

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
Thermadyne Industries, Inc.		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: 5

Property Type	Number	Word Mark
Registration Number:	2030221	THERMADYNE
Registration Number:	1540263	THERMADYNE
Registration Number:	1585328	THERMADYNE
Registration Number:	1585307	THERMADYNE
Serial Number:	77082129	XT

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: 601 Lexington Avenue
 Address Line 2: c/o Edward Sadtler
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35238-23
NAME OF SUBMITTER:	Edward Sadtler
Signature:	/Edward Sadtler/
Date:	09/16/2009
Total Attachments: 6 source=Thermadyne Industries TM SA#page1.tif source=Thermadyne Industries TM SA#page2.tif source=Thermadyne Industries TM SA#page3.tif source=Thermadyne Industries TM SA#page4.tif source=Thermadyne Industries TM SA#page5.tif source=Thermadyne Industries TM SA#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2009, by THERMADYNE INDUSTRIES, INC. 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.

THERMADYNE INDUSTRIES, INC.

By: _____
Name:
Title:

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 set forth above.

THERMADYNE INDUSTRIES, INC.

By: Steven A. Schuman

Name: STEVEN A. SCHUMAN

Title: EVP - CFO

ACCEPTED AND ACKNOWLEDGED BY:

REGIONS BANK,
as Collateral Agent

By: _____

Name:

Title:

TRADEMARK

REEL: 004062 FRAME: 0764

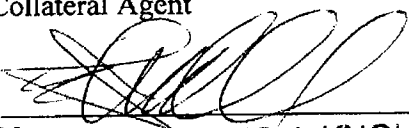
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THERMADYNE INDUSTRIES, INC.

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
THERMADYNE	75/060149	2030221	Registered	United States of America	14-Jan-1997	14-Jan-2017
THERMADYNE	73/751829	1540263	Registered	United States of America	23-May-1989	23-May-2009
THERMADYNE	73/751828	1585328	Registered	United States of America	06-Mar-1990	06-Mar-2010
THERMADYNE	73/751918	1585307	Registered	United States of America	06-Mar-1990	06-Mar-2010
XT	77/082129		Published	United States of America		