

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thermal Dynamics Corporation		08/14/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	260 Peachtree Street N.E.
Internal Address:	Suite 1800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Collateral Agent: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2794654	1TORCH
Registration Number:	2949680	ATC
Registration Number:	3068964	AUTO-CUT
Registration Number:	2350680	CUTSKILL
Registration Number:	2322300	DRAG-GUN
Registration Number:	2297411	GST
Registration Number:	2309699	HERCULES
Registration Number:	2201991	MAXIMIZER
Registration Number:	1764303	MERLIN
Registration Number:	2298200	MUSTANG
Registration Number:	1870389	PAK MASTER
Registration Number:	2831855	RPT
Registration Number:	1860261	SIGNATURE

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Registration Number:	2797522	SL100
Registration Number:	2895099	SL60
Registration Number:	1726644	SMART TORCH
Registration Number:	2937662	STAK PAK
Registration Number:	2573392	SURELOK
Registration Number:	2957159	TD
Registration Number:	1927993	TD
Registration Number:	1316659	THERMAL DYNAMICS
Registration Number:	2995804	ULTRA-CUT
Registration Number:	2388995	WMS
Serial Number:	77176525	SPEEDLOK
Serial Number:	77176519	XTREMELIFE

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-446-4800
Email: christine.casey@kirkland.com, hayley.smith@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 153 East 53rd Street
Address Line 2: c/o Edward Sadtler
Address Line 4: New York, NEW YORK 10022-4611

ATTORNEY DOCKET NUMBER:	35238-23
NAME OF SUBMITTER:	Edward Sadtler
Signature:	/Edward Sadtler/
Date:	08/28/2009

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2009, by THERMAL DYNAMICS CORPORATION, a Delaware corporation ("Grantor"), in favor of REGIONS BANK, in its capacity as Collateral Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain 2009 Amended and Restated Second Lien Credit Agreement dated as of August 14, 2009 by and among Grantor, the other Persons named therein as Borrowers, Collateral Agent and the Persons signatory thereto from time to time as Lenders and Guarantors (including all exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have duly executed and be a party to that certain Security Agreement, dated as of July 29, 2004, by and among the Grantor, the Borrowers, the Guarantors under the Credit Agreement, and Collateral Agent (as successor in interest to Credit Suisse (formerly known as Credit Suisse First Boston), pursuant to that certain Successor Second Lien Agent Agreement, dated as of August 14, 2009 by and among Collateral Agent, as Successor Agent (as defined therein), Credit Suisse, as Existing Agent (as defined therein), the Credit Parties and the Lenders) (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and such Security Agreement remains in full force and effect as of the A&R Effective Date, for the benefit of the Collateral Agent and the ratable benefit of Lenders; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent any and all instruments and documents and take such further action as Collateral Agent may deem reasonably necessary to obtain the full benefits of the 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 Section 1.01 of the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing 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 renewals 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 Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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 Collateral 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.

THERMAL DYNAMICS CORPORATION

By: Steven A. Sethmann
Name: STEVEN A. SETHMANN
Title: EVP - CFO

ACCEPTED AND ACKNOWLEDGED BY:

REGIONS BANK,
as Collateral Agent

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.

THERMAL DYNAMICS CORPORATION

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

REGIONS BANK,
as Collateral Agent

By:  _____
Name: **ERIC J. KNOLL**
Title: **VICE PRESIDENT**

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
ITORCH	78/143523	2794654	Registered	United States of America	16-Dec-2003	16-Dec-2013
ATC	78/158742	2949680	Registered	United States of America	10-May-2005	10-May-2015
AUTO-CUT	78/260060	3068964	Registered	United States of America	14-Mar-2006	14-Mar-2016
CUTSKILL	75/447580	2350680	Registered	United States of America	16-May-2000	16-May-2010
DRAG-GUN	75/428212	2322300	Registered	United States of America	22-Feb-2000	22-Feb-2010
GST	75/410031	2297411	Registered	United States of America	07-Dec-1999	07-Dec-2009
HERCULES	75/354187	2309699	Registered	United States of America	18-Jan-2000	18-Jan-2010
MAXIMIZER	75/207577	2201991	Registered	United States of America	03-Nov-1998	03-Nov-2008
MERLIN	74/304895	1764303	Registered	United States of America	13-Apr-1993	13-Apr-2013
MUSTANG	75/584896	2298200	Registered	United States of America	07-Dec-1999	07-Dec-2009
PAK MASTER & Design	74/356861	1870389	Registered	United States of America	27-Dec-1994	27-Dec-2014
RPT	78/161408	2831855	Registered	United States of America	13-Apr-2004	13-Apr-2014
SIGNATURE	74/403057	1860261	Registered	United States of America	25-Oct-1994	25-Oct-2014
SL100	78/143551	2797522	Registered	United States of America	23-Dec-2003	23-Dec-2013
SL60	78/143541	2895099	Registered	United States of America	19-Oct-2004	19-Oct-2014
SMART TORCH	74/152558	1726644	Registered	United States of America	20-Oct-1992	20-Oct-2012
SPEEDLOK	77/176525		Pending	United States of America		
STAK PAK	78/195459	2937662	Registered	United States of America	05-Apr-2005	05-Apr-2015

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
SURELOK	76/235913	2573392	Registered	United States of America	28-May-2002	28-May-2012
TD (stylized or with design)	78/371444	2957159	Registered	United States of America	31-May-2005	31-May-2015
TD and Design	74/586746	1927993	Registered	United States of America	17-Oct-1995	17-Oct-2015
THERMAL DYNAMICS and Design	73/429780	1316659	Registered	United States of America	29-Jan-1985	29-Jan-2015
ULTRA-CUT	78/260038	2995804	Registered	United States of America	13-Sep-2005	13-Sep-2015
WMS	75/364258	2388995	Registered	United States of America	26-Sep-2000	26-Sep-2010
XTREMELIFE	77/176519		Pending	United States of America		