

MAILED RECORD  
7-24-98

07-24-1998

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To the Honorable Commissioner of Patents and Trademarks **100784157** original documents or copy thereof.

1. Name of conveying party(ies):  
DMJCO, Inc. d/b/a Victor Technology  
780 West Beldin Avenue  
Addison, IL 60101

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State - Illinois  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address: \_\_\_\_\_

Street Address: 111 West Monroe

City: Chicago State: IL ZIP: 60690

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Illinois Banking Corporation

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 Trademark Collateral Agreement

Execution Date: July 20, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
See attached

Additional numbers attached?  Yes  No

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

Name: Federal Reserve Corp

Internal Address: \_\_\_\_\_

Street Address: 400 Seventh St NW  
Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ ~~\_\_\_\_\_~~ 90.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

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DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

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.

Nancy A. Zarazua  
Name of Person Signing

Nancy A. Zarazua  
Signature

July 23, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 5

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

***REGISTERED U.S. TRADEMARKS  
AND TRADEMARK APPLICATIONS***

REGISTERED U.S. TRADEMARKS	REGISTRATION REG. NO.	DATE
VICKI & DESIGN	1,300,334	OCTOBER 16, 1984
VICTOR	128,891	JANUARY 13, 1920
VICTOR & DESIGN	1,301,331	OCTOBER 23, 1984
PENDING U.S. TRADEMARK APPLICATIONS	FILING NO.	FILING DATE
	<b>NONE</b>	

***REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS***

REGISTERED STATE. TRADEMARKS	REGISTRATION REG. NO.	DATE
	<b>NONE</b>	

## TRADEMARK COLLATERAL AGREEMENT

This 20<sup>TH</sup> day of July, 1998, DMJCO, Inc. d/b/a Victor Technology, an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 780 West Belden Avenue, Addison, Illinois 60101, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement Re: Patents and Trademarks bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

**DMJCO, INC.** **D/B/A**  
**VICTOR TECHNOLOGY**

(CORPORATE SEAL)

By Joseph R. Federman  
Its President

ATTEST:

Paula Orsola  
Its Secretary

Joseph R. Federman  
(Type or Print Name)

Paula Orsola  
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By Rod A. Murray  
Its Vice President

Rod A Murray  
(Type or Print Name)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Beth K. Morgan a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph R. Federman, President of DMJCO, Inc. d/b/a Victor Technology, an Illinois corporation, and Paula Orvola, Operating Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Oper Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said Oper Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation. for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20<sup>th</sup> day of July, 1998.



Beth K. Morgan  
Notary Public

My Commission Expires:

Beth K. Morgan  
(Type or Print Name)

4/23/00

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

I, Beth K. Morgan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rod A. Murray, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that ~~she~~he signed and delivered the said instrument as ~~her~~his own free and voluntary act and as the free and voluntary act and deed of said corp for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20<sup>th</sup> day of July, 1998.



Beth K Morgan  
Notary Public

Beth K Morgan  
(Type or Print Name)

My Commission Expires:

4/23/00

PENDING STATE TRADEMARK  
APPLICATIONS

FILING NO.

FILING DATE

**NONE**

*COMMON LAW RIGHTS*

*REGISTERED FOREIGN TRADEMARKS AND TRADEMARK APPLICATION*

**NONE**

SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT

*TRADEMARK LICENSES*

NONE