

06-25-1999

COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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Tab settings 000 ▼

To the Honorable Commission

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Haskel International, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

6-22-99

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

Execution Date: April 23, 1999

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

Name: The Chase Manhattan Bank, as Agent

Internal Address:

Street Address: 600 Fifth Avenue

City: New York State: NY ZIP: 10020

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York Banking
- Other

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,142,255

Additional numbers attached?  Yes  No

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

Name: Thomas Yadlon, Esq.

Internal Address: Kaye, Scholer, Fierman,

Hays & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

06/23/1999 DNGUYEN 00000278 1142255

DO NOT USE THIS SPACE

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01 C:481 40.00 DP  
02 C:482 Statement and signature 80.00 DP

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.

Naomi J. Shrenzel  
Name of Person Signing

Naomi J. Shrenzel  
Signature

6/19/99

Date

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

5

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY



U.S. TRADEMARKS

Mark	Reg. No.	Reg. Date
HYDROSWAGE	1,142,255	12/09/80
SUPERSWAGE	1,253,344	10/04/83
HASKEL	1,056,449	01/18/77 (Renewed 1997)
JETFLOW FUME DILUTER	1,294,120	09/11/84
JETFLOW & DESIGN	1,328,379	04/02/85

# COLLATERAL ASSIGNMENT FOR SECURITY

## (TRADEMARKS)

WHEREAS, HASKEL INTERNATIONAL, INC., a California corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders named as "U.S. Lenders" (the "U.S. Lenders") in Schedules 2.01(a), 2.01(b) and 2.01(c) of the Credit Agreement dated as of the date hereof, among, HI Merger Subsidiary Inc., Haskel International, Inc., Haskel Energy Systems Limited, HI Holdings Inc., Chase, as agent for the U.S. Lenders, the lenders named as "U.K. Lenders" (the "U.K. Lenders") in Schedules 2.01(a) and 2.01(b) to such agreement and The Chase Manhattan Bank, as U.K.T.L. Agent and Chase Manhattan International Limited, as U.K.R.L. Agent (in such capacity, collectively, the "U.K. Agent") (such agreement, as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement"), (ii) the U.K. Lenders, (iii) itself as issuer of the Letters of Credit and (iv) the U.K. Agent, and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has collaterally assigned (and has not presently and absolutely assigned) to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further collaterally assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the collateral assignment of, security interest in

and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed by its officer thereunto duly authorized as of the 23<sup>rd</sup> day of April, 1999.

HASKEL INTERNATIONAL, INC.

By   
Name: Seth M. Hendon  
Title: Vice President