

09-15-1999



101145989

original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

Henry Pratt Company  
401 South Highland  
Aurora, Illinois 60506

*Handwritten:* 9/10/99

- 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

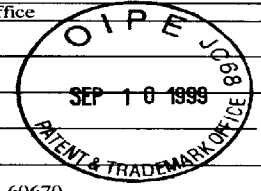
City: Chicago State: Illinois ZIP: 60670

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: 13

7. Total fee (37 CFR 3.41): \$340.00

- Enclosed (Check No. 17926)
- 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

*Handwritten Signature: Nora A. Whitescarver*  
Signature

September 10, 1999  
Date

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

09/14/1999 MTHRI1 00000081 72427851

01 FC:481 40.00 OP  
02 FC:482 300.00 OP

Patent and Trademark Assignments  
Created in Microsoft Word

File Name: J:\rr\readdata\projects\ptas\barcodes\PTAS Document Separator.doc

MUELLER

Trademark Report by Mark

Printed 4/13/1999

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>DIVINER</b>							
UNITED STATES	05312/012001	6/21/1972	72/427,851	8/6/1974	990,032	REGISTERED	21
<b>DURA-CYL</b>							
UNITED STATES	05312/013001	1/31/1973	72/447,347	10/22/1974	996,368	REGISTERED	23
<b>E-LOK</b>							
UNITED STATES	05312/014001	11/2/1976	105,216	12/20/1977	1,079,876	TRANSFER	17
<b>GROUNDHOG</b>							
AUSTRALIA	05312/016AU1	4/19/1977	306408	4/19/1977	306408	ABANDONED	11
CANADA	05312/016CA1	10/26/1967	306600	9/27/1968	158482	REGISTERED	11
UNITED STATES	05312/016001	9/1/1967	279,517	1/23/1968	842,731	REGISTERED	06
<b>MONOFLANGE</b>							
CANADA	05312/016CA1	1/25/1960	254834	5/5/1961	122106	REGISTERED	11
UNITED STATES	05312/016001	6/28/1958	60,266	4/26/1960	696,639	REGISTERED	13
<b>PIVA</b>							
UNITED STATES	05312/019001	11/19/1961	337,868	4/12/1963	1,234,290	REGISTERED	06
<b>POSITAC</b>							
UNITED STATES	05312/020001	7/27/1973	72/464,082	8/13/1974	990,740	REGISTERED	09
<b>POSITRON</b>							
UNITED STATES	05312/017001	1/31/1973	72/447,348	5/14/1974	963,763	REGISTERED	21
<b>PRATT</b>							
BENELUX	05312/004BX1	5/3/1973	32517	5/3/1973	318650	REGISTERED	11,7
CANADA	05312/004CA1	4/14/1961	262368	1/26/1968	155204	REGISTERED	11
SOUTH KOREA	05312/004KR1	7/3/1968	68-16862	9/18/1968	200861	REGISTERED	07
TAIWAN	05312/004TW1		76/57422	7/16/1968	448602	REGISTERED	11
UNITED STATES	05312/004001	4/7/1958	46,184	5/19/1958	678,731	REGISTERED	13
<b>STREAMLINES</b>							
UNITED STATES	05312/021001	11/12/1958	72/062,320	12/15/1958	689,920	REGISTERED	16
<b>SUPERSTOP</b>							
UNITED STATES	05312/011001	5/29/1964	418,586	11/6/1964	1,304,346	REGISTERED	06
<b>TRITON</b>							
CANADA	05312/025CA1			8/1/1978	233370	REGISTERED	
JAPAN	05312/025JP1			2/27/1966	1744743	REGISTERED	09
NEW ZEALAND	05312/025NZ1	4/13/1977	119088	4/13/1977	119088	ABANDONED	06

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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**TRITON XL**

UNITED STATES	05312/022001	8/20/1973	72/466,019	3/25/1975	1,007,548	REGISTERED	6
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**TRITON XR-70**

UNITED STATES	05312/024001	7/2/1973	72/461,800	9/3/1974	992,336	REGISTERED	06
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END OF REPORT

TOTAL ITEMS SELECTED = 23

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 16, 1999, is made between HENRY PRATT COMPANY., 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;

W I T N E S S E T H :

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.

HENRY PRATT COMPANY

By:   
Title: \_\_\_\_\_

THE FIRST NATIONAL BANK OF CHICAGO,  
as Administrative Agent

By: *Christie Johnson*  
Title: SVP