

08-28-1998

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks



100810752

Documents or copy thereof.

1. Name of conveyer

STOODY COMPANY
101 South Hanley Road
Suite 300
St. Louis, MO 63105

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Delaware)
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: May 22, 1998

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

Name: ABN AMRO BANK N.V.
as administrative agent

Internal Address:

Street Address: 135 South LaSalle StreetCity: Chicago State: IL ZIP: 60674-9135

Country:

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Bank

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

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

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

75/444,975
75/469,407

B. Trademark No.(s)

241,694	1,013,145	951,357	49,711
1,786,538	1,744,262	1,740,863	1,738,170
1,036,720	813,993	693,060	1,144,820
58,475	1,264,689	946,641	926,093
1,063,212	212,119	764,936	1,255,801
1,239,966	777,397	1,885,806	524,170
1,212,132	1,114,370		

Additional numbers attached ☐ Yes ☒ No

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

Name: Nora A. WhitescarverInternal Address: Mayer, Brown & PlattStreet Address: 2000 Pennsylvania Avenue, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 28

7. Total fee (37 CFR 3.41): \$715.00☒ Enclosed (Check No. 16033)☐ Authorized to be charged to deposit account

8. Deposit account number:

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

08/27/1998 T1011 00000145 241694

01 FC:481
02 FC:482

40.00 DP
675.00 DP

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.

Nora A. Whitescarver
Name of Person Signing

Signature

August 21, 1998
Date

Total number of pages comprising cover sheet and document attachments: 9

TRADEMARK
REEL: 1775 FRAME: 0245

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 22, 1998, is made between STOODY COMPANY, a Delaware corporation (the "Grantor"), and ABN AMRO BANK N.V., as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of May 22, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers named therein, the various financial institutions as are, or may from time to time become, parties thereto (the "Lenders") and the Agents named therein, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Subsidiary Security Agreement, dated as of May 22, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (g) of Section 4.1.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuers to make Credit Extensions to the Borrowers pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of,

the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of Collateral in accordance with the Credit Agreement or a waiver or consent granted under the Credit Agreement or (ii) the payment in full of all Secured Obligations, the termination or expiration of all Letters of Credit, the termination of all Rate Protection Agreements, and the termination of all Commitments, the security interest granted herein shall automatically terminate with respect to (x) such Collateral (in the case of clause (i)) or (y) all Collateral (in the case of clause (ii)). Upon any such termination, the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. Upon any sale or other transfer of Collateral permitted by the terms of Section 7.2.9 of the Credit Agreement or any waiver or consent granted under the Credit Agreement, the security interest created hereunder in such Collateral (but not in the proceeds thereof) shall be deemed to be automatically released and the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STOODY COMPANY

By: Stephen J. Jones
Title: Vice President & General Counsel

ABN AMRO BANK N.V.,
as Administrative Agent

By: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STOODY COMPANY

By: _____
Title:

ABN AMRO BANK N.V.,
as Administrative Agent

By: Andy Chuang
Title: Group Vice President

STOODY COMPANY**ATTACHMENT I****Item A. Trademarks****Registered Trademarks**

REFERENCE #	MARK	APPLICATION #	FILE DATE	REGISTRATION #	REG DATE	STATUS
TDSC 22056	BORIUM	256,550	10/24/27	241,694	5/8/28	REGISTERED
CLASS: 6 For: metal alloy of exceeding hardness and used for drilling, boring, and the like.						
TDSC 22057	BOROD	N/A	6/10/75	1,013,145	6/10/75	REGISTERED
CLASS: 14 CLASS: 34						
TDSC 22058	DYNAMANG	N/A	1/23/73	951,357	1/23/73	REGISTERED
CLASS: 34 CLASS: 9						
TDSC 22059	DYNAMANG (CALIFORNIA)	N/A	2/23/72	49,711	2/23/72	REGISTERED
TDSC 22060	HQ 913	N/A	8/10/93	1,786,538	8/10/93	REGISTERED
CLASS: 9						
TDSC 22061	HQ 913	N/A	1/5/93	1,744,262	1/5/93	REGISTERED
CLASS: 14 CLASS: 6						
TDSC 22062	HYDROLOY	N/A	12/22/92	1,740,863	12/22/92	REGISTERED
CLASS: 14 CLASS: 6						
TDSC 22063	HYDROLOY	N/A	12/8/92	1,738,170	12/8/92	REGISTERED
CLASS: 21 CLASS: 9						
TDSC 22064	JET SPRAY	048,773	4/7/75	1,036,720	3/30/76	REGISTERED
CLASS: 11 For: torch-assembly equipment, for combustion of gas in association with metallic particles whereby to deposit metal.						
TDSC 22065	MULTI-WEAVE	N/A	8/30/66	813,993	8/30/66	REGISTERED
CLASS: 34						
TDSC 22066	NICRO-MANG	N/A	2/16/60	693,060	2/16/60	REGISTERED
CLASS: 14						
TDSC 22067	ROL-COR	N/A	12/30/80	1,144,820	12/30/80	REGISTERED
CLASS: 9						
TDSC 22068	ROL-COR (CALIFORNIA)	N/A	10/2/78	58,475	10/2/78	REGISTERED
TDSC 22069	S + DESIGN	N/A	1/24/84	1,264,689	1/24/84	REGISTERED

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REFERENCE #	MARK	APPLICATION #	FILE DATE	REGISTRATION #	REG DATE	STATUS
TDSC 22070	S + DESIGN	N/A	11/7/72	946,641	11/7/72	REGISTERED
	CLASS: 14 CLASS: 34 CLASS: 6 CLASS: 9					
TDSC 22071	SOS	N/A	12/28/71	926,093	12/28/71	REGISTERED
	CLASS: 14 CLASS: 6					
TDSC 22072	STOODEX	082,721	4/5/76	1,063,212	4/12/77	REGISTERED
	CLASS: 9 For: welding electrodes.					
TDSC 22073	STOODITE	N/A	4/27/26	212,119	4/27/26	REGISTERED
	CLASS: 14					
TDSC 22074	STOODY	N/A	2/18/64	764,936	2/18/64	REGISTERED
	CLASS: 14					
TDSC 22075	STOODY	293,887	1/21/81	1,255,801	11/1/83	REGISTERED
	CLASS: 6 For: hard facing alloys-namely, iron base alloys, vanadium carbide alloys, cobalt base and nickel base alloys; torch spray powders; and continuous castings-namely, rods. CLASS: 7 For: alloy parts-namely, bushings, rings, liners, sleeves, bearing shoes, seals, balls, seats, housings, dies and rolls, being parts of machines; and welding machines and parts thereof. CLASS: 9 For: bare self-shielding stainless steel and welding electrodes, and electric welders and parts thereof.					
TDSC 22076	SUPER-TITAN	N/A	5/31/83	1,239,966	5/31/83	REGISTERED
	CLASS: 7					
TDSC 22077	SUPERCHROME	N/A	9/22/64	777,397	9/22/64	REGISTERED
	CLASS: 34					
TDSC 22078	THERMACLAD	515,041	4/22/94	1,885,806	3/28/95	REGISTERED
	CLASS: 6 For: hard facing welding wire.					
TDSC 22079	TUBE TUNGSITE	N/A	4/18/70	524,170	4/18/70	REGISTERED
	CLASS: 14					
TDSC 22080	TUNGSMOOTH	N/A	10/12/82	1,212,132	10/12/82	REGISTERED
	CLASS: 6					
TDSC 22081	VANCAR	N/A	3/6/79	1,114,370	3/6/79	REGISTERED
	CLASS: 6					

STOODY COMPANY

Pending Trademark Applications

REFERENCE #	MARK	APPLICATION #	FILE DATE	REGISTRATION #	REG DATE	STATUS
TDSC 22131	STOODY EXPRESS INTERACTIVE	75/444,975	3/5/98			PENDING
CLASS: 9 For: computer software in the field of welding for use in selecting a welding product for a particular application.						
TDSC 22138	THERMASLAG	75/469,407	4/17/98			PENDING
CLASS: 40 For: material treatment services, namely, resurfacing industrial components by deposition of metal.						

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.

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