

RECOR TR
MAY 9/10/99

09-15-1999



To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

101145990

1. Name of conveying party(ies):

Supply Sales Co.
3 Tyco Park
Exeter, NH 03833

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

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

3. Nature of conveyance:

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

Execution Date: August 16, 1999



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

Name: The First National Bank of Chicago, as Administrative Agent

Internal Address: Corporate Finance Office

Street Address: One First National Plaza

Suite 0323

City: Chicago State: Illinois ZIP: 60670

Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver
Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW
Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 5

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

Enclosed (Check No. 17928)

Authorized to be charged to deposit account

8. Deposit account number:

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

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

Nora A. Whitescarver
Signature

September 10, 1999
Date

Total number of pages comprising cover sheet and document attachments: 10

09/14/1999 NTHAI1 00000000 74235664

01 FC:481 40.00 OP
02 FC:482 100.00 OP

App: 04/19/99
Exp: 09:18:50

Country List
by Owner then Country then Mark

Page: 2

Country: UNITED STATES

Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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	04248	GRN	Registered	1715008 09/15/92	09/15/02
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Application No.: 74/235664
Filing Date: 01/07/92
Renewal Base Date: 09/15/92
Affidavit of Use: 09/15/97 Filed? no
Last Update: 12/02/96

Classes: 06, 09
Goods:
METAL PIPE FITTINGS AND COUPLINGS. (6)
AUTOMATIC VALVES AND SOLENOID VALVES. (9)

WELL DESIGN

	05270	GRN	Registered	1734358 11/24/92	11/24/02
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Application No.: 74/235587
Filing Date: 01/07/92
Renewal Base Date: 11/24/92
Affidavit of Use: 11/24/97 Filed? yes
Last Update: 06/09/98

Classes: 06
Goods:
METAL PIPE FITTINGS AND COUPLINGS

X-LOK

	05271	GRN	Registered	2112844 11/11/97	11/11/07
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Application No.: 75/047039
Filing Date: 01/16/96
Renewal Base Date: 11/11/02
Affidavit of Use: 11/11/02 Filed? no
Last Update: 12/01/97

Classes: 06
Goods:
PIPE FITTINGS, NAMELY PIPE NIPPLES MADE PRIMARILY OF METAL (06)

ENVLOK

	04274	GRN	Registered	1087606 03/21/78	03/21/08
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Application No.: 140445
Filing Date: 09/08/77
Renewal Base Date: 03/21/78
Affidavit of Use: 03/21/83 Filed? yes
Last Update: 03/25/98

Classes: 06
Goods:
PIPE FITTINGS. (6)

04/19/99
09:32:30

Country List
by Owner then Country then Mark

COUNTRY: UNITED STATES

Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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WLOK

	05275	GRN	Registered	2122835 12/23/97	12/23/07
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Application No.: 75/081020 Renewal Base Date: 12/23/97 Last Update: 01/05/98
 Filing Date: 03/29/96 Affidavit of Use: 12/23/02 Filed? no

Classes: 06, 09, 11

Goods:

METAL PIPE COUPLINGS AND FITTINGS, GASKETED METAL PIPE COUPLINGS AND FITTINGS, MANUALLY OPERATED METAL CHECK VALVES, AND METAL PIPE LINE STRAINERS FOR USE IN TRAPPING FOREIGN MATERIAL; ALL BEING PARTS AND FITTINGS FOR METAL TUBES IN IC 6;
 AUTOMATIC FLUID CONTROL VALVES, IN IC 9;
 PUMP INLET SUCTION DIFFUSERS FOR MOUNTING TO PUMP INLET FLANGES TO REDUCE FLUID FLOW TURBULENCE, STREAMLINE FLUID FLOW, AND TRAP FOREIGN MATERIALS, IN IC 11.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 16, 1999, is made between SUPPLY SALES CO., a Delaware corporation (the "Grantor"), and THE FIRST NATIONAL BANK OF CHICAGO, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of August 16, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Grantors, the various financial institutions and other Persons from time to time parties thereto (collectively, the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent for the Lenders, and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to each Grantor;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Subsidiary Pledge and Security Agreement, dated as of August 16, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.6 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in of the Trademark Collateral (as defined below) to secure all of its Obligations;

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuers to make Credit Extensions to each Grantor pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, each 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 its Obligations, each 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) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature covered in (c) below, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, 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 and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable, clause (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 such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each 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 any Trademark Collateral in accordance with the Credit Agreement (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreement) or (ii) the Termination Date, the Administrative Agent shall, at each Grantor's expense, execute and deliver to each Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each 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.

SUPPLY SALES CO.

By: 
Title: _____

THE FIRST NATIONAL BANK OF CHICAGO,
as Administrative Agent

By: Christie Johnson
Title: SVP

Schedule I
Item A

Date: 04/19/99
Time: 09:18:50

Country List
by Owner then Country then Mark

Country: UNITED STATES

Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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GENVLOK

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AUTOMATIC FLUID CONTROL VALVES, IN IC 9;
PUMP INLET SUCTION DIFFUSERS FOR MOUNTING TO PUMP INLET FLANGES TO REDUCE FLUID FLOW TURBULENCE, STREAMLINE FLUID FLOW, AND TRAP FOREIGN MATERIALS, IN IC 11.