Form **PTO-1594** (Rev. 06/04) OMB Collection 0651-0027 (exp. 6/3)

12-09-2004



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

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To the Director of the U. S. Patent and Trademark Office: Plea	ase record the attached documents or the new address(es) below.
1. Name of conveying party(ies)/Execution Date(s): Tweco Products, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?
☐ Individual(s) ☐ Association	Name: General Electric Capital Corporation Internal as Agent Address:
General Partnership Limited Partnership Corporation-State	Street Address: 201 Merritt 7 City: Norwalk
Other	State: CT Country: USA Zip: 06851-1056
Execution Date(s) November 22, 2004 Additional names of conveying parties attached? Yes xx No	Association Citizenship
3. Nature of conveyance:	Limited Partnership Citizenship Corporation Citizenship Corporation Citizenship
Assignment Merger	Other Citizenship
⊠ Security Agreement	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes XXX No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) 78/472,603	d identification or description of the Trademark. B. Trademark Registration No.(s)
C. Identification or Description of Trademark(s) (and Filing	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Kristin Brozovic	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00
Street Address: <u>c/o Latham & Watkins LLP</u> 233 S. Wacker Dr., Suite 5800	Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed
City: Chicago	8. Payment Information:
State: <u>TL</u> Zip:60606	a. Credit Card Last 4 Numbers
Phone Number: 312-876-6541 Fax Number: 312-993-9767	b. Deposit Account Number
Email Address: <u>kristin.brozovic@lw.com</u>	Authorized User Name
9. Signature: Kustn 1300 0V Signature,	December 7, 2004 Date
Kristin Brozovic	Total number of pages including cover / ///
Name of Person Signing	sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450
00000149 78472603

01 FC:8521

02 FC:8523

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MASTER REAFFIRMATION AND AMENDMENT TO COLLATERAL DOCUMENTS

THIS MASTER REAFFIRMATION AND AMENDMENT TO COLLATERAL DOCUMENTS ("Master Reaffirmation") is made as of November 22, 2004, by and among THERMADYNE INDUSTRIES, INC., a Delaware corporation ("Industries"), THERMAL DYNAMICS CORPORATION, a Delaware corporation ("Dynamics"), TWECO PRODUCTS, INC., a Delaware corporation ("Tweco"), VICTOR EQUIPMENT COMPANY, a Delaware corporation ("Victor"), C & G SYSTEMS, INC., an Illinois corporation ("C & G"), STOODY COMPANY, a Delaware corporation ("Stoody"), THERMAL ARC, INC., a Delaware corporation ("Thermal Arg"), PROTIP CORPORATION, a Missouri Corporation ("ProTip"), THERMADYNE INTERNATIONAL CORP., a Delaware corporation ("International", and collectively with ProTip, Thermal Arc, Stoody, C & G, Victor, Tweco, Dynamics and Industries, the "Borrowers"), THERMADYNE HOLDINGS CORPORATION, a Delaware corporation ("Holdings"), MECO HOLDING COMPANY, a Delaware corporation ("MECO Holdings"), C & G SYSTEMS HOLDING, INC., a Delaware corporation ("C & G Holdings", and collectively with MECO Holdings and Holdings, the "Guarantors"), GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, for itself as a Lender and as Agent for itself and Lenders ("GECC" or "Agent"), and the other Credit Parties on the signature pages hereto. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Borrowers, Guarantors, Agent, Lenders and the other Persons signatory thereto are parties to that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified or extended from time to time, the "Credit Agreement," which amends and restates that certain Amended and Restated Credit Agreement dated as of February 5, 2004 (the "Prior Credit Agreement") by and among the Borrowers, Guarantors, Agent, Lenders and the other Persons signatory thereto, which amends and restates that certain Credit Agreement dated as of May 23, 2003 (the "Original Credit Agreement") by and among the Borrowers, Guarantors, Agent, Lenders and the other Persons signatory thereto); and

WHEREAS, Borrowers and Guarantors previously executed and delivered to Agent, for the benefit of Lenders, various security and related documents in connection with the Prior Credit Agreement and Original Credit Agreement; and

WHEREAS, the Credit Parties will derive both direct and indirect benefits from the loans and other financial accommodations made pursuant to the Credit Agreement; and

WHEREAS, it is a condition precedent to making the loans, advances and other financial accommodations of Agent and Lenders under the Credit Agreement that Borrowers and the other Credit Parties enter into this Master Reaffirmation to acknowledge and agree that the Existing Collateral Documents (as hereinafter defined) and the liens, security interests and guarantees granted and issued thereunder, secure and guarantee the Obligations under the Credit Agreement.

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NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

- 1. <u>Existing Collateral Documents</u>. "<u>Existing Collateral Documents</u>" as used herein shall mean, collectively:
- (a) the Security Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Security Agreement"), dated as of May 23, 2003 by and among Borrowers, Guarantors, and GECC, on behalf of itself and the Lenders party to the Original Credit Agreement;
- (b) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "<u>ProTip Copyright Security Agreement</u>"), dated as of May 23, 2003, by and between ProTip and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (c) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Stoody Copyright Security Agreement"), dated as of May 23, 2003, by and between Stoody and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Orginal Credit Agreement;
- (d) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Industries Copyright Security Agreement"), dated as of May 23, 2003, by and between Industries and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (e) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "<u>Dynamics Copyright Security Agreement</u>"), dated as of May 23, 2003, by and between Dynamics and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (f) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Tweco Copyright Security Agreement"), dated as of May 23, 2003, by and between Tweco and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (g) the Copyright Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "<u>Victor Copyright Security Agreement</u>"), dated as of May 23, 2003, by and between Victor and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (h) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "<u>Dynamics Trademark Security Agreement</u>"), dated as of May 23, 2003, by and between Dynamics and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

- (i) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Tweco Trademark Security Agreement"), dated as of May 23, 2003, by and between Tweco and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (j) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Victor Trademark Security Agreement"), dated as of May 23, 2003, by and between Victor and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (k) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Stoody Trademark Security Agreement"), dated as of May 23, 2003, by and between Stoody and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (l) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Thermal Arc Trademark Security Agreement"), dated as of May 23, 2003, by and between Thermal Arc and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (m) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Holdings Trademark Security Agreement"), dated as of May 23, 2003, by and between Holdings and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (n) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Industries Trademark Security Agreement"), dated as of May 23, 2003, by and between Industries and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (o) the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "<u>C & G Trademark Security Agreement</u>"), dated as of May 23, 2003, by and between C & G and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (p) the Patent Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "<u>Dynamics Patent Security Agreement</u>"), dated as of May 23, 2003, by and between Dynamics and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (q) the Patent Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Tweco Patent Security Agreement"), dated as of May 23, 2003, by and between Tweco and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (r) the Patent Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Victor Patent Security Agreement"), dated

as of May 23, 2003, by and between Victor and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;

- (s) the Patent Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Stoody Patent Security Agreement"), dated as of May 23, 2003, by and between Stoody and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (t) the Patent Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Thermal Arc Patent Security Agreement"), dated as of May 23, 2003, by and between Stoody and GECC, on its own behalf and in its capacity as Agent for the Lenders party to the Original Credit Agreement;
- (u) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Holdings Pledge Agreement"), dated as of May 23, 2003, by and between Holdings, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;
- (v) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Industries Pledge Agreement"), dated as of May 23, 2003, by and between Industries, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;
- (w) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Tweco Pledge Agreement"), dated as of May 23, 2003, by and between Tweco, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;
- (x) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "MECO Holding Pledge Agreement"), dated as of May 23, 2003, by and between MECO Holding, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;
- (y) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "<u>Dynamics Pledge Agreement</u>"), dated as of May 23, 2003, by and between Dynamics, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;
- (z) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "<u>C & G Pledge Agreement</u>"), dated as of May 23, 2003, by and between C & G, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;
- (aa) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "<u>International Pledge Agreement</u>"), dated as of May 23, 2003, by and between International, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement;

- (bb) the Pledge Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "<u>Victor Pledge Agreement</u>"), dated as of May 23, 2003, by and between Victor, as Pledgor, and GECC, as Pledgee, on behalf of itself, the Lenders party to the Original Credit Agreement; and
- (cc) each other Loan Document (as defined in the Original Credit Agreement and the Prior Credit Agreement) that Borrowers or any Credit Party is a party to; provided, that, (i) the Prior Credit Agreement shall be amended and reaffirmed by the Credit Agreement.

2. Amendments to Existing Collateral Documents.

- (a) Cross references in the Existing Collateral Documents to particular section references in the Original Credit Agreement or Prior Credit Agreement, as applicable, shall be deemed to be cross references to the corresponding sections, as applicable, of the Credit Agreement.
- (b) References in the Existing Collateral Documents to the "Agent" shall mean General Electric Capital Corporation.
- (c) Attached hereto is Schedule I, which contains the information required to be set forth on the schedules to the Security Agreement, which information is current as of the date hereof.
- (d) Attached hereto is Schedule II, which contains the information required to be set forth on the schedules to the ProTip Copyright Security Agreement, which information is current as of the date hereof.
- (e) Attached hereto is Schedule III, which contains the information required to be set forth on the Schedule to the Stoody Copyright Security Agreement, which information is current as of the date hereof.
- (f) Attached hereto is Schedule IV, which contains the information required to be set forth on the schedules to the Industries Copyright Security Agreement, which information is current as of the date hereof.
- (g) Attached hereto is Schedule V, which contains the information required to be set forth on the schedules to the Dynamics Copyright Security Agreement, which information is current as of the date hereof.
- (h) Attached hereto is Schedule VI, which contains the information required to be set forth on the schedules to the Tweco Copyright Security Agreement, which information is current as of the date hereof.
- (i) Attached hereto is Schedule VII, which contains the information required to be set forth on the schedules to the Victor Copyright Security Agreement, which information is current as of the date hereof.

- (j) Attached hereto is Schedule VIII, which contains the information required to be set forth on the schedules to the Dynamics Trademark Security Agreement, which information is current as of the date hereof.
- (k) Attached hereto is Schedule IX, which contains the information required to be set forth on the schedules to the Tweco Trademark Security Agreement, which information is current as of the date hereof.
- (l) Attached hereto is Schedule X, which contains the information required to be set forth on the schedules to the Victor Trademark Security Agreement, which information is current as of the date hereof.
- (m) Attached hereto is Schedule XI, which contains the information required to be set forth on the schedules to the Stoody Trademark Security Agreement, which information is current as of the date hereof.
- (n) Attached hereto is Schedule XII, which contains the information required to be set forth on the schedules to the Thermal Arc Trademark Security Agreement, which information is current as of the date hereof.
- (o) Attached hereto is Schedule XIII, which contains the information required to be set forth on the schedules to the Holdings Trademark Security Agreement, which information is current as of the date hereof.
- (p) Attached hereto is Schedule XIV, which contains the information required to be set forth on the schedules to the Industries Trademark Security Agreement, which information is current as of the date hereof.
- (q) Attached hereto is Schedule XV, which contains the information required to be set forth on the schedules to the C & G Trademark Security Agreement, which information is current as of the date hereof.
- (r) Attached hereto is Schedule XVI, which contains the information required to be set forth on the schedules to the Dynamics Patent Security Agreement, which information is current as of the date hereof.
- (s) Attached hereto is Schedule XVII, which contains the information required to be set forth on the schedules to the Tweco Patent Security Agreement, which information is current as of the date hereof.
- (t) Attached hereto is Schedule XVIII, which contains the information required to be set forth on the schedules to the Victor Patent Security Agreement, which information is current as of the date hereof.
- (u) Attached hereto is Schedule XIX, which contains the information required to be set forth on the schedules to the Stoody Patent Security Agreement, which information is current as of the date hereof.

- (v) Attached hereto is Schedule XX, which contains the information required to be set forth on the schedules to the Thermal Arc Patent Security Agreement, which information is current as of the date hereof.
- (w) Attached hereto is Schedule XXI, which contains the information required to be set forth on the schedules to the Holdings Pledge Agreement, which information is current as of the date hereof.
- (x) Attached hereto is Schedule XXII, which contains the information required to be set forth on the schedules to the Industries Pledge Agreement, which information is current as of the date hereof.
- (y) Attached hereto is Schedule XXIII, which contains the information required to be set forth on the schedules to the Tweco Pledge Agreement, which information is current as of the date hereof.
- (z) Attached hereto is Schedule XXIV, which contains the information required to be set forth on the schedules to the MECO Holding Pledge Agreement, which information is current as of the date hereof.
- (aa) Attached hereto is Schedule XXV, which contains the information required to be set forth on the schedules to the Dynamics Pledge Agreement, which information is current as of the date hereof.
- (bb) Attached hereto is Schedule XXVI, which contains the information required to be set forth on the schedules to the C & G Pledge Agreement, which information is current as of the date hereof.
- (cc) Attached hereto is Schedule XXVII, which contains the information required to be set forth on the schedules to the International Pledge Agreement, which information is current as of the date hereof.
- (dd) Attached hereto is Schedule XXVIII, which contains the information required to be set forth on the schedules to the Victor Pledge Agreement, which information is current as of the date hereof.
- Agreement, Borrowers and each other Credit Party, as borrower, debtor, grantor, mortgagor, pledgor, guarantor, assignor, or in other similar capacities in which Borrowers or such other Credit Party grants liens or security interests in its properties or otherwise acts as an accommodation party or guarantor, as the case may be, in any case under any one or more Existing Collateral Documents to which it is a party, ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of such Existing Collateral Documents to which it is a party as deemed amended pursuant to Section 2 of this Master Reaffirmation. To the extent Borrowers or such other Credit Party granted liens on or security interests in any of its properties pursuant to any such Existing Collateral Document as security for the Obligations under or with respect to the Original Credit Agreement and the other Loan Documents, each such Credit Party hereby ratifies and reaffirms such grant of security and confirms and agrees that such liens and security interests

hereafter secure all of the Obligations under the Credit Agreement and the other Loan Documents. In each case each reference in such Existing Collateral Documents to the obligations secured thereby shall be construed to hereafter mean and refer to the Obligations under the Credit Agreement and the other Loan Documents. Borrowers and each other Credit Party hereby consent to the terms and conditions of the Credit Agreement and each Credit Party reaffirms its guaranty of all of the Obligations under or with respect to the Credit Agreement and the other Loan Documents. Borrowers and each other Credit Party acknowledge receipt of a copy of the Credit Agreement and acknowledges that each of the Existing Collateral Documents to which Borrowers or such other Credit Party is a party remains in full force and effect, and as hereby modified, ratified and confirmed. The execution of this Master Reaffirmation shall not operate as a waiver of any right, power or remedy of the Agent or Lenders, nor constitute a waiver of any provision of any of the Existing Collateral Documents nor constitute a novation of any of the Obligations under the Credit Agreement or Existing Collateral Documents as amended pursuant to Section 2 of this Master Reaffirmation.

- 4. <u>Successors and Assigns</u>. This Master Reaffirmation shall be binding upon Borrowers and each other Credit Party and upon their respective successors and assigns and shall inure to the benefit of Agent and the Lenders and their respective successors and assigns. The successors and assigns of such entities shall include, without limitation, their respective receivers, trustees, or debtors-in-possession.
- 5. <u>Further Assurances</u>. Each Borrower and each Credit Party hereby agrees from time to time, as and when requested by Agent or any Lender to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as Agent or such Lender may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Master Reaffirmation and any Collateral Documents to which such Borrower or such other Credit Party is a party.
- 6. <u>Definitions</u>. All references to the singular shall be deemed to include the plural and vice versa where the context so requires.
- 7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.
- 8. <u>Severability</u>. Wherever possible, each provision of this Master Reaffirmation shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Master Reaffirmation shall be prohibited by or invalid under such 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 Master Reaffirmation.
- 9. Merger. This Master Reaffirmation represents the final agreement of each of Borrower and Holdings with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or prior or subsequent oral agreements, among any of the Borrowers, the other Credit Parties, Agent or the Lenders.

- 10. <u>Execution in Counterparts</u>. This Master Reaffirmation may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 11. <u>Section Headings</u>. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

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- Signature Page Follows -

WITNESS the due execution of this Master Reaffirmation by the respective duly authorized officers of the undersigned as of the date first written above.

By: JAMES H. A.E.
Title: SR VP & C.E.O.

THERMADYNE INDUSTRIES, INC.

THERMADYNE DYNAMICS CORPORATION

Name: JAMES H. IAIE
Title: SR. VP & CFO

TWECO-PRODUCTS, INC.

Name: JAMES H. IAIE
Title: SR. VP & CFO

VICTOR EQUIPMENT COMPANY

Name: JAMES H.
Title: SR. VP & CFO

C & G-SYSTEMS, INC.

Name: JAMES H. ALE
Title: SR. VP & CFO

[Signature Page to Master Reaffirmation] S-1

STOODY COMPANY

By: Janes H Tate
Title: Sr Vice Pres

PROTIP CORPORATION

Name: James H. Tas

Title: Sr Vice Pres

[Signature Page to Master Reaffirmation] S-1A

THERMAL ARC, INC.
By: Man Kline
Name: JAMES H. IATE
Title: SR. VP & CFO
·
THERMADYNE INTERNATIONAL CORP.
By: fem // the
Name: JAMES H. IAIE
Title: SR. VP & CFO
THERMADYNE HOLDINGS CORPORATION
By:
Name: JAMES H. IATE
Title: SR. VP & CFO
MECO-HOLDING COMPANY
Name: JAMES H. TATE
Title: SR. VP & CFU
C & G SYSTEMS HOLDING, INC.
()
By: A de
Name: JAMES H. TATE
Title: SR. VP & CFO
AGENT
GENERAL ELECTRIC CAPITAL CORPORATION, as Agent and a Lender
By: Coop
Name: Dennis W. Cloud
Its Duly Authorized Signatory

[Signature Page to Master Reaffirmation] S-2

SCHEDULE I

'n

MASTER REAFFIRMATION AND AMENDMENT TO COLLATERAL DOCUMENTS

SECURITY AGREEMENT SCHEDULES

[SEE ATTACHED]

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SCHEDULE I to SECURITY AGREEMENT

FILING JURISDICTIONS

Delaware – Victor Equipment Company

Tweco Products, Inc.

Thermal Dynamics Corporation

Thermal Arc, Inc.

Thermadyne International Corp.

Thermadyne Industries, Inc.

Thermadyne Holdings Corporation

Stoody Corporation

MECO Holding Company C & G Systems Holdings, Inc.

Illinois – C & G Systems, Inc.

Missouri – ProTip Corporation

SCHEDULE II to SECURITY AGREEMENT

INSTRUMENTS CHATTEL PAPER AND LETTER OF CREDIT RIGHTS

None

SCHEDULE III-A to SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING DYNAMICS' COLLATERAL

- I. Dynamics' official name: Thermal Dynamics Corporation
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Dynamics' state of incorporation or organization or a statement that no such number has been issued: #0834924
- IV. State or Incorporation or Organization of Dynamics: Delaware
- V. Chief Executive Office and principal place of business of Dynamics: Industrial Park #2
 West Lebanon, NH 03784 (Grafton County)
- VI. Corporate Offices of Dynamics: Industrial Park #2 West Lebanon, NH 03784 (Grafton County)
- VII. Warehouses: N/A
- VIII. Other Premises at which Collateral is Stored or Located: Industrial Park, #2 West Lebanon, NH 03784

AGA Gas (Linde) 12697 Elmwood Avenue Cleveland, OH 44101 (<292,000>)

Allmold 3841 Buffalo Road Rochester, NY 14624 (<233,000>)

Avid Engineering 80 Commercial Street Concord, NH 03301 (<2,000>)

Stephen Gould 30 Commerce Way Tewksbury, MA 01876 (<9,000>)

Putnam Precisior 11 Danco Road Putnam, CT 06260 (<18,000>)

Suntron 104 Glenn St. Lawrence, MA 01843 (<20,000>)

Trand-Whitney 1060 Millbury Street Worcester, MA 01607 (<4,000>)

Versa Mold & Tool RR2 Box 237 South Royaltor, VT 05068 (<7,000>)

IX. Locations of Records Concerning Collateral: 16052 Swingley Ridge Rd. Suite 300 Chesterfield, MO 63017 (St. Louis County)

SCHEDULE III-B to SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING TWECO'S COLLATERAL

I.	Tweco'	s official n	name: T	`weco	Products,	Inc
	1	o ciriorar r.	Tallio.		I I O W W C C C C C	

- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Tweco's state of incorporation or organization or a statement that no such number has been issued: #0910069
- IV. State or Incorporation or Organization of Tweco: Delaware
- V. Chief Executive Office and principal place of business of Tweco: 4200 West Harry
 Wichita, KS 67209
 (Sedgwick County)
- VI. Corporate Offices of Tweco: 2800 Old Airport Road, KS 67209 Denton, TX 46205
- VII. Warehouses: N/A
- VIII. Other Premises at which Collateral is Stored or Located: 4200 W. Harry
 Wichita, KS 67277

Wichita, KS 67277 (office, manufacturing)

2005 W. Harry Wichita, KS 67213 (warehouse)

13820 Oaks Avenue Chino, CA 91710

Automatic Products 2735 Forest Lane Garland, TX 75042 (<75,000>)

Center Industries P.O. Box 17364 Wichita, KS 67217 (<6,000>)

Custom Apparatus 2885 N. Berkeley Lake Road, NE, Ste 22 Duluth, GA 30096 (<10,000>)

DL Waller 209 E. Young St., P.O. Box 70 Rosehill, KS 67133 (<20,000>)

Fabricon 8804 Chancellor Row Dallas, TX 75247 (<15,000>)

Fimex SA 1649 R Michel Guadalajara, JAL Mexico 44870 (<390,000>)

Industrias Medina Called De Los Cometas 15 Parque Industrial Hermosillo Sonora, MX (<350,000>)

Love Box Co. P.O. Box 546 Wichita, KS 67201 (<50,000>)

Maintenance Services

& Technologies 232 W. Ross Clearwater, KS 67026 (<10,000>)

Pacific Airgas, Inc. 3591 N. Columbia Blvd. Portland OR 97217 (<10,000>)

Pacific Welding Supplies P.O. Box 111240 Tacoma, WA 98411

Praxair Distribution Southeast LLC One Main Street, Suite 202 Tequesta, FL 33469

Pyle Machine Co., Inc. 4201 Clay Avenue Fort Worth, TX 76117 (<50,000>)

Starkey, Inc. P.O. Box 9290 Wichita, KS 67277(<10,000>)

IX. Locations of Records Concerning Collateral: 16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

4200 West Harry 2800 Old Airport Road Denton, TX 46205

SCHEDULE III-C to SECURITY_AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING VICTOR'S COLLATERAL

- I. Victor's official name: Victor Equipment Company
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Victor's state of incorporation or organization or a statement that no such number has been issued: #0735214
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of Victor: 2800 Old Airport Road Denton, TX 76205 (Denton County)
- VI. Corporate Offices of Victor: 2800 Old Airport Road Denton, TX 76205 (Denton County)
- VII. Warehouses:
 Alliance Gateway #58
 800 Henrietta RD
 Roanake, TX 76262
- VIII. Other Premises at which Collateral is Stored or Located: 2800 Airport Road
 Denton, TX 76208
 (office, manufacturing)

13820 Oaks Avenue Chino, CA 91710

800 Henrietta Creek Rd. Roanoke, TX 76262

Accurate Automatics 703 Business Way Wylie, TX 75098 (<25,000>) All Plastics Molding 15700 Midway Addison, TX 75001 (<100,000>) **Automatic Products** 2735 Forest Lane Garland, TX 75042 (<510,000>) Genuine Parts Co 3033 Military Pkwy Mesquite, TX 75149 (<17,000>)International Paper 2400 Shamrock Avenue Fort Worth, TX 76107 (<120,000>) Jar-Tex Plating 204 E. Daggett Avenue Fort Worth, TX 76104 (<20,000>) Lido 4343 Industrial Center Dr. San Antonio, TX 78217 (<33,000>) Napa Albuquerque 1510 2nd St NW Albuquerque, NM 87125 (<13,000>) Napa Auto Parts 250 Osage Kansas City, KS 66105 (<9,000>) Napa Auto Parts 5421 W Southern Ave Indianapolis, IN 46241 (<9,000>) Napa Auto Parts 11710 Pacific Ave Fontana, CA 92337

(<7,000>)

Napa Auto Parts 501 N Freya Spokane, WA 99202 (<6,000>) Napa Auto Parts 410 N Midler Ave Syracuse, NY 13206 (<9,000>) Napa Auto Parts 8441 S 180th St Kent, WA 98032 (<7,000>) Napa Auto Parts 5420 Peachtree Industrial Blvd Norcross, GA 30071 (<9,000>) Napa Auto Parts 6220 Rovenna St Anchorage, AK 99518 (<7,000>) Napa Auto Parts 7400 W 27th St Minneapolis, MN 55426 (<8,000>) Napa Auto Parts 2222 E Douglas Des Moines, IA 50313 (<8,000>) Napa Auto Parts 161 4635 Northgate Blvd Sacramento, CA 95834 (<3,000>) Napa Billings 5320 Southgate Dr Billings, MT 59101 (<9,000>) Napa Carrollton 1233 Lincoln Ave NW Carrollton, OH 44615

(<9,000>) Napa Chicago

(<6,000>)

700 Enterprise Court Naperville, IL 60563

Napa Columbus 2665 W Dublin-Granville Rd Columbus, OH 43235 (<9,000>) Napa Connecticut 1260 Newfield St Middletown, CT 06547 (<8,000>)Napa Denver 2101 Hwy 224 Denver, CO 80229 (<7,000>) Napa Grand Rapids 3402 Patterson Ave SE Grand Rapids, MI 49512 (<9,000>) Napa High Point 600 Gallimore Dairy Rd High Point, NC 27265 (<9,000>)Napa Memphis P O Box 2326 Norcoss, GA 30091 (<7,000>)Napa New England 840 Woburn St Wilmington, MA 01887 (<9,000>) Napa Phoenix 2811 W Thomas Rd Phoenix, AZ 85017 (<8,000>) Napa Portland 10515 N Lombard St Portland, OR 97203 (<6,000>)Napa Salt Lake City 1317 South 700 W Salt Lake City, UT 84104 (<5,000>) Napa Tampa 11718 N Florida Ave Tampa, FL 33612

(<7,000>)

Presscut 1540 Selene Drive, Suite 100 Carrollton, TX 75006 (<30,000>) Pyle Machine 4201 Clay Ave Fort Worth, TX 76117 (<12,000>) Sun Mfg 12232 S Hwy 51 Coweta, OK 74429 (<46,000>) Taurus 10235 W. Little York, Suite 235 Houston, TX 77040 (<900,000>) Tuscarora 1255 Champion Circle Carrollton, TX 75006 (<40,000>)

IX. Locations of Records Concerning Collateral: 16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

2800 Old Airport Road Denton, TX 76205 (Denton County)

SCHEDULE III-D to SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING C & G'S COLLATERAL

- I. C & G's official name: C & G Systems, Inc.
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by C & G's state of incorporation or organization or a statement that no such number has been issued: #5757-680-4
- IV. State or Incorporation or Organization: Illinois
- V. Chief Executive Office and principal place of business of C & G: 1401 Glenlake
 Itasca, IL 60143
 (McHenry County)
- VI. Corporate Offices of C & G: 1401 Glenlake Itasca, IL 60143 (McHenry County)
- VII. Warehouses: N/A
- VIII. Other Premises at which Collateral is Stored or Located: 1401 Glenlake
 Itaska, IL 60143

Purity Cylinder (consignment) 1638 Armstrong Rd Warsaw, IN 46581 (<6,000>)

IX. Locations of Records Concerning Collateral: 16052 Swingley Ridge Rd. Suite 300 Chesterfield, MO 63017 (St. Louis County)

1401 Glenlake Itasca, IL 60143 (McHenry County)

Industrial Park #2 West Lebanon, NH 03784 (Grafton County)

SCHEDULE III-E to SECURITY_AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING STOODY'S COLLATERAL

	I.	Stoody's official name:	Stoody Company
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- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Stoody's state of incorporation or organization or a statement that no such number has been issued: #2728596
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of Stoody: 5557 Nashville Road
 Bowling Green, KY 42101
 (Warren County)
- VI. Corporate Offices of Stoody: 5557 Nashville Road Bowling Green, KY 42101 (Warren County)
- VII. Warehouses: 250 Brenner ST Bowling Green, KY 42101

13829 Oaks Avenue Chino, CA 91710

VIII. Other Premises at which Collateral is Stored or Located: 5557 Nashville Road
Bowling Green, KY
42102

13820 Oaks Avenue Chino, CA 91710

250 Brenner Street, Bowling Green, KY

OXARC, Inc. 4003 E. Broadway Avenue Spokane, WA 99202 (<6,000>)

Gulf Coast Torch and Regulator, Inc. 5350 Galveston Road P.O. Box 34089 Houston, TX 77234 (<29,000>)

Acetylene Oxygen Company 822 W. Jackson Harlingen, TX 78551 (<20,000>)

S.J. Smith Welding Supply 3707 West River Drive Davenport, OH 52802 (<221,000>)

B.O.C. Gases 2610 18th Avenue, North Bessemer, AL 35020 (<58,000>)

Action Welding Supply 3100 Silver Star Road Orlando, FL 32808 (<4,000>)

Kirk Welding 725 E. 22nd St. Lawrence, KS 66044 (<7,000>)

Smith Welding 666 Seldom Street

Detroit, MI 48201 (<88,000>)

IX. Locations of Records Concerning Collateral: 16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

SCHEDULE III-F to SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING THERMAL ARC'S COLLATERAL

- I. Thermal Arc's official name: Thermal Arc, Inc.
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Thermal Arc's state of incorporation or organization or a statement that no such number has been issued: #2780266
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of Thermal Arc: 2200 Corporate Drive
 Troy, OH 45373
 (Miami County)
- VI. Corporate Offices of Thermal Arc: 2200 Corporate Drive
 Troy, OH 45373
 (Miami County)
- VII. Warehouses: N/A
- VIII. Other Premises at which Collateral is Stored or Located: 2200 Corporate Drive

Troy, OH 45373

Ashton Plastics Products 639 Bellbrook Avenue Xenia, OH 45385 (<\$10,000)

Concept Machine & Tool Inc. 2065 Industrial Court Covington, OH 45318 (<\$10,000)

Eastern Sintered Alloys Inc. 126 Access Road St. Marys, PA 15857-0708 (<5,000>)

AOC PO Box 430 Harlingen, TX 78551 (<14,000>)

Coastal Welding Supply (consignment) PO Box 3029, 25 N. 4th Street Beaumont, TX 77707 (<27,000>)

Force Technologies (consignment)
PO Box 2520
Wynne, AR 72402
(<7,000>)

Industrial Welding 111 Buras Drive Belle Chase LA 70037 (<97,000>)

Komp Industrial (consignment) 319 E Pine Street Hattiesburg, MS 39401 (<30,000>)

Victor Welding Supply (consignment) 123 S. Peoria Tulsa, OK 74120 (<12,000>)

Wilbanks Welding Supply (consignment) 5532 S 94th E Av. Tulsa, OK 74145 (<17,000>)

A.M.I., Inc. 30B Summer Street Winthrop, ME 04364 (<136,000>)

Trilogy Plastics 900 N. Chapel St. Louisville, OH 44641 (<184,000>)

Metalworking Group 9070 Pippin Road Cincinnati, OH 45251 (<4,000>)

IX. Locations of Records Concerning Collateral: 16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017
(St. Louis County)

2076 Wyecraft Road LOL 5V6 Canada

SCHEDULE III-G to SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING INTERNATIONAL'S COLLATERAL

- I. International's official name: Thermadyne International Corp
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by International's state of incorporation or organization or a statement that no such number has been issued: #0887551
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of International: 16052 Swingley Ridge Rd.
 Suite 300
 Chesterfield, MO 63017
 (St. Louis County)
- VI. Corporate Offices of International: 16052 Swingley Ridge Rd. Suite 300 Chesterfield, MO 63017 (St. Louis County)
- VII. Warehouses: N/A
- VIII. Other Premises at which Collateral is Stored or Located: 4200 W. Harry

Wichita, KS 67277

IX. Locations of Records Concerning Collateral: 16052 Swingley Ridge Rd.
Suite 300
Chesterfield, MO 63017

(St. Louis County)

2076 Wyecraft Road Oakville, Ontario LGL 5V6 Canada

SCHEDULE III-H to SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING HOLDINGS' COLLATERAL

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Ţ	Holdings' official name:	Thermadyne Holdings Corporation
i.	Holumgs official flame.	Thermadyne holdings Corboration

- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Holdings' state of incorporation or organization or a statement that no such number has been issued: #2134325
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of Holdings: 16052 Swingley Ridge Rd.
 Suite 300
 Chesterfield, MO 63017
 (St. Louis County)
- VI. Corporate Offices of Holdings: 16052 Swingley Ridge Rd. Suite 300 Chesterfield, MO 63017 (St. Louis County)
- VII. Warehouses: N/A

- VIII. Other Premises at which Collateral is Stored or Located: N/A
- IX. Locations of Records Concerning Collateral: 16052 Swingley Ridge Rd.
 Suite 300
 Chesterfield, MO 63017
 (St. Louis County)

SCHEDULE III-I to SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING INDUSTRIES' COLLATERAL

- I. Industries' official name: Thermadyne Industries, Inc.
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by Industries' state of incorporation or organization or a statement that no such number has been issued: #0893213
- IV. State or Incorporation or Organization: Corporation
- V. Chief Executive Office and principal place of business of Industries: 16052 Swingley Ridge Rd.
 Suite 300
 Chesterfield, MO 63017
 (St. Louis County)
- VI. Corporate Offices of Industries: 16052 Swingley Ridge Rd. Suite 300 Chesterfield, MO 63017 (St. Louis County)
- VII. Warehouses: N/A
- VIII. Other Premises at which Collateral is Stored or Located: N/A
- IX. Locations of Records Concerning Collateral: 16052 Swingley Ridge Rd.
 Suite 300
 Chesterfield, MO 63017
 (St. Louis County)

SCHEDULE III-J to SECURITY AGREEMENT

Intentionally Deleted

SCHEDULE III-K to SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING MECO HOLDING'S COLLATERAL

ĭ	MECO Holding's official name:	MECO Holding Company
1.	WILCO HOlding 5 Official fiding.	WILCO HORING COMPANY

- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by MECO Holding's state of incorporation or organization or a statement that no such number has been issued: #2433588
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of MECO Holding: 16052 Swingley Ridge Rd. Suite 300
 Chesterfield, MO 63017

Chesterneid, MO 63017

(St. Louis County)

VI. Corporate Offices of MECO Holding:

16052 Swingley Ridge Rd.

Suite 300

Chesterfield, MO 63017

(St. Louis County)

VII. Warehouses:

N/A

VIII. Other Premises at which Collateral is Stored or Located:

N/A

IX. Locations of Records Concerning Collateral:

16052 Swingley Ridge Rd.

Suite 300

Chesterfield, MO 63017

(St. Louis County)

SCHEDULE III-L to SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING PROTIP'S COLLATERAL

I. Pro	Tip's official name:	ProTip Corporation
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- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by ProTip's state of incorporation or organization or a statement that no such number has been issued: #58239 1/2
- IV. State or Incorporation or Organization: Missouri
- V. Chief Executive Office and principal place of business of ProTip: 16052 Swingley Ridge Rd.
 Suite 300
 Chesterfield, MO 63017
 (St. Louis County)
- VI. Corporate Offices of ProTip: 16052 Swingley Ridge Rd. Suite 300 Chesterfield, MO 63017 (St. Louis County)
- VII. Warehouses: N/A
- VIII. Other Premises at which Collateral is Stored or Located: N/A
- IX. Locations of Records Concerning Collateral: 16052 Swingley Ridge Rd.
 Suite 300
 Chesterfield, MO 63017
 (St. Louis County)

SCHEDULE III-M to SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING C&G HOLDING'S COLLATERAL

1. C&G Holding's official name: C&G Systems Holdings, Inc.

- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): Corporation
- III. Organizational identification number issued by C&G Holding's state of incorporation or organization or a statement that no such number has been issued: #2484731
- IV. State or Incorporation or Organization: Delaware
- V. Chief Executive Office and principal place of business of C&G Holding: 16052 Swingley Ridge Rd.
 Suite 300

Chesterfield, MO 63017

(St. Louis County)

VI. Corporate Offices of C&G Holding's: 16052 Swingley Ridge Rd. Suite 300 Chesterfield, MO 63017

(St. Louis County)

VII. Warehouses:

N/A

- VIII. Other Premises at which Collateral is Stored or Located: N/A
- IX. Locations of Records Concerning Collateral: 16052 Swingley Ridge Rd.

Suite 300

Chesterfield, MO 63017

(St. Louis County)

SCHEDULE IV to SECURITY AGREEMENT

PATENTS, TRADEMARKS AND COPYRIGHTS

See Schedule 3.15 to Credit Agreement

SCHEDULE V to SECURITY AGREEMENT

COMMERCIAL TORT CLAIMS

None

RECORDED: 12/09/2004