### VICTOR EQUIPMENT COMPANY

Mark	Serial No.	Registration No.	Registration Date	Reel	Frame
EXTREME	78-104,151			2664	0907
METALPOWER	76-413,922	2,771,056	October 7, 2003	2664	0907
PROMASTER	76-383,213			2664	0907
SLIMLITE	75-648,906	2,434,602	March 13, 2001	2664	0907
CONTRACTOR PLUS	75-581,672	2,403,293	November 14, 2000	2664	0907
TURBOSKILL	75-549,684	2,457,844	June 5, 2001	2664	0907
GASFAX	75-516,197	2,320,570	February 22, 2000	2664	0907
POWER WITH A PURPOSE	75-392,550	2,224,052	February 16, 1999	2664	0907
O2N DEMAND	75-364,527	2,240,388	April 20, 1999	2664	0907
PRO-TIP	75-079,365	2,122,833	December 23, 1997	2664	0907
VANGUARD	74-648,563	2,072,326	June 17, 1997	2664	0907
VANGUARD	74-611,074	2,016,286	November 12, 1996	2664	0907
VANGUARD	74-592,693	2,076,053	July 1, 1997	2664	0907
METALCRAFT	74-588,495	1,925,253	October 10, 1995	2664	0907
PRO LINE	74-491,878	1,917,159	September 5, 1995	2664	0907
MEDALIST	74-269,929	1,882,724	March 7, 1995	2664	0907
FLAMEBUSTER	74-150,005	1,732,576	November 17, 1992	2664	0907
METALCRAFT	74-047,200	1,633,054	January 29, 1991	2664	0907
TOTE-L-PACK	73-740,478	1,538,954	May 16, 1989	2664	0907
DESIGN ONLY	73-581,787	1,414,725	October 28, 1986	2664	0907
TURBOTORCH	73-581,712	1,410,139	September 23, 1986	2664	0907
TURBO-LITE	73-579,976	1,407,409	September 2, 1986	2664	0907
DESIGN ONLY	73-532,217	1,429,036	February 17, 1987	2664	0907
SOFT-FLAME	73-500,058	1,392,154	May 6, 1986	2664	0907
FIREPOWER	73-479,892	1,328,067	April 2, 1985	2664	0907
DESIGN ONLY	73-457,140	1,394,663	May 27, 1986	2664	0907
DESIGN ONLY	73-457,111	1,396,488	June 10, 1986	2664	0907
TURBOTOTE	73-331,636	1,250,971	September 13, 1983	2664	0907
DESIGN ONLY	73-329,843	1,309,710	December 18, 1984	2664	0907
JOURNEYMAN	73-115,977	1,078,304	November 29, 1977	2664	0907
SUPER-RANGE	73-115,032	1,077,305	November 15, 1977	2664	0907
PERFORMER	73-114,901	1,092,715	June 6, 1978	2664	0907
VICTOR	72-331,802	896,882	August 18, 1970	2664	0907
TURBOTORCH	72-295,694	876,047	September 2, 1969	2664	0907
TRIPL-FLINT-LOK	72-124,928	745,463	February 19, 1963	2664	0907
CUTMASTER	72-077,833	692,021	January 26, 1960	2664	0907
TRIPL-FLINT	72-008,970	650,081	August 13, 1957	2664	0907
DUBBL-STAGE	71-691,873	624,449	April 3, 1956	2664	0907
WELDMASTER	71-377,699	338,737	September 15, 1936	2664	0907
MECO	71-232,282	221,149	November 23, 1926	2664	0907
VICTOR	71-223,348	220,890	November 16, 1926	2664	0907

**SCHEDULE 1**  
**TRADEMARKS**

<b>Company</b>	<b>Reel Number</b>	<b>Frame Number</b>
Thermadyne Holdings Corporation	2664 2695	0014 0479
Thermadyne Industries, Inc.	2663	0785
C & G Systems, Inc.	2663	0966
Tweco Products, Inc.	2663	0972
Victor Equipment Company	2664	0907
Stoody Company	2665	0698
Thermal Arc, Inc.	2760	0424
Thermal Dynamics Corporation	2664	0284

**PATENTS**

<b>Company</b>	<b>Reel Number</b>	<b>Frame Number</b>
Stoody Company	013699	0043
Victor Equipment Company	013699	0048
Tweco Products, Inc.	013699	0054
Thermal Dynamics Corporation	013699	0038

## INTELLECTUAL PROPERTY TERMINATION AND RELEASE

THIS INTELLECTUAL PROPERTY TERMINATION AND RELEASE (this "Agreement") dated as of February 5, 2004, is made among THERMADYNE HOLDINGS CORPORATION, a Delaware corporation (the "Borrower"), certain affiliates of the Borrower signatory hereto (the "Guarantors"), the lenders (the "Lenders") party to the Credit Agreement (as defined below) from time to time and DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent and collateral agent for the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in the Credit Agreement.

### RECITALS

A. WHEREAS, the Borrower, the Guarantors, the Lenders and the Administrative Agent entered into a Credit and Guaranty Agreement dated as of May 23, 2003 (the "Credit Agreement"), wherein the Lenders agreed, among other things, to provide term loans to the Borrower;

B. WHEREAS, in connection with the Credit Agreement, to secure the repayment of the debt, obligations and liabilities (collectively, the "Obligations") of the Borrower to the Administrative Agent, the Borrower entered into a Security Agreement dated as of May 23, 2003 (the "Security Agreement"), whereby the Borrower and the other Guarantors granted to the Administrative Agent a security interest in certain of its assets;

C. WHEREAS, in order to evidence the pledge and the grant of a security interest under the Security Agreement, the Borrower and certain Guarantors caused the due execution and delivery of, inter alia, certain Trademark Security Agreements and Patent Security Agreements, each dated as of May 23, 2003, and each such agreement was subsequently filed in the United States Patent and Trademark Office (the "USPTO");

D. WHEREAS, the each of the Trademark Security Agreements and Patent Security Agreements were recorded with the USPTO at the Reel and Frame numbers listed on Schedule 1 attached hereto in respect of the Trademarks (as defined below) and the Patents (as defined below), respectively;

E. WHEREAS, (i) the Loans have been paid and performed in full and (ii) all other non-contingent Obligations under the Credit Agreement and the other Loan Documents have been discharged and terminated, and in consideration thereof, the Borrower requested, and the Administrative Agent, on behalf of the Lenders, agreed, pursuant to that certain Letter Agreement dated as of February 5, 2004 from the Administrative Agent to the Borrower, to terminate and release all liens and security interests in the assets of the Borrower and any other Guarantor which were granted to the Administrative Agent, as security for the Obligations, to deliver UCC-3 termination statements, and to otherwise grant a general release and termination in any and all other

obligations arising under the Credit Agreement and the other Loan Documents and all documents and agreements delivered pursuant thereto in connection therewith;

E. WHEREAS, in order to evidence the release of the lien on and security interest in those certain trademarks described on Exhibit A hereto (collectively, the "Trademarks") to the extent applicable, the Borrower and each Guarantor has requested, and the Administrative Agent, on behalf of the Lenders, has agreed to execute and deliver this Agreement;

F. WHEREAS, in order to evidence the release of the lien on and security interest in those certain patents described on Exhibit B hereto (collectively, the "Patents") to the extent applicable, the Borrower and each Guarantor has requested, and the Administrative Agent, on behalf of the Lenders, has agreed to execute and deliver this Agreement; and

G. WHEREAS, in order to evidence the release of the lien on and security interest in those certain copyrights described on Exhibit C hereto (collectively, the "Copyrights") to the extent applicable, the Borrower and each Guarantor has requested, and the Administrative Agent, on behalf of the Lenders, has agreed to execute and deliver this Agreement.

NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, the Borrower, each Guarantor and the Administrative Agent hereby agree as follows:

SECTION 1. Termination, Release and Discharge.

(a) The Administrative Agent hereby acknowledges that the Borrower and each other Guarantor has satisfied in full any and all of its respective Obligations under the Credit Agreement and the other Loan Documents and the Administrative Agent hereby acknowledges and agrees that the Obligations of the Borrower and each other Guarantor under the Credit Agreement and the other Loan Documents are discharged in full and the Borrower and each other Guarantor has satisfied and is discharged without recourse, representation or warranty from any and all of its respective obligations and liabilities under the Credit Agreement and the other Loan Documents and all documents and agreements delivered pursuant thereto or in connection therewith, except any thereof that are stated to survive the repayment of the Loans or the termination of the Credit Agreement or any provision thereof.

(b) The Administrative Agent agrees to terminate and release all security interests granted to or held by the Administrative Agent in the Trademarks, Patents and Copyrights as security for the Obligations under the Credit Agreement and the other Loan Documents. The Administrative Agent agrees that each of the Trademarks, Patents and Copyrights securing the Obligations is released and discharged (without recourse, representation or warranty) from the security interests granted pursuant to the Loan Documents automatically and without further action by the Administrative Agent and the

Administrative Agent will forthwith terminate any security interests granted in connection therewith.

SECTION 3. Representation and Warranty of Administrative Agent. The Administrative Agent represents and warrants that it has the authority to execute and deliver this Agreement.

SECTION 4. Effectiveness. This Agreement becomes effective when all parties hereto have executed and delivered a counterpart hereof (including by way of facsimile transmission).

SECTION 5. Further Assurances. The Administrative Agent reaffirms and agrees that it shall, from time to time, at the expense of the Borrower, execute, acknowledge and deliver to the Borrower and its successors or assigns such instruments, agreements, and other documents as the Borrower or its successors or assigns shall reasonably request in order to further evidence the releases and discharges described in Section 1 above.

SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

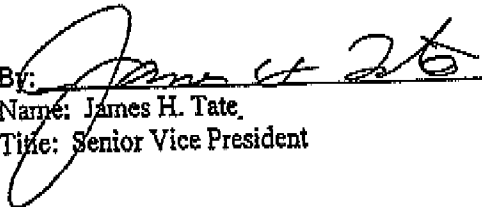
SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same document.

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

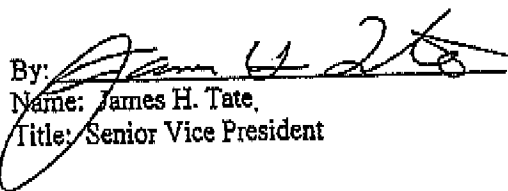
**BORROWER**

**THERMADYNE HOLDINGS CORPORATION**

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

**GUARANTORS**

**THERMAL DYNAMICS CORPORATION  
TWECO PRODUCTS, INC.  
VICTOR EQUIPMENT COMPANY  
C&G SYSTEMS, INC.  
STOODY COMPANY  
THERMAL ARC, INC.  
THERMADYNE INTERNATIONAL CORP.  
PROTIP CORPORATION  
THERMADYNE INDUSTRIES, INC.  
THERMADYNE RECEIVABLES, INC.  
MECO HOLDING COMPANY  
C&G SYSTEMS HOLDING, INC.  
THERMADYNE CYLINDER CO.**

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

[SIGNATURE PAGE TO IP TERMINATION AND RELEASE]

ADMINISTRATIVE AGENT

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Administrative Agent

By: Hugo Gindbalx  
Name: HUGO GINDBALX  
Title: VICE PRESIDENT

[SIGNATURE PAGE TO IP TERMINATION AND RELEASE]