

01-04-2000



To the Honorable Comm

attached original documents or copy thereof.

1. Name of conveying party(ies):

Sierra International Inc.
625 West Columbian Boulevard
1 Sierra Place
Litchfield, Illinois 62056

12.23.99

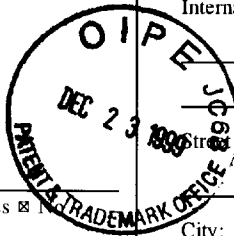
101236177

Name of receiving party(ies):

Name: Bank of Nova Scotia, as administrative agent

Internal Address:

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



Address: One Liberty Plaza

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

City: New York State: NY ZIP: 10006

Country:

3. Nature of conveyance:

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

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

Execution Date: December 1, 1999

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)

B. Trademark No.(s)

See attached list

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: 1909 K Street, NW
City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed (Check No. 18164)
- 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

December 23, 1999
Date

Total number of pages comprising cover sheet and document attachments: 8

01/03/2000 DNGUYEN 00000207 1968489

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Item A. Trademarks**Registered Trademarks**

| <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------|------------------|-------------------------|--------------------------|
| U.S. | Rotoswitch | 1,968,489 | 4/16/1996 |

Pending Trademark Applications

| <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|----------------|------------------|--|--------------------|
| U.S. | Prime Line | 612834 (this number will change when the trademark is approved) | 12/19/94 |

Trademarks Applications in Preparation

| <u>Country</u> | <u>Docket No.</u> | <u>Expected Filing Date</u> | <u>Products Services</u> | <u>Title</u> |
|----------------|-------------------|---------------------------------|------------------------------|--------------|
| None. | | | | |

Item B. Trademark Licenses

| <u>Country or Territory</u> | <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|---------------------------------|------------------|-----------------|-----------------|---------------------------|----------------------------|
| None. | | | | | |

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of December 1, 1999, between Sierra International Inc., an Illinois corporation (the "Grantor"), and The Bank of Nova Scotia ("Scotiabank"), as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lender Parties (as defined below);

W I T N E S S E T H :

WHEREAS, pursuant to a Credit and Guaranty Agreement, dated as of August 29, 1997 (together with all amendments, supplements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Imo Industries Inc., a Delaware corporation (the "Borrower"), Colfax Corporation (formerly known as II Acquisition Corp.), a Delaware corporation, as Guarantor, the various lending institutions as are, or may from time to time become, parties thereto (individually a "Lender" and collectively the "Lenders"), NationsBanc Capital Markets, Inc. ("NationsBanc"), as Syndication Agent and Scotiabank, as Administrative Agent and Documentation Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of August 29, 1997 (together with all amendments, supplements and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the terms of the Credit 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 and sufficiency of which are hereby acknowledged, and in order to induce the Lenders and the Issuer to make further Credit Extensions to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender 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 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 the benefit of each Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, 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 anywhere in the world or hereafter adopted or acquired, 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 or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (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 hereto, or for any injury to the goodwill associated with the use of any 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 and corresponding offices in other countries of the world. 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 the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full and in cash of all Secured Obligations and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor, without any representations, warranties or recourse of

any kind whatsoever, 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.

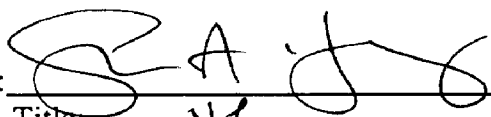
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (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.

SIERRA INTERNATIONAL INC.

By: 
Title: _____

Address: 625 West Columbian Boulevard
1 Sierra Place
Litchfield, Illinois 62056

Fax No.:

Attention: _____

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Title:

Address: One Liberty Plaza
New York, New York 10006

Fax No.: 212-225-5172

Attention: _____

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.

SIERRA INTERNATIONAL INC.

By: _____
Title:

Address: 625 West Columbian Boulevard
1 Sierra Place
Litchfield, Illinois 62056

Fax No.:

Attention: _____

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Title:

Address: One Liberty Plaza
New York, New York 10006

Fax No.: 212-225-5172

Attention: _____

Item A. Trademarks

Registered Trademarks

| <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------|------------------|-------------------------|--------------------------|
| U.S. | Rotoswitch | 1,968,489 | 4/16/1996 |

Pending Trademark Applications

| <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|----------------|------------------|--|--------------------|
| U.S. | Prime Line | 612834 (this number will change when the trademark is approved) | 12/19/94 |

Trademarks Applications in Preparation

| <u>Country</u> | <u>Docket No.</u> | <u>Expected Filing Date</u> | <u>Products Services</u> | <u>Title</u> |
|----------------|-------------------|-----------------------------|--------------------------|--------------|
| None. | | | | |

Item B. Trademark Licenses

| <u>Country or Territory</u> | <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|-----------------------------|------------------|-----------------|-----------------|-----------------------|------------------------|
|-----------------------------|------------------|-----------------|-----------------|-----------------------|------------------------|

None.