FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

REC 09-20-2000 HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Pa 101463370 ached original documents or copy thereof.

1. Name of conveying party(ies):

FLOWSERVE MANAGEMENT COMPANY
222 West Las Colinas Blvd., Suite 1500
Irving, TX 75039-5421

9-12-00

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

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

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A., as Collateral Agent

Internal Address: Agency Management - Los Angeles

Street Address: M/C CA9-706-11-03 555 S. Flower St., 11th Floor

City: Los Angeles State: CA ZIP: 90071

- ❑ Individual(s) citizenship
- ❑ Association
- ❑ General Partnership
- ❑ Limited Partnership
- ☒ Corporation-State CA
- ❑ Other

If assignee is not domiciled in the United States, a domestic represetative designation is attached: ❑ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ❑ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: August 8, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ❑ No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 400 Seventh St., NW, Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 57

7. Total fee (37 CFR 3.41).....$ 1365 00

- ❑ Enclosed
- ❑ 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

09/19/2000 MTHAI1 00000169 1170933
01 FC:481 40.00 OP
02 FC:482 1325.00 OP

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.

Cherylyn Brandt
Name of Person Signing

Signature

August 30, 2000
Date

Total number of pages including cover sheet, attachments, and document: 123

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARKS

A. FLOWSERVE TRADEMARKS

1. U.S. Trademark Registrations

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve FCD Corporation			
Flowserve FCD Corporation			
Flowserve FCD Corporation			
Flowserve FCD Corporation			
Flowserve FCD Corporation			
Flowserve FCD Corporation			
Flowserve FCD Corporation			
Flowserve FCD Corporation			
Flowserve FCD Corporation			
Flowserve FCD Corporation			
Flowserve FCD Corporation			
Anchor Darling [Assigned to Flowserve Management Company]	ADAC	1170933	9/29/2001
Flowserve Management Company	BIG MAX	1149600	3/31/2001
Flowserve Management Company	BW SEALS	1728892	11/3/2002
Flowserve Management Company	*BW/IP (STYLIZED)*	1548874	7/25/2009
Flowserve Management Company	BYRON JACKSON	378463	6/11/2000
Flowserve Management Company	DURCO	295561 432949 417872 418706	7/5/2002 9/28/2007 11/20/2005 1/8/2006
Flowserve Management Company	DURCO-CAST	0774446	8/4/2004
Flowserve Management Company	DURCO-D	743252 743264 743322 761525 761311 761329 761338 761630	1/8/2003 1/8/2003 1/8/2003 12/17/2003 12/10/2003 12/10/2003 12/10/2003 12/17/2003
Flowserve Management Company	DURCOMETER	1245145	--
Flowserve Management Company	DURCON	772193 611024	6/30/2004 8/23/2005
Flowserve Management Company	DURCOPUMP	395550	6/2/2002
Flowserve Management Company	FIVE STAR SEAL & DESIGN	1291851	8/28/2004
Flowserve Management Company	LIFESHIELD	1857472	10/11/2004
Flowserve Management Company	GASPAC	1941730	12/12/2005
Flowserve Management Company	PAC-SEAL	2073563	

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve Management Company	SLEEVELINE	697997	5/24/2000
Flowserve Management Company	T-LINE	912253 892839	6/8/2001 6/16/2000
Flowserve Management Company	*UNITED CENTRIFUGAL*	1644974	5/21/2001
Flowserve Management Company	*WILSON-SNYDER*	551064	11/20/2001
Flowserve Management Company	UPC	2134778	2/3/2008
Innovative Valve Technologies [Assigned to Flowserve Management Company]	PWR.SEAL TECHNOLOGY	2283194	10/5/2009
Innovative Valve Technologies [Assigned to Flowserve Management Company]	INNOVATIVE VALVE TECHNOLOGIES, INC.	2304575	12/28/2009
Innovative Valve Technologies [Assigned to Flowserve Management Company]	INVATEC	2304574	12/28/2009
Flowserve International, Inc.			
Flowserve International, Inc.			
Flowserve International, Inc.			
Flowserve FSD Corporation			
Flowserve FSD Corporation			
Flowserve FSD Corporation			
Flowserve FSD Corporation			
Flowserve FSD Corporation			
Flowserve FSD Corporation			
Flowserve FSD Corporation			
Flowserve FSD Corporation			
Flowserve Corporation			
Flowserve Corporation			
Flowserve Corporaiton			
Flowserve Corporation			
Flowserve Corporation			
The Safe Seal Company, Inc.			
Flowserve RED Corporation	NONE		
BW/IP – New Mexico, Inc.	NONE		
Flowserve International, LLC	NONE		
Durametallic Australia Holding Company	NONE		

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Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement and all references to the Uniform Commercial Code shall mean the Uniform Commercial Code in effect in the State of New York on the date hereof.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Accounts*" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"*Accounts Receivable*" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"*Chattel Paper*" shall mean (a) a writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific Equipment and (b) all other property now or hereafter constituting "chattel paper" under the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions, in each case that are now or hereafter owned by any Grantor.

"*Collateral*" shall mean all (a) Accounts Receivable, (b) Documents, (c) Chattel Paper, (d) Equipment, (e) General Intangibles, (f) Inventory, (g) cash and cash accounts, (h) Investment Property and (i) Proceeds, except any Equipment that is subject to a purchase money lien permitted under the Credit Agreement in favor of any person (other than the Collateral Agent) if the documents relating to such lien do not permit other liens.

"*Commodity Account*" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"*Commodity Contract*" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a

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foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"*Commodity Customer*" shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"*Commodity Intermediary*" shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"*Copyright License*" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"*Copyrights*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"*Credit Agreement*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Documents*" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"*Entitlement Holder*" shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

"*Equipment*" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"*Equity Interest*" shall mean shares of capital stock, partnership interests, membership interests in a limited liability company or beneficial interests in a trust or other equity ownership interests in a person.

"*Financial Asset*" shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as

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a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"*Fixtures*" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"*General Intangibles*" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"*Hedging Agreement*" shall mean any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"*Intellectual Property*" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"*Inventory*" shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"*Investment Property*" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts, Commodity Accounts and Equity Interests of any Grantor, whether now owned or hereafter acquired by any Grantor.

"*License*" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit (whether through automatic termination, the requirement of consent or otherwise) assignment or a grant of a security interest by such Grantor as licensee thereunder).

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"*Obligations*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Patent License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"*Patents*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to exclude others from making, using and/or selling the inventions disclosed or claimed therein.

"*Perfection Certificate*" shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of or legal counsel for the Borrower.

"*Proceeds*" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include , (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"*Secured Parties*" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Banks, (e) each counterparty to a Hedging Agreement entered into with the Borrower if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document, (g) in respect of the ABN Standby Credit, ABN Amro Bank N.V. and its Affiliates, (h) in respect of the Fifth Third Letters of Credit, Fifth Third Bancorp and its subsidiaries and (i) the successors and assigns of each of the foregoing.

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"*Securities*" shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c) (i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code, *provided* that "Securities" shall not include more than 65% of the voting equity interests of any non-United States issuer.

"*Securities Account*" shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"*Securities Intermediary*" shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains Securities Accounts for others and is acting in that capacity.

"*Security Entitlements*" shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"*Security Interest*" shall have the meaning assigned to such term in Section 2.01.

"*Trademark License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"*Trademarks*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications (but excluding any United States intent-to-use applications prior to the filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith to the extent a valid security interest may not be taken in such an intent-to-use application under applicable law) in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation*. The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, and any extensions, renewals, modifications or refinancings of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all

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Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or with respect to the filing of amendments or new filings to reflect the change of any Grantor's name, location, identity or corporate structure.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications (other than any United States intent-to-use applications prior to the filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith) are pending) and United Sates registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest*. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens*. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or

similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business*. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. *Periodic Certification*. Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.04 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer of or legal counsel for the Borrower (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor material to the conduct of any

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Grantor's business in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. *Protection of Security*. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. *Further Assurances*. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. *Inspection and Verification*. The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.16).

SECTION 4.06. *Taxes; Encumbrances*. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to

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Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. *Assignment of Security Interest*. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors*. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. *Use and Disposition of Collateral*. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement; *provided, however*, that nothing herein shall be construed to prohibit the Grantors from granting or receiving any licenses or sub-licenses of Intellectual Property. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.10. *Limitation on Modification of Accounts*. None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits,

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discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.02 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, and it will exercise its reasonable best efforts to ensure that its licensees will not, do any act, or omit to do any act, whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark that is material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a Copyright that is material to the conduct of any Grantor's business, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any materially adverse

determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

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ARTICLE VI

Remedies

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, exercise any Grantor's right to bill and receive payment for completed work and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or

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cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds*. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making

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the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property*. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices*. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it in care of the Borrower.

SECTION 7.02. *Security Interest Absolute*. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement (other than the indefeasible payment in full of all the Obligations and termination of all commitments of the Lenders and the Issuing Banks).

SECTION 7.03. *Survival of Agreement*. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such

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Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or

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on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Banks, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and Grantor with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions

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the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings*. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process*. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Banks or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affected the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. *Termination*. This Agreement and the Security Interest shall terminate when all the Obligations (other than wholly contingent indemnification obligations) then due and owing have been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Banks have no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Grantor shall automatically be

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released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released without further action in the event that all of the Equity Interests of such Grantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; *provided* that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(b) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any person that is not a Grantor, or, upon the effectiveness of any written consent to the release of the security granted hereby in any Collateral pursuant to Section 9.08(b) of the Credit Agreement, the security interest in such Collateral shall be automatically released.

SECTION 7.15. *Additional Grantors*. Upon execution and delivery by the Collateral Agent and a Domestic Subsidiary of an instrument in the form of Annex 2 hereto, such Domestic Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FLOWSERVE CORPORATION,

by: _____
Name: John M. Nanos
Title: Assistant Secretary

FLOWSERVE RED CORPORATION,

by: _____
Name: John M. Nanos
Title: Vice President

FLOWSERVE FSD CORPORATION,

by: _____
Name: John M. Nanos
Title: Vice President

[NYCORP;1114174.1]

FLOWSERVE FCD CORPORATION,

by: _____
Name: John M. Nanos
Title: Vice President

FLOWSERVE INTERNATIONAL, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

FLOWSERVE MANAGEMENT COMPANY,

by: _____
Name: John M. Nanos
Title: Vice President

BW/IP-NEW MEXICO, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

FLOWSERVE INTERNATIONAL, LLC,

by: _____
Name: John M. Nanos
Title: Vice President

DURAMETALLIC AUSTRALIA HOLDING COMPANY,

by: _____
Name: John M. Nanos
Title: Vice President

INNOVATIVE VALVE TECHNOLOGIES, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

PLANT MAINTENANCE, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

VARCO VALVE, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

COLONIAL EQUIPMENT & SERVICE CO., INC.,

by: _____
Name: John M. Nanos
Title: Vice President

CECORP, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

DIVT ACQUISITION-DELAWARE, LLC,

by: _____
Name: John M. Nanos
Title: Vice President

DIVT SUBSIDIARY, LLC,

by: _____
Name: John M. Nanos
Title: Vice President

SOUTHERN VALVE SERVICE, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

L.T. KOPPL INDUSTRIES, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

KOPPL COMPANY,

by: _____
Name: John M. Nanos
Title: Vice President

[NYCORP;1114174.1]

KOPPL INDUSTRIAL SYSTEMS, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

HARLEY INDUSTRIES, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

KOPPL COMPANY OF ARIZONA,

by: _____
Name: John M. Nanos
Title: Vice President

SEELEY & JONES, INCORPORATED,

by: _____
Name: John M. Nanos
Title: Vice President

GSV, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

IPSCO-FLORIDA, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

INTERNATIONAL PIPING SERVICES COMPANY,

by: _____
Name: John M. Nanos
Title: Vice President

CYPRESS INDUSTRIES, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

DALCO, LLC,

by: _____
Name: John M. Nanos
Title: Vice President

PLANT SPECIALTIES, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

ENERGY MAINTENANCE, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

PREVENTIVE MAINTENANCE, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

PRODUCTION MACHINE INCORPORATED,

by: _____
Name: John M. Nanos
Title: Vice President

ICE LIQUIDATING, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

VALVE REPAIR OF SOUTH CAROLINA, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

THE SAFE SEAL COMPANY., INC.,

by: _____
Name: John M. Nanos
Title: Vice President

FLICKINGER-BENICIA INC.,

by: _____
Name: John M. Nanos
Title: Vice President

[NYCORP;1114174.1]

PUGET INVESTMENTS, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

STEAM SUPPLY & RUBBER CO., INC.,

by: _____
Name: John M. Nanos
Title: Vice President

FLICKINGER COMPANY,

by: _____
Name: John M. Nanos
Title: Vice President

BOYDEN INC.,

by: _____
Name: John M. Nanos
Title: Vice President

VALVE ACTUATION & REPAIR CO.,

by: _____
Name: John M. Nanos
Title: Vice President

INGERSOLL-DRESSER PUMP COMPANY,

by: _____
Name: John M. Nanos
Title: Vice President

IDP ALTERNATE ENERGY COMPANY,

by: _____
Name: John M. Nanos
Title: Vice President

ENERGY HYDRO, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

PUMP INVESTMENTS, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

FLOWSERVE HOLDINGS, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

IPSCO HOLDING, INC.,

by: _____
Name: John M. Nanos
Title: Vice President

BANK OF AMERICA, N.A., as Collateral Agent,

by: _____
Name:
Title:

IDP ALTERNATE ENERGY COMPANY,

by:_____
Name:
Title:

ENERGY HYDRO, INC.,

by:_____
Name:
Title:

PUMP INVESTMENTS, INC.,

by:_____
Name:
Title:

FLOWSERVE HOLDINGS, INC.,

by:_____
Name:
Title:

IPSCO HOLDING, INC.,

by:_____
Name:
Title:

BANK OF AMERICA, N.A., as Collateral Agent,

by:_____
Name:
Title: THERESE FONTAINE
Managing Director

[NYCORP;1114174.1]

SCHEDULE I TO THE SECURITY AGREEMENT

GUARANTORS

A. Flowserve

SUBSIDIARY	JURISDICTION OF INCORPORATION
Flowserve RED Corporation	Delaware
Flowserve FSD Corporation	
Flowserve FCD Corporation	
Flowserve International, Inc.	
Flowserve Management Company (DE Business Trust)	
BW/IP-New Mexico, Inc.	
Flowserve International, LLC	
Flowserve Holdings, Inc.	
Durametallic Australia Holding Company	Michigan

B. Invatec

SUBSIDIARY	JURISDICTION OF INCORPORATION
Innovative Valve Technologies, Inc.	Delaware
Plant Maintenance, Inc.	
Varco Valve, Inc.	
Colonial Equipment & Service Co., Inc.	
CECORP, Inc.	
DIVT Acquisition-Delaware, LLC	
DIVT Subsidiary, LLC	
IPSCO Holding, Inc.	
Southern Valve Service, Inc.	Alabama
L.T. Koppl Industries, Inc.	California
Koppl Company	
Koppl Industrial Systems, Inc.	
Harley Industries, Inc.	
Koppl Company of Arizona	Arizona
Seeley & Jones, Incorporated	Connecticut
GSV, Inc.	Florida
IPSCO-Florida, Inc.	
International Piping Services Company	Illinois
Cypress Industries, Inc.	

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SUBSIDIARY	JURISDICTION OF INCORPORATION
DALCO, LLC	Kentucky
Plant Specialties, Inc.	Louisiana
Energy Maintenance, Inc.	Missouri
Preventive Maintenance, Inc.	North Carolina
Production Machine Incorporated	Oklahoma
ICE Liquidating, Inc.	Pennsylvania
Valve Repair of South Carolina, Inc.	South Carolina
The Safe Seal Company, Inc.	Texas
Flickinger-Benicia Inc.	Washington
Puget Investments, Inc.	
Steam Supply & Rubber Co., Inc.	
Flickinger Company	
Boyden Inc.	West Virginia
Valve Actuation & Repair Co.	

C. IDP

SUBSIDIARY	JURISDICTION OF INCORPORATION
Ingersoll-Dresser Pump Company (DE Partnership)	Delaware
IDP Alternate Energy Company	
Energy Hydro, Inc.	
Pump Investments, Inc.	

SCHEDULE II TO THE SECURITY AGREEMENT

COPYRIGHTS

A. FLOWSERVE

1. U.S. Copyright Registrations

NONE

2. Pending U.S. Copyright Applications for Registration

NONE

3. Non-U.S. Copyright Registrations

NONE

4 Non-U.S. Pending Copyright Applications for Registrations

NONE

B. INVATEC

1. U.S. Copyright Registrations

NONE

2. Pending U.S. Copyright Applications for Registration

NONE

3. Non-U.S. Copyright Registrations

NONE

4 Non-U.S. Pending Copyright Applications for Registrations

NONE

C. IDP

1. U.S. Copyright Registrations

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

GUARANTOR	TITLE	REGISTRATION NUMBER	REGISTRATION DATE
Ingersoll Dresser Pump Company	CAMERON HYDRAULIC DATA BOOK		
IDP Alternate Energy Company	NONE		
Energy Hydro, Inc.	NONE		
Pump Investments, Inc.	NONE		

2. Pending U.S. Copyright Applications for Registration

NONE

3. Non-U.S. Copyright Registrations

NONE

4 Non-U.S. Pending Copyright Applications for Registrations

NONE

SCHEDULE III TO THE SECURITY AGREEMENT

LICENSES

PART I

A. LICENSES / SUBLICENSES OF FLOWSERVE GRANTORS

1. Copyrights

None

2. Patents

FLOWSERVE INTERNATIONAL, INC.

Licensee Name	Date of License/Sublicense	Title of U.S. Patent	Application Date Filed/Issue Date	Application/Patent Number
Mitsubishi Heavy Industries	9/24/87	Not Specified		
United Pumps of Canada, Ltd.	8/13/91	"		
BW Mechanical Seals (S.E.A.) PTE, Ltd.	1/1/93	"		
BW/IP de Venezuela S.A.	Undated	"		
BW/IP International B.V. (Netherlands)	1/1/93	"		
BW/IP International, Ltd.	1/1/93	"		
EMCO Fluid Systems, Inc.	8/1/87	"		
Borg Warner Australia Ltd.	1/1/81	"		

FLOWSERVE FSD CORPORATION

Licensee Name	Date of License/Sublicense	Title of Non-U.S. Patent	Country	Application Date Filed/Issue Date	Application/Patent Number
Arabian Seals Company Limited	12/18/91	Self-Cooled Seal			
		Bellows Seal Face			

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Licensee Name	Date of License/Sublicense	Title of Non-U.S. Patent	Country	Application Date Filed/Issue Date	Application/Patent Number
		Arrangement			
		Bellows Seal Tapered Seat			
		HSB Dura Seal			
		Integral Pumping Device (XRO/RA)			
		Seal Arrangement for Mill Roll			
		Coolant Circulation Tube			
		Bearing Guard			
Korea Seal Master Co. Ltd.	1/8/90	Dry Running Seal			
		Split Mixer Seal			
		Split Pump Seal			
		Bearing Guard			
		High Performance			
		Split Seal			
		Dry Running Seal			
Durametallic India Ltd.	11/24/75	Not Specified			
Petech/Durametallic (New Zealand) Ltd.	6/30/89	Petch Split Seal	New Zealand		
Petech/Durametallic (Australia) Pty Ltd.	6/30/89	Thermal Bushing	Australia		
		Integral Pumping Feature	Australia		
		Magnetic Seal	Australia	1989	4,795,168
Durametallic Asia Pte. Ltd.	9/1/83	Mechanical Seal	Malaysia		MY-104440A

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3. Trademarks

FLOWSERVE INTERNATIONAL, INC.

Licensee Name	Date of License/Sublicense	Title of U.S. Trademark	Application Date Filed/Registration Date	Application/ Registration Number
Mitsubishi Heavy Industries	9/24/87	Not Specified		
PT BW Mechanical Seals Indonesia	12/1/93	"		
BW Mechanical Seals (S.E.A.) PTE, Ltd.	1/1/93	"		
BW/IP de Venezuela S.A.	Undated	"		
BW/IP International B.V.	1/1/93	"		
BW/IP International, Ltd.	1/1/93	"		
EMCO Fluid Systems, Inc.	8/1/87	"		
Borg Warner Australia Ltd.	1/1/81			

FLOWSERVE FSD CORPORATION

Licensee Name and Address	Date of License/Sublicense	Title of Non-U.S. Trademark	Country	Application Date Filed/ Registration Date	Application/ Registration Number
Arabian Seals Company Limited	12/18/91	Not Specified			
Korea Seal Master Co. Ltd.	1/8/90	"			
Petech/Durametallic (New Zealand) Ltd.	6/30/89	Dura Seal	New Zealand	1980	RN B131581
		Durametallic	New Zealand		
		Durafite	New Zealand		
Petech/Durametallic (Australia) Pty Ltd.	6/30/89	Dura Seal	Australia	1961	RN A166362
		Durametallic	Australia	1974	RN A208222
		Dura Lapper	Australia		
		Durafite	Australia		
Durametallic Asia Pte. Ltd.	9/1/83	BW Seals	Singapore	B4733/92	6/24/1992
		BW/IP (Stylized)	Singapore	B4732/92	6/24/1992
		Durametallic	Singapore	RN 61098	1974
		Dura Seal	Singapore	RN 61099	1974
		Flowserve	Singapore	T97/15408H	6/20/1997
		Automax	Singapore	S/9706/93	12/8/1993
		Byron Jackson	Malaysia	M/B73923	1/6/1977
		Byron Jackson	Malaysia	M/B73924	1/6/1997
		Durametallic	Malayasia	RN M/093116	1981
		BW/IP (Stylized)	Indonesia	280410	10/2/1992

Licensee Name and Address	Date of License/Sublicense	Title of Non-U.S. Trademark	Country	Application Date Filed/ Registration Date	Application/ Registration Number
		Byron Jackson	Indonesia	403517	11/6/1997
		Durametallic	Indonesia	RN 116961	1997
		Dura Seal	Indonesia	RN 120468	1977
		Flowserve	Indonesia	432025	2/10/1998
		Flowserve	Indonesia	432026	2/10/1998
		BW/IP (Stylized)	Thailand	44725	8/2/1995
		Byron Jackson	Thailand	55986	1/14/1977
		Durametallic	Thailand	RN 86654	1981
		Dura Seal	Thailand	RN 77295	1981
		United	Thailand	RN TM42107	1995
		BW Seals	Philippines	58015	5/12/1994
		BW/IP (Stylized)	Philippines	55437	6/21/1993
		Byron Jackson	Philippines	35460	3/5/1986
		Durametallic	Philippines	RN 22830	1976
		Dura Seal	Philippines	RN 23124	1976
Durametallic Europe N.V.	9/1/89	Not Specified			
Durametallic GmbH (Germany)	1/1/90	Durafite	Germany	RN 893562	1970

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B. LICENSES / SUBLICENSES OF INVATEC GRANTORS

1. Copyrights

None

2. Patents

None

3. Trademarks

None

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C. LICENSES / SUBLICENSES OF IDP GRANTORS

1. Copyrights

None

2. Patents

None

3. Trademarks

None

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PART 2

A. LICENSES / SUBLICENSES OF FLOWSERVE GRANTORS AS LICENSEE ON DATE HEREOF

1. Copyrights

None

2. Patents

FLOWSERVE INTERNATIONAL, INC.

Licensor Name	Date of License/Sublicense	Title of U.S. Patent	Application Date Filed/Issue Date	Application/Patent Number
Technip and Snamprogetti S.p.A.	9/13/95	Not Specified		
BW Mechanical Seals	1/1/91	"		
Ebara Corporation	11/9/92	"		

3. Trademarks

FLOWSERVE INTERNATIONAL, INC.

Licensor Name	Date of License/Sublicense	Title of U.S. Trademark	Application Date Filed/Registration Date	Application/ Registration Number
BW/Abahsain Seal Company, Ltd.	Undated	Not Specified		
BW Mechanical Seals	1/1/91	"		
Ebara Corporation	11/9/92	"		

B. LICENSES / SUBLICENSES OF INVATEC GRANTORS AS LICENSEE ON DATE HEREOF

1. Copyrights

None

2. Patents

None

3. Trademarks

None

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B. LICENSES / SUBLICENSES OF IDP GRANTORS AS LICENSEE ON DATE HEREOF

1. Copyrights

None

2. Patents

None

3. Trademarks

None

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SCHEDULE IV TO THE SECURITY AGREEMENT

PATENTS

A. FLOWSERVE PATENTS

1. U.S. Patent Registrations

GRANTOR	PATENT NAME	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	HALL EFFECT MONITORING OF BEARINGS SUPPORTING A ROTOR WITHIN A STATIONARY HOUSING	5336996	8/9/1994
Flowserve Management Company	METHOD FOR INDUCTION MELTING REACTIVE METALS AND ALLOYS (2 RE-EXAMS OF U.S. PATENT NO. 4,738,713)	4738713	1/4/1994
Flowserve Management Company	METHOD FOR INDUCTION MELTING REACTIVE METALS AND ALLOYS	4738713	4/19/1988
Flowserve Management Company	POLYMERIC FLUOROCARBON ROTOMOLDING/ROTOLINING COMPOSITION	4312961	1/26/1982
Flowserve Management Company	METHOD OF JOINING MATERIALS BY MECHANICAL INTERLOCK AND ARTICLE	4560607	12/24/1985
Flowserve Management Company	ADJUSTABLE BALL VALVE	5746417	5/5/1998
Flowserve Management Company	PLUG VALVE ASSEMBLY	4055324	10/25/1977
Flowserve Management Company	HIGH PERFORMANCE BUTTERFLY VALVE	6029949	2/29/2000
Flowserve Management Company	FIRE RESISTANT SEAL FOR FLOW CONTROL VALVE	4373543	2/15/1983
Flowserve Management Company	PLUG VALVE	4711264	12/8/1987
Flowserve Management Company	LINED CORROSION RESISTANT PUMP	4722664	2/2/1988
Flowserve Management Company	SEAL CHAMBER SPLASH GUARD	5807086	9/15/1998
Flowserve Management Company	HEAT TREATMENT OF CAST ALPHA / BETA METALS AND METAL ALLOYS AND CAST ARTICLES WHICH HAVE BEEN SO TREATED	5900083	5/4/1999

GRANTOR	PATENT NAME	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	METHOD OF APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER	5062439 5052427	11/5/1991 10/1/1991
Flowserve Management Company	METHOD OF APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER (Reissue of U.S. 5052427)	RE35116	10/1/1991
Flowserve Management Company	FRICTION WELDING APPARATUS	5558265 5735447	9/24/1996 4/7/1998
Flowserve Management Company	MECHANICAL SEAL WITH IMPROVED FACE RING MOUNTING.	4,261,581	1981
Flowserve Management Company	CABLE GUIDE FOR A TUBULAR ANODE	4,268,371	1981
Flowserve Management Company	THRUST BEARING ARRANGEMENT	4363608	1982
Flowserve Management Company	TAPERED SEAL SEAT BETWEEN STATIONARY INSERT AND GLAND	4,364,571	1982
Flowserve Management Company	BACK-UP MECHANICAL SEAL	189746	1983
Flowserve Management Company	MECHANICAL SEALS FOR USE WITH SLURRY PUMPS	4418919 (RE32646)	Issued 1983 (RE1988)
Flowserve Management Company	IMPROVED MECHANICAL SEAL	4,418,921	1983
Flowserve Management Company	IMPROVED MECHANICAL SEAL ASSEMBLY	4426092	1984
Flowserve Management Company	MECHANICAL SEAL ASSEMBLY	4448428	1984
Flowserve Management Company	VACUUM BREAKER VALVE WITH INTERNALLY BALANCED DISC.	4502503	1985
Flowserve Management Company	PUMP-MECHANICAL SEAL CONSTRUCTION WITH AXIAL ADJUSTMENT MEANS	4509773	1985
Flowserve Management Company	MECHANICAL SEAL WITH CYLINDRICAL BALANCE SLEEVE	4511149	1985

GRANTOR	PATENT NAME	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	HYDRAULIC PROXIMITY PROBE	4,523,451	1985
Flowserve Management Company	SHAFT SEAL	4,538,820	1985
Flowserve Management Company	MECHANICAL SEAL ASSEMBLY WITH COOLANT CIRCULATION STRUCTURE	4,560,173	1985
Flowserve Management Company	DOUBLE DISC GATE VALVE	4,573,660	1986
Flowserve Management Company	IMPROVED MECHANICAL SEAL	4586719	1986
Flowserve Management Company	PUMP IMPROVEMENT	4,621,981	1986
Flowserve Management Company	ADJUSTABLE STATOR MECHANISM FOR HIGH PRESSURE RADIAL TURBINES AND THE LIKE	4,629,396	1986
Flowserve Management Company	MECHANICAL SEAL WITH AUTOMATIC GAP CONVERGENCE CONTROL	4,643,437	1987
Flowserve Management Company	IMPROVED MECHANICAL SEAL FOR PUMPS AND METHOD OF FABRICATING SAME	4,653,980	1987
Flowserve Management Company	HYDROSTATIC BEARING FOR PUMPS AND THE LIKE	4684318	1987
Flowserve Management Company	PUMP CONSTRUCTION	4688990	1987
Flowserve Management Company	ADAPTIVE CONTROL SYSTEM FOR MECHANICAL SEAL ASSEMBLY	4,691,276	1987
Flowserve Management Company	ISOSTATIC MOLDING AND BONDING	4,701,291	1987
Flowserve Management Company	IMPROVER MECHANICAL SEAL FOR PUMPS	4,703,939	1987
Flowserve Management Company	PLUG VALVE	4,711,264	1987
Flowserve Management Company	MECHANICAL SEAL ASSEMBLY WITH COOLANT CIRCULATION TUBE	4,721,311	1988

GRANTOR	PATENT NAME	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	FLUID FLOW CONTROL MEANS FOR PUMPS AND THE LIKE	4,721,435	1988
Flowserve Management Company	FACE SEAL WITH AUTOMATIC FACE CONVERGENCE MEANS	4722534	1988
Flowserve Management Company	BEARING PROTECTOR	4,743,034	1988
Flowserve Management Company	BELLOWS MECHANICAL SEAL WITH INACTIVE DIAPHRAGMS	4,744,569	1988
Flowserve Management Company	LOW NOISE PLUG VALVE	4,774,984	1988
Flowserve Management Company	PUMP WITH HEAT EXCHANGER	4,775,293	1988
Flowserve Management Company	MAGNETIC SEAL ASSEMBLY	4,795,168	1989
Flowserve Management Company	MECHANICAL SEAL LUBRICATION IMPROVEMENT	4,804,194	1989
Flowserve Management Company	PUMP HOUSING, MOULD PARTS OF A MOULD WALL FOR A PUMP HOUSING AND METHOD OF MANUFACTURING A PUMP HOUSING	4,869,643	
Flowserve Management Company	BELLOWS SEAL WITH VIBRATION DAMPER	4,890,851	1990
Flowserve Management Company	BEARING PROTECTOR WITH SLINGER RING	4,890,941	1990
Flowserve Management Company	CROSS-FLOW TRAP	4,923,487	1990
Flowserve Management Company	PUMP WITH HEAT EXCHANGER	4,932,836	1990
Flowserve Management Company	LIGHTWEIGHT HYDROGEL-BOUND AGGREGATESHAPES AND PROCESS FOR PRODUCING SAME	4,963,515	1990
Flowserve Management Company	FLUID HANDLING APPARATUS WITH SHAFT SLEEVE AND EXTENSION	4,964,646	1990
Flowserve Management Company	MULTI-ELEMENT, BI-DIRECTIONAL VALVE SEAT	4,968,001	1990

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GRANTOR	PATENT NAME	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	FILTER LEAF	4,968,423	1990
Flowserve Management Company	MECHANICAL SEAL ASSEMBLY	4,971,337	1990
Flowserve Management Company	REDUCTION OF TRANSIENT THERMAL STRESSES IN MACHINE COMPONENTS	4,997,341	1991
Flowserve Management Company	HOUSING SEAL CHAMBER BODY	5,035,436	
Flowserve Management Company	PUMP HOUSING, MOULD PARTS OF A MOULD WALL FOR A PUMP HOUSING AND METHOD OF MANUFACTURING A PUMP HOUSING	5,035,574	1991
Flowserve Management Company	REDUCTION OF TRANSIENT THERMAL STRESSES IN MACHINE COMPONENTS	5,072,608	1991
Flowserve Management Company	MECHANICAL SEAL	5,076,589	1991
Flowserve Management Company	PUMP WITH SEAL PURGE HEATER	5,143,515	1992
Flowserve Management Company	PRESSURE RECOVERY SEAL	5,193,974	1993
Flowserve Management Company	HEAT EXCHANGER THERMAL SHIELD WITH FLOW GUIDE	5,246,337	1993
Flowserve Management Company	BEARING PROTECTION DEVICE	5,290,047	1994
Flowserve Management Company	SEMI-CARTRIDGE SEAL	5,294,132	1994
Flowserve Management Company	METHOD FOR CONSTRUCTING A PUMPING INSTALLATION	5,304,034	1994
Flowserve Management Company	MULTI-STAGE CENTRIFUGAL PUMP	5,340,272	1994
Flowserve Management Company	NON-CANTACTING FACE SEAL	5,370,403	1994
Flowserve Management Company	BALL VALVE COUPLING	5,386,967	1995

GRANTOR	PATENT NAME	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	FLUID FILM SEAL	5,388,843	1995
Flowserve Management Company	PUMP WITH MEDIUM TIGHT SHELL AND VENTING MEANS	5,435,701	1995
Flowserve Management Company	PUMP WITH MEDIUM TIGHT SHELL AND VENTING MEANS	2,274,683	
Flowserve Management Company	IMPROVED EFFICIENCY MULTI-STAGE PUMP	5,445,494	1995
Flowserve Management Company	SHAFT ALIGNMENT DEVICE	5,479,718	1996
Flowserve Management Company	SECONDARY GAS/LIQUID MECHANICAL SEAL ASSEMBLY	5,487,550	1996
Flowserve Management Company	DOUBLE GAS BARRIER SEAL	5,498,007	1996
Flowserve Management Company	FACE SEAL WITH ANGLED GROOVES	5,531,458	1996
Flowserve Management Company	NON-CONTACTING SEAL WITH CENTERING SPRING MOUNTED IN DOVETAILED GROOVED	5,533,739	1996
Flowserve Management Company	FACE RING RETAINER ARRANGEMENT FOR MECHANICAL SEAL	5,551,708	1996
Flowserve Management Company	ENCLOSURE FOR BRITTLE MECHANICAL SEAL FACE MATERIALS	5,556,110	1996
Flowserve Management Company	FACE SEAL WITH ANGLED GROOVES AND SHALLOW ANNULAR GROOVE	5,556,111	1996
Flowserve Management Company	MECHANICAL SEAL WITH SPRING DRIVE	5, 558,342	1996
Flowserve Management Company	MECHANICAL SEAL WITH SPRING DRIVE	2,305,982	
Flowserve Management Company	SECONDARY SEAL FOR NON-CONTACTING FACE SEAL ASSEMBLY	5,560,622	1996
Flowserve Management Company	BACK UP SEAL FOR SEALING BETWEEN A SHAFT AND HOUSING	5,562,294	1996

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GRANTOR	PATENT NAME	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	PUMP BOX WITH REPLACABLE EROSION PROTECTOR	5,630,699	1997
Flowserve Management Company	VALVE TRIM	5,732,738	1998
Flowserve Management Company	GUIDED GATE VALVE	5,704,594	1998
Flowserve Management Company	DIAMETRIC PLANE SPLIT MECHANICAL FACE SEAL	5,716,054	1998
Flowserve Management Company	FACE SEAL WITH ANGLED GROOVES AND SHALLOW ANNULAR GROOVE	5,702,110	1997
Flowserve Management Company	MECHANICAL SEAL WITH CONTROLLER FOR REGULATING FACE CONTACT PRESSURE	5,762,342	1998
Flowserve Management Company	SPIRAL GROOVE FACE SEAL	5,722,665	1998
Flowserve Management Company	MECHANICAL SEAL FOR WATER PUMP OF HEAVY DUTY VEHICLE	5,797,602	1998
Flowserve Management Company	GREASE SEAL	5,803,463	1998
Flowserve Management Company	GUIDED GATE VALVE	5,820,106	1998
Flowserve Management Company	METHOD FOR FORMING A WAVY FACE RING	5,833,518	1998
Flowserve Management Company	GUIDED GATE VALVE	5,836,569	1998
Flowserve Management Company	HEAT EXCHANGER BAFFLE DESIGN	5,845,704	1999
Flowserve Management Company	DOUBLE GAS SEAL WITH BELLOWS SUPPORTED BY BACKING AND SUPPORT RINGS	5,924,697	1999
Flowserve Management Company	DOUBLE GAS SEAL HAVING AN IMPROVED BELLOWS ARRANGEMENT	5,941,531	1999
Flowserve Management Company	WAVY FACE RING	5,947,481	1999

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GRANTOR	PATENT NAME	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	SPLIT MECHANICAL FACE SEAL AND METHOD OF ASSEMBLY THEREOF	5,961,122	1999
Flowserve Management Company	HYBRID FLOATING BRUSH SEAL	5,997,004	1999
Flowserve FCD Corporation	VALVE POSITIONER HAVING ADJUSTABLE GAIN	5345856	9/13/1994
Flowserve FCD Corporation	LOCKOUT MODULES	5116018 5236172	5/26/1992 8/17/1993
Flowserve FCD Corporation	FLUID VALVES	5566923 5386967	10/22/1996 2/7/1995
Flowserve FCD Corporation	INNER-LOOP VALVE SPOOL POSITIONING CONTROL APPARATUS	5884894	3/23/1999
Flowserve FCD Corporation	UNITARY FLUID FLOW PRODUCTION AND CONTROL SYSTEM	5307288	4/26/1994
Flowserve FCD Corporation	INTEGRATED PROCESS CONTROL VALVE	5251148	10/5/1993
Flowserve FCD Corporation	PNUMATIC VALVE POSITIONER WITH ADJUSTABLE GAIN	5974945	11/2/1999
Flowserve FCD Corporation	FLUID PRESSURE MODULATOR	5282489	2/1/1994
Flowserve FCD Corporation	ANTI-CAVITATION LOW-NOISE CONTROL VALVE CAGE TRIM FOR HIGH PRESSURE REDUCING SERVICE IN LIQUID OR GASEOUS FLOW	4567915	2/4/1986
Flowserve RED Corporation	NONE		
Flowserve FSD Corporation	NONE		
Flowserve International, Inc.	NONE		
BW/IP – New Mexico, Inc.	NONE		
Flowserve International, LLC	NONE		
Durametallic Australia Holding Company	NONE		
Flowserve Finance B.V.	NONE		
Flowserve International Limited	NONE		

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A. FLOWSERVE PATENTS

2. U.S. Patent Applications

GRANTOR	PATENT NAME	PATENT APPLICATION NUMBER	FILING DATE
Flowserve Management Company	SHAFT GUARD	Pending	--
Flowserve Management Company	HERMATICALLY SEALED PUMP WITH NON-WETTED MOTOR	Pending	--
Flowserve Management Company	PUMP ASSEMBLY INCLUDING INTEGRATED ADAPTER	Pending	--
Flowserve RED Corporation	NONE		
Flowserve FSD Corporation	NONE		
Flowserve International, Inc.	NONE		
BW/IP – New Mexico, Inc.	NONE		
Flowserve International, LLC	NONE		
Durametallic Australia Holding Company	NONE		
Flowserve Finance B.V.	NONE		
Flowserve International Limited	NONE		

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A. FLOWSERVE PATENTS

3. Non-U.S. Patent Registrations

GRANTOR	PATENT NAME	COUNTRY	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	METHOD FOR INDUCTION MELTING REACTIVE METALS AND ALLOYS	Australia Canada Japan	608785 1329990 2128541	4/18/1991 6/7/1994 4/25/1997
Flowserve Management Company	PTFE LINED BEARING GUIDE	Canada	1185306	4/9/1985
Flowserve Management Company	METHOD OF APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER	Australia	659607	6/14/1995
Flowserve Management Company	MECHANICAL SEAL WITH IMPROVED FACE RING MOUNTING.	Canada	1,150,744	
Flowserve Management Company	CABLE GUIDE FOR A TUBULAR ANODE	Canada	1,151,592	
Flowserve Management Company	THRUST BEARING ARRANGEMENT	Australia Canada France Germany Holland Japan Switzerland UK	542077 1,177,511 82/06671 DE3212985 189.424 1,545,335 660,063 2,097,069	
Flowserve Management Company	BACK-UP MECHANICAL SEAL	Canada Jap	1629982	
Flowserve Management Company	MECHANICAL SEALS FOR USE WITH SLURRY PUMPS	Australia Australia Canada Chile European (FR, GB, DE & NL) Finland Finland Finland Finland Japan Japan Japan South Africa Spain Spain	59595 571185 1,245,684 4334.411 0 120 158 75,910 78,540 79,174 78,539 1667198 1634296 1736046 83/6670 527.055 529.137	

GRANTOR	PATENT NAME	COUNTRY	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	IMPROVED MECHANICAL SEAL	Canada	1,193,629	
Flowserve Management Company	IMPROVED MECHANICAL SEAL ASSEMBLY	Canada European (FR, DE, NL & GB) Japan	1179700 0079116 1937277	
Flowserve Management Company	MECHANICAL SEAL ASSEMBLY	Canada European (FR, DE, GB, IT & SE) Japan	1,214,479 0 086 561 1751474	
Flowserve Management Company	PUMP-MECHANICAL SEAL CONSTRUCTION WITH AXIAL ADJUSTMENT MEANS	Australian Canada Chile European (FR, IT, NL, GB, & DE) Finland Japan South Africa Spain	571306 1,262,741 35,365 0 164 177 79,897 1,858,616 85/0651 540.004	
Flowserve Management Company	MECHANICAL SEAL WITH CYLINDRICAL BALANCE SLEEVE	Canada South Korea Spain	1,244,848 52236 536.339	
Flowserve Management Company	HYDRAULIC PROXIMITY PROBE	Australia Canada	574,394 1212439	
Flowserve Management Company	SHAFT SEAL	Canada	1,244,849	
Flowserve Management Company	MECHANICAL SEAL ASSEMBLY WITH COOLANT CIRCULATION STRUCTURE	Australia Canada India Mexico South Korea Venezuela	577,241 1,266,689 164,831 163,522 29998 47.826	
Flowserve Management Company	MECHANICAL SEAL ASSEMBLY WITH INTEGRAL PUMPING DEVICE	Canada	1,181,779	

GRANTOR	PATENT NAME	COUNTRY	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	IMPROVED MECHANICAL SEAL	Argentina Australia Australia Canada Canada European- (FR, NL, CH, GB & DE) European- (FR, NL, CH, GB & DE) Japan South Korea Spain Spain	233.760 566210 574828 1,245,685 1,257,308 0 134 068 0 177 161 818323 48362 532.612 543.022	
Flowserve Management Company	PUMP IMPROVEMENT	Germany Japan	DE3337839 Japan	
Flowserve Management Company	ADJUSTABLE STATOR MECHANISM FOR HIGH PRESSURE RADIAL TURBINES AND THE LIKE	Australia Canada European (FR, NL, CH, GB & DE)	575434 1,209,049 0179 580	
Flowserve Management Company	MECHANICAL SEAL WITH AUTOMATIC GAP CONVERGENCE CONTROL	UK Germany Japan		
Flowserve Management Company	CARTRIDGE TYPE ROTARY SHORT SEAL WITH BEARING AND BELLOWS	Canada	1,219,887	
Flowserve Management Company	IMPROVED MECHANICAL SEAL FOR PUMPS AND METHOD OF FABRICATING SAME	Australia Canada European (FR, IT, NL, GB & DE) Japan Venezuela	589205 1,325,648 0 213 888 162197 48,575	
Flowserve Management Company	HYDROSTATIC BEARING FOR PUMPS AND THE LIKE	Canada European (FR, NL, SE, CH, GB & DE)	1245508 0163434	
Flowserve Management Company	PUMP CONSTRUCTION	Canada Italy Spain	1235606 1175589 535.437	

GRANTOR	PATENT NAME	COUNTRY	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	ADAPTIVE CONTROL SYSTEM FOR MECHANICAL SEAL ASSEMBLY	Argentina Australia Canada China European (FR, DE, GB, NL, IT, CH & ES) Finland India Israel Japan South Africa South Korea	241,549 580191 1,282,476 86106617 0 220 531 85620 167,664 P/80053 178535 86/7396 75164	
Flowserve Management Company	IMPROVER MECHANICAL SEAL FOR PUMPS	Australia Canada France	57720 1,335,112 86 10016	
Flowserve Management Company	FLUID FLOW CONTROL MEANS FOR PUMPS AND THE LIKE	Canada (European (FR, DE, GB, NL, SE & CH)	1,255,152 0 244 082	
Flowserve Management Company	BEARING PROTECTOR	Brazil Canada India Mexico	P18801288 1,281,757 168269 166,30	
Flowserve Management Company	BELLOWS MECHANICAL SEAL WITH INACTIVE DIAPHRAGMS	Argentina Australia Canada Europe (DE, NL, IT, ES & GB)	239.145 603426 1,295,642 0 312 184	
Flowserve Management Company	PUMP WITH HEAT EXCHANGER	Canada Canada Canada European France Germany Japan Netherlands Spain Switzerland United Kingdom	1,332,035 1,319,564 1,332, 034 0 283 292 FR283292 P3872903.2 1873188 NL283292 ES283292 CH283292 GB283292	
Flowserve Management Company	MAGNETIC SEAL ASSEMBLY	Canada India Mexico South Korea	1,319,715 169679 172056 55753	
Flowserve Management Company	MECHANICAL SEAL LUBRICATION IMPROVEMENT	Canada		

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GRANTOR	PATENT NAME	COUNTRY	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	PUMP HOUSING, MOULD PARTS OF A MOULD WALL FOR A PUMP HOUSING AND METHOD OF MANUFACTURING A PUMP HOUSING	Australia Austria Canada Belgium EPO Germany Great Britain France Holland Italy Japan Luxembourg Sweden Switzerland	563,613 010128B2 1,221,877 563,613 0101628B2 0101628B2 0101628B2 0101628B2 0101628B2 0101628B2 16.17.833 0101628B2 0101628B2 0101626B2	
Flowserve Management Company	BELLOWS SEAL WITH VIBRATION DAMPER	Argentina Australia Brazil Mexico India South Korea	243,657 620005 P19000187 167641	
Flowserve Management Company	FILTER LEAF	Canadian	1,304,007	
Flowserve Management Company	MECHANICAL SEAL ASSEMBLY	Australia Brazil Canada Columbia European Malaysia South Africa Japan	610397 PI89023781 1312345 23758 0 345 944 MY-104440A 89/3818	
Flowserve Management Company	HOUSING SEAL CHAMBER BODY	Canada	2,020,421	
Flowserve Management Company	MECHANICAL SEAL	Belgium European France Germany Spain Switzerland Japan	0 446 531 0 446 531 0 446 531 P69025168.8-08 0 446 531 0 446 531	
Flowserve Management Company	PUMP WITH SEAL PURGE HEATER	European	0 470 747	

GRANTOR	PATENT NAME	COUNTRY	PATENT NUMBER	ISSUE DATE
Flowserve Management Company	IMPROVED EFFICIENCY MULTI-STAGE PUMP	Belgium UK France Germany Netherlands Italy Spain Switzerland		
Flowserve Management Company	ENCLOSURE FOR BRITTLE MECHANICAL SEAL FACE MATERIALS	Europe France	0 659 251 0 659 251	
Flowserve Management Company	FACE SEAL WITH ANGLED GROOVES AND SHALLOW ANNULAR GROOVE	Australia	685,502	
Flowserve Management Company	MECHANICAL SEAL WITH SPRING DRIVE	UK	2,305,982	
Flowserve FCD Corporation	INNER-LOOP VALVE SPOOL POSITIONING CONTROL APPARATUS	EP	Published	--
Flowserve FCD Corporation	INTEGRATED PROCESS CONTROL VALVE	Australia Brazil Canada Japan France (EP) DE (EP) GB (EP) Italy (EP) NL (EP)	653151 Appealed Allowed 2772159 0462432 69130592.7 0462432 0462432 0462432	6/17/1999 -- -- 4/17/1998 12/9/1998 12/9/1998 12/9/1998 12/9/1998 12/9/1998
Flowserve FCD Corporation	ANTI-CAVITATION LOW-NOISE CONTROL VALVE CAGE TRIM FOR HIGH PRESSURE REDUCING SERVICE IN LIQUID OR GASEOUS FLOW	Brazil France (EP) DE (EP) GB (EP) Japan Germany Australia Canada Italy	PI8505165 0174340 P3570722.4 01743402.4 1780112 0174340 568,054 1,237,634 1,214,484	9/25/1990 5/31/1989 5/31/1989 5/31/1989 8/13/1993
Flowserve RED Corporation	NONE			
Flowserve FSD Corporation	NONE			
Flowserve International, Inc.	NONE			
BW/IP – New Mexico, Inc.	NONE			
Flowserve International, LLC	NONE			

GRANTOR	PATENT NAME	COUNTRY	PATENT NUMBER	ISSUE DATE
Durametallic Australia Holding Company	NONE			
Flowserve Finance B.V.	NONE			
Flowserve International Limited	NONE			

A. FLOWSERVE PATENTS

4. Non-U.S. Patent Applications

GRANTOR	PATENT NAME	COUNTRY	PATENT APPLICATION NUMBER	FILING DATE
Flowserve Management Company	METHOD OF APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER	Canada Japan	Pending Pending	-- --
Flowserve Management Company	FRICTION WELDING APPARATUS	Canada IN	Pending Pending	-- --
Flowserve RED Corporation	NONE			
Flowserve FSD Corporation	NONE			
Flowserve International, Inc.	NONE			
BW/IP – New Mexico, Inc.	NONE			
Flowserve International, LLC	NONE			
Durametallic Australia Holding Company	NONE			
Flowserve Finance B.V.	NONE			
Flowserve International Limited	NONE			

B. INVATEC PATENTS

1. U.S. Patent Registrations

GRANTOR	PATENT NAME	PATENT NUMBER	ISSUE DATE
The Safe Seal Company, Inc.	FRICTION WELDING APPARATUS (Apparatus)	5,558,265	2/4/94
The Safe Seal Company, Inc.	FRICTION WELDING APPARATUS (Method)	5,735,447	9/23/96
The Safe Seal Company, Inc.	METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER	5,062,439	6/14/90
The Safe Seal Company, Inc	METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER	5,052,427 RE 35116	9/20/90
Innovative Valve Technologies, Inc.	NONE		
Plant Maintenance, Inc.	NONE		
Varco Valve, Inc.	NONE		
Colonial Equipment & Service Co., Inc.	NONE		
CECORP, Inc.	NONE		
DIVT Acquisition-Delaware, LLC	NONE		
DIVT Subsidiary, LLC	NONE		
Southern Valve Service, Inc.	NONE		
L.T. Koppl Industries	NONE		
Harley Industries, Inc.	NONE		
Koppl Company of Arizona	NONE		
Seeley & Jones, Incorporated	NONE		
GSV, Inc.	NONE		
IPSCO-Florida, Inc.	NONE		
International Piping Sevices Company	NONE		
Cypress Industries, Inc.	NONE		
DALCO, LLC	NONE		
Plant Specialties, Inc.	NONE		
Energy Maintenance, Inc.	NONE		

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GRANTOR	PATENT NAME	PATENT NUMBER	ISSUE DATE
Preventive Maintenance, Inc.	NONE		
Production Machine Incorporated	NONE		
ICE Liquidating, Inc.	NONE		
Valve Repair of South Carolina, Inc.	NONE		
Flickinger-Benicia Inc.	NONE		
Puget Investments, Inc.	NONE		
Steam Supply & Rubber Co., Inc.	NONE		
Flickinger Company	NONE		
Boyden Inc.	NONE		
Valve Actuation & Repair Company, Inc.	NONE		

B. INVATEC PATENTS

2. U.S. Patent Applications

NONE

3. Non-U.S. Patent Registrations

GRANTOR	PATENT NAME	COUNTRY	PATENT NUMBER	ISSUE DATE
The Safe Seal Company, Inc.	METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER	Australia Europe	659607 EP 053839-B1	issue date 6/14/95 issue date 6/14/96
Innovative Valve Technologies, Inc.	NONE			
Plant Maintenance, Inc.	NONE			
Varco Valve, Inc.	NONE			
Colonial Equipment & Service Co., Inc.	NONE			
CECORP, Inc.	NONE			
DIVT Acquisition-Delaware, LLC	NONE			
DIVT Subsidiary, LLC	NONE			
Southern Valve Service, Inc.	NONE			
L.T. Koppl Industries	NONE			
Harley Industries, Inc.	NONE			
Koppl Company of Arizona	NONE			
Seeley & Jones, Incorporated	NONE			
GSV, Inc.	NONE			
IPSCO-Florida, Inc.	NONE			
International Piping Sevices Company	NONE			
Cypress Industries, Inc.	NONE			
DALCO, LLC	NONE			

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GRANTOR	PATENT NAME	COUNTRY	PATENT NUMBER	ISSUE DATE
Plant Specialties, Inc.	NONE			
Energy Maintenance, Inc.	NONE			
Preventive Maintenance, Inc.	NONE			
Production Machine Incorporated	NONE			
ICE Liquidating, Inc.	NONE			
Valve Repair of South Carolina, Inc.	NONE			
Flickinger-Benicia Inc.	NONE			
Puget Investments, Inc.	NONE			
Steam Supply & Rubber Co., Inc.	NONE			
Flickinger Company	NONE			
Boyden Inc.	NONE			
Valve Actuation & Repair Company, Inc.	NONE			

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B. INVATEC PATENTS

4. Non-U.S. Patent Applications

GRANTOR	PATENT NAME	COUNTRY	PATENT APPLICATION NUMBER	FILING DATE
The Safe Seal Company, Inc.	FRICTION WELDING APPARATUS	Canada India	pending pending	2/3/95 2/3/95
The Safe Seal Company, Inc.	METHOD AND APPARATUS TO FACILITATE THE INJECTION OF SEALANT INTO A PRESSURIZED FLUID MEMBER	Japan	pending	6/14/91
Innovative Valve Technologies, Inc.	NONE			
Plant Maintenance, Inc.	NONE			
Varco Valve, Inc.	NONE			
Colonial Equipment & Service Co., Inc.	NONE			
CECORP, Inc.	NONE			
DIVT Acquisition-Delaware, LLC	NONE			
DIVT Subsidiary, LLC	NONE			
Southern Valve Service, Inc.	NONE			
L.T. Koppl Industries	NONE			
Harley Industries, Inc.	NONE			
Koppl Company of Arizona	NONE			
Seeley & Jones, Incorporated	NONE			
GSV, Inc.	NONE			
IPSCO-Florida, Inc.	NONE			
International Piping Sevices Company	NONE			
Cypress Industries, Inc.	NONE			
DALCO, LLC	NONE			

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GRANTOR	PATENT NAME	COUNTRY	PATENT APPLICATION NUMBER	FILING DATE
Plant Specialties, Inc.	NONE			
Energy Maintenance, Inc.	NONE			
Preventive Maintenance, Inc.	NONE			
Production Machine Incorporated	NONE			
ICE Liquidating, Inc.	NONE			
Valve Repair of South Carolina, Inc.	NONE			
Flickinger-Benicia Inc.	NONE			
Puget Investments, Inc.	NONE			
Steam Supply & Rubber Co., Inc.	NONE			
Flickinger Company	NONE			
Boyden Inc.	NONE			
Valve Actuation & Repair Company, Inc.	NONE			

C. IDP PATENTS

1. U.S. Patent Registrations

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

GRANTOR	PATENT	PATENT NUMBER	ISSUE DATE
Ingersoll-Dresser Pump Company	IMPELLAR FOR CENTRIFUGAL PUMPS	2068854 5192193	3/9/1993
Ingersoll-Dresser Pump Company	MAGNETICALLY COUPLED CENTRIFUGAL PUMP WITH IMPROVED COOLING AND LUBRICATION	5248245	9/28/1993
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP WITH MONOLITHIC DIFFUSER AND RETURN VANE CHANNEL RING MEMBER	5344285	9/6/1994
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP WITH RESILIENTLY BIASING DIFFUSER	5456577	10/10/1995
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP	5385445	1/31/1995
Ingersoll-Dresser Pump Company	BUSHING	357030	4/14/1995
Ingersoll-Dresser Pump Company	CAVITATION RESISTANT FLUID IMPELLERS AND METHOD FOR MAKING SAME	5514329	5/7/1996
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP	5871332	2/16/1999
Ingersoll-Dresser Pump Company	FLUID JET DECOKING TOOL	5816505	10/6/1998
Ingersoll-Dresser Pump Company	OPEN BOWL FOR A VERTICAL TURBINE PUMP	ALLOWED 5993153	11/30/1999

GRANTOR	PATENT	PATENT NUMBER	ISSUE DATE
Ingersoll-Dresser Pump Company	CONSTANT FLOW CASCADE LUBRICATION SYSTEM	5779005	7/14/1998
Ingersoll-Dresser Pump Company	FRONT- REMOVABLE BEARING HOUSING FOR VERTICAL TURBINE PUMP	5944482	8/31/1999
Ingersoll-Dresser Pump Company	MULTI-STAGE VERTICAL TURBINE PUMP WITH COMMINUTION	ALLOWED	
Ingersoll-Dresser Pump Company	ROTO-DYNAMIC PUMP WITH BACKFLOW RECIRCULATOR	4375937	3/8/1983
Ingersoll-Dresser Pump Company	PUMPING APPARATUS	4557669	12/10/1985
Ingersoll-Dresser Pump Company	PUMPING SYSTEM	4570833	2/18/1986
Ingersoll-Dresser Pump Company	PUMP WITH REPLACEABLE CARTRIDGE	4614481	9/30/1986
Ingersoll-Dresser Pump Company	PUMPING SYSTEM WITH CONTROL VALVE	4685592	8/11/1987
Ingersoll-Dresser Pump Company	RETURNABLE CONTAINER SYSTEM	4804109	2/14/1989
Ingersoll-Dresser Pump Company	DETACHABLE CHEMICAL SPRAYER	4826083	5/2/1989
Ingersoll-Dresser Pump Company	QUICK AND DRY COUPLING	4986304 5168897 5092363	1/22/1991 12/8/1992 3/3/1992
Ingersoll-Dresser Pump Company	JOURNAL BEARING RETAINER SYSTEM WITH ECCENTRIC LOCK	5683185	11/4/1997
Ingersoll-Dresser Pump Company	TAMPER EVIDENT VENT SYSTEM FOR CONTAINERS	5160054	11/3/1992
Ingersoll-Dresser Pump Company	COMPACT INTERBOWL ASSEMBLY COUPLED FOR VERTICAL TURBINE PUMPS	5921750	7/13/1999

GRANTOR	PATENT	PATENT NUMBER	ISSUE DATE
Ingersoll-Dresser Pump Company	FITTING FOR EMPTYING A CONTAINER	5186365	2/16/1993
Ingersoll-Dresser Pump Company	SEAL ENGAGING RING	5184747 354681 358988	2/9/1993
Ingersoll-Dresser Pump Company	SEALLESS PUMP CORROSION DETECTOR	5297940	3/29/1994
Ingersoll-Dresser Pump Company	MAGNETICALLY COUPLED CENTRIFUGAL PUMP	5269664	12/14/1993
Ingersoll-Dresser Pump Company	PUMP W/FAILURE RESPONSIVE DISCHARGE VALVE	5366351 5450987	11/12/1994 9/19/1995
Ingersoll-Dresser Pump Company	SYSTEM FOR DISPENSING DRY AGRICULTURAL CHEMICALS	5638285	6/10/1997
Ingersoll-Dresser Pump Company	METHOD FOR DISPENSING DRY GRANULAR MATERIALS	5737221	4/7/1998
Ingersoll-Dresser Pump Company	METERING DEVICE FOR GRANULAR MATERIALS	5524794	6/11/1996
Ingersoll-Dresser Pump Company	POWER SEQUENCING METHOD FOR ELECTRO-MECHANICAL DISPENSING DEVICE	5539669	7/23/1996
Ingersoll-Dresser Pump Company	ENCAPSULATED MAGNET CARRIER	5831364	11/3/1998
Ingersoll-Dresser Pump Company	METHOD FOR MAKING AN ENCAPSULATED MAGNET CARRIER	5964028	10/12/1999
Ingersoll-Dresser Pump Company	BEARING AND SEAL PERCOLATOR FOR A CENTRIFUGAL PUMP	5667357	9/16/1997
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP		
Ingersoll-Dresser Pump Company	PUMP IMPELLER HAVING SEPARATE OFFSET INLET VANES	5605444	2/25/1997

GRANTOR	PATENT	PATENT NUMBER	ISSUE DATE
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP WITH AN AXIAL-FIELD INTEGRAL MOTOR COOLED BY WORKING FLUID	6012909	1/11/2000
INGERSOLL-DRESSER PUMP COMPANY	SYSTEM FOR TRANSPORTING AND DISPENSING GRANULAR MATERIALS (2385-ID-IP AND 2450-ID0IP WERE COMBINED INTO THIS DOCKET)	5641011	6/24/1999
Ingersoll-Dresser Pump Company	DIAPHRAGM FOR SEAL-LESS INTEGRAL-MOTOR PUMP (PIERCEY FROM KAMAN ELECTRO-MAGNETICS HUSON, MA)	5951267	9/14/1999
Ingersoll-Dresser Pump Company	POLYMER-BACKED THRUST BEARINGS	6024494	
Ingersoll-Dresser Pump Company	TRANSFER VALVE FOR A GRANULAR MATERIALS DISPENSING SYSTEM	5687782	11/18/1997
Ingersoll-Dresser Pump Company	INTEGRAL CLOSE COUPLING FOR A ROTARY GEAR PUMP	5788473	8/4/1998
Ingersoll-Dresser Pump Company	BUTTONS FOR PRODUCT LUBRICATED THRUST BEARINGS	5927860	7/27/1999
Ingersoll-Dresser Pump Company	COLUMN INSERT BEARING HOUSING	4391475	7/15/1983
Ingersoll-Dresser Pump Company	FIBER-FILLED POLYMER IMPELLER	4767277	8/30/1998
Ingersoll-Dresser Pump Company	LUBRICATION DEVICE	4466508	8/21/1984
Ingersoll-Dresser Pump Company	HIGH SPEED CENTRIFUGAL PUMP AND METHOD FOR OPERATING SAME AT	4389160	6/21/1983

GRANTOR	PATENT	PATENT NUMBER	ISSUE DATE
	REDUCED NOISE LEVELS		
Ingersoll-Dresser Pump Company	DECOKING TOOL	4738399	4/19/1988
Ingersoll- Dresser Pump Company	SINGLE ACTING PUMP WITH DOUBLE ACTING DRIVE	4762051	8/9/1998
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP WITH INTEGRAL SUCTION VALVE	4818177	4/4/1989
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP WITH AN AXIAL-FIELD INTEGRAL MOTOR COOLED BY WORKING FLUID	6012909	1/11/2000
IDP Alternate Energy Company	NONE		
Energy Hydro, Inc.	NONE		
Pump Investments, Inc.	NONE		

TRADEMARK
REEL: 002141 FRAME: 0365

C. IDP PATENTS

2. U.S. Patent Applications

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

GRANTOR	PATENT	PATENT APPLICATION NUMBER	FILING DATE
Ingersoll-Dresser Pump Company	FORCED CLOSED-LOOP COOLING FOR A SUBMERSIBLE PUMP MOTOR	PENDING	
Ingersoll-Dresser Pump Company	SEAL LESS INTEGRAL-MOTOR PUMP WITH REGENERATIVE IMPELLER DISK	PENDING	
Ingersoll-Dresser Pump Company	COMPACT SEAL-LESS SCREW PUMP	PENDING	
Ingersoll-Dresser Pump Company	SEALLESS MULTIPHASE SCREW PUMP-AND-MOTOR PACKAGE	PENDING	
IDP Alternate Energy Comp any	NONE		
Energy Hydro, Inc.	NONE		
Pump Investments, Inc.	NONE		

TRADEMARK
REEL: 002141 FRAME: 0366

C. IDP PATENTS

3. Non- U.S. Patent Registrations

(All Ingersoll-Dresser Pump Company Intellectual Property assigned to Flowserve Management Company immediately after Closing).

GRANTOR	PATENT TITLE	COUNTRY	PATENT NUMBER	ISSUE DATE
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP	AU CA DE FR GB IT JP	617505 1308959 3925890 89/10674 2222207 1231299 2097093	
Ingersoll-Dresser Pump Company	INTEGRAL MOTOR-PUMP	AU DE EP FR GB IT JP KR WO	651399 69105211.5 0551435 0551435 0551435 0551435 2546943 171871 NATIONAL	
Ingersoll-Dresser Pump Company	IMPELLAR FOR CENTRIFUGAL PUMPS	CN GB KR	92104767.3 2256901 114513	
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP WITH MONOLITHIC DIFFUSER AND RETURN VANE CHANNEL RING MEMBER	CH GB	689400 2283059	
Ingersoll-Dresser Pump Company	CAVITATION RESISTANT FLUID IMPELLERS AND METHOD FOR MAKING SAME	AU CN DE EP ES FR GB IT MX NL 'IW WO ZA	683389 95193829.0 69502609.7 0769077 0769077 0769077 0769077 0769077 190354 0769077 NI-077754 NATIONAL 95/5296	
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP	GB IT	2290113 1275286	

TRADEMARK
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GRANTOR	PATENT TITLE	COUNTRY	PATENT NUMBER	ISSUE DATE
Ingersoll-Dresser Pump Company	FLUID JET DECOKING TOOL	WO	NATIONAL	
	QUICK AND DRY COUPLING	JP	2701088	
Ingersoll-Dresser Pump Company	TAMPER EVIDENT VENT SYSTEM FOR CONTAINERS	JP WO	2811370 NATIONAL	
Ingersoll-Dresser Pump Company	BEARING AND SEAL PERCOLATOR FOR A CENTRIFUGAL PUMP	GB	2310690	
Ingersoll-Dresser Pump Company	PUMP IMPELLER HAVING SEPARATE OFFSET INLET VANES	AU TW WO	712130 NI-097639 NATIONAL	
Ingersoll-Dresser Pump Company	SYSTEM FOR TRANSPORTING AND DISPENSING GRANULAR MATERIALS (2385-ID-IP AND 2450-ID0IP WERE COMBINED INTO THIS DOCKET)	WO	NATIONAL	
Ingersoll-Dresser Pump Company	LUBE OIL RING PUMP	CA	1237679	
Ingersoll-Dresser Pump Company	HIGH PRESSURE RECIPROCATING PUMP	EP WO	0378645 NATIONAL	
IDP Alternate Energy Company	NONE			
Energy Hydro, Inc.	NONE			
Pump Investments, Inc.	NONE			

C. IDP PATENTS

4. Non- U.S. Patent Applications

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

GRANTOR	PATENT TITLE	COUNTRY	PATENT APPLICATION NUMBER	FILING DATE
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP WITH MONOLITHIC DIFFUSER AND RETURN VANE CHANNEL RING MEMBER	DE JP	PENDING PENDING	
Ingersoll-Dresser Pump Company	CAVITATION RESISTANT FLUID IMPELLERS AND METHOD FOR MAKING SAME	CA IN KR	PENDING PENDING PENDING	
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP	CA DE JP	PENDING PENDING PENDING	
Ingersoll-Dresser Pump Company	FLUID JET DECOKING TOOL	CA EP IN JP MX TW VE	PENDING PUBLISHED PENDING PENDING PENDING PENDING PENDING	
Ingersoll-Dresser Pump Company	DIVERTER VALVE WITEI CUT-OFF AND BLEED FUNCTIONS	JP MX NL	PENDING PENDING PENDING	
Ingersoll-Dresser Pump Company	OPEN BOWL FOR A VERTICAL TURBINE PUMP	JP MS NL CA EG TH	PENDING PENDING PENDING PENDING PENDING PENDING	
Ingersoll-Dresser Pump Company	CONSTANT FLOW CASCADE LUBRICATION	BR CA CN EP IN	PENDING PENDING PENDING PUBLISHED PENDING	
Ingersoll-Dresser Pump Company	FRONT- REMOVABLE BEARING HOUSING FOR VERTICAL TURBINE PUMP	CA EG TH	PENDING PENDING PENDING	

TRADEMARK
REEL: 002141 FRAME: 0369

GRANTOR	PATENT TITLE	COUNTRY	PATENT APPLICATION NUMBER	FILING DATE
Ingersoll-Dresser Pump Company	FORCED CLOSED-LOOP COOLING FOR A SUBMERSIBLE PUMP MOTOR	BR CA EP JP	PENDING PENDING PENDING PENDING	
Ingersoll-Dresser Pump Company	COMPACT INTERBOWL ASSEMBLY COUPLED FOR VERTICAL TURBINE PUMPS	CA	PENDING	
Ingersoll-Dresser Pump Company	MAGNETICALLY COUPLED CENTRIFUGAL PUMP	DE JP	PENDING PENDING	
Ingersoll-Dresser Pump Company	MATERIAL DISPENSING SYSTEM	CA	PENDING	
Ingersoll-Dresser Pump Company	POWER SEQUENCING METHOD FOR ELECTRO-MECHANICAL DEVICE	CA	PENDING	
Ingersoll-Dresser Pump Company	ENCAPSULATED MAGNET CARRIER	CA GB	PENDING PENDING	
Ingersoll-Dresser Pump Company	BEARING AND SEAL PERCOLATOR FOR A CENTRIFUGAL PUMP	CA	PENDING	
Ingersoll-Dresser Pump Company	PUMP IMPELLER HAVING SEPARATE OFFSET INLET VANES	CA CN EP	PENDING PUBLISHED PENDING	
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP WITH AN AXIAL-FIELD INTEGRAL MOTOR COOLED	DE GB JP	PENDING PUBLISHED PENDING	
Ingersoll-Dresser Pump Company	SYSTEM FOR TRANSPORTING AND DISPENSING GRANULAR MATERIALS (2385-ID-IP AND 2450-ID0IP WERE COMBINED INTO THIS DOCKET)	JP MX WO	PENDING PENDING NATIONAL	

TRADEMARK
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GRANTOR	PATENT TITLE	COUNTRY	PATENT APPLICATION NUMBER	FILING DATE
Ingersoll-Dresser Pump Company	DIAPHRAGM FOR SEAL-LESS INTEGRAL-MOTOR PUMP (PIERCEY FROM KAMAN ELECTRO-MAGNETICS HUSON, MA)	GB	PUBLISHED	
Ingersoll-Dresser Pump Company	TRANSFER VALVE FOR A GRANULAR MATERIALS DISPENSING SYSTEM	CA	PENDING	
Ingersoll-Dresser Pump Company	INTEGRAL CLOSE COUPLING FOR A ROTARY GEAR PUMP	CA	PENDING	
Ingersoll-Dresser Pump Company	BUTTONS FOR PRODUCT LUBRICATED THRUST BEARINGS	GB	PUBLISHED	
Ingersoll-Dresser Pump Company	COMPACT SEAL-LESS SCREW PUMP	CA EP VE	PENDING PUBLISHED PENDING	
Ingersoll-Dresser Pump Company	CENTRIFUGAL PUMP WITH AN AXIAL-FIELD INTEGRAL MOTOR COOLED BY WORKING FLUID	DE GB JP	PENDING PUBLISHED PENDING	
IDP Alternate Energy Company	NONE			
Energy Hydro, Inc.	NONE			
Pump Investments, Inc.	NONE			

TRADEMARK
REEL: 002141 FRAME: 0371

SCHEDULE V TO THE SECURITY AGREEMENT

TRADEMARKS

A. FLOWSERVE TRADEMARKS

1. U.S. Trademark Registrations

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve FCD Corporation	ACCORD (STYLIZED)	1597174	5/22/2000
Flowserve FCD Corporation	AUTOMAX INC & DESIGN	1517015	12/20/2008
Flowserve FCD Corporation	CENTURA	1721600	10/6/2002
Flowserve FCD Corporation	CHANNELSTREAM	1393912	5/20/2006
Flowserve FCD Corporation	PHAROS	1652259	7/30/2001
Flowserve FCD Corporation	PHAZER	1828775	3/2/2004
Flowserve FCD Corporation	ULTRASWITCH	1647324	
Flowserve FCD Corporation	KAMMER (STYLIZED)	1850586	8/23/2004
Flowserve FCD Corporation	VALDISK	1,135,629	
Flowserve FCD Corporation	VALTEK INC. (w/design)	895,854	
Flowserve FCD Corporation	VALTEK MAXFLO	2142246	3/10/2008
Anchor Darling [Assigned to Flowserve Management Company]	ADAC	1170933	9/29/2001
Flowserve Management Company	BIG MAX	1149600	3/31/2001
Flowserve Management Company	BW SEALS	1728892	11/3/2002
Flowserve Management Company	*BW/IP (STYLIZED)*	1548874	7/25/2009
Flowserve Management Company	BYRON JACKSON	378463	6/11/2000
Flowserve Management Company	DURCO	295561 432949 417872 418706	7/5/2002 9/28/2007 11/20/2005 1/8/2006
Flowserve Management Company	DURCO-CAST	0774446	8/4/2004
Flowserve Management Company	DURCO-D	743252 743264 743322 761525 761311 761329 761338 761630	1/8/2003 1/8/2003 1/8/2003 12/17/2003 12/10/2003 12/10/2003 12/10/2003 12/17/2003
Flowserve Management Company	DURCOMETER	1245145	--
Flowserve Management Company	DURCON	772193 611024	6/30/2004 8/23/2005
Flowserve Management Company	DURCOPUMP	395550	6/2/2002
Flowserve Management Company	FIVE STAR SEAL & DESIGN	1291851	8/28/2004
Flowserve Management Company	LIFESHIELD	1857472	10/11/2004
Flowserve Management Company	GASPAC	1941730	12/12/2005
Flowserve Management Company	PAC-SEAL	2073563	

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve Management Company	SLEEVELINE	697997	5/24/2000
Flowserve Management Company	T-LINE	912253 892839	6/8/2001 6/16/2000
Flowserve Management Company	*UNITED CENTRIFUGAL*	1644974	5/21/2001
Flowserve Management Company	*WILSON-SNYDER*	551064	11/20/2001
Flowserve Management Company	UPC	213477803	2/3/2008
Innovative Valve Technologies [Assigned to Flowserve Management Company]	PWR.SEAL TECHNOLOGY	2283194	10/5/2009
Innovative Valve Technologies [Assigned to Flowserve Management Company]	INNOVATIVE VALVE TECHNOLOGIES, INC.	2304575	12/28/2009
Innovative Valve Technologies [Assigned to Flowserve Management Company]	INVATEC	2304574	12/28/2009
Flowserve International, Inc.	BYRON JACKSON/UNITED	2,034,059	
Flowserve International, Inc.	FIVE STAR SEAL DESIGN (DOUBLE)	1624849	11/27/2000
Flowserve International, Inc.	FIVE STAR SEAL DESIGN (SINGLE)	1674796	2/11/2002
Flowserve FSD Corporation	DMC	0979,376	
Flowserve FSD Corporation	DURAFITE	0902,609	
Flowserve FSD Corporation	DURAFLON	0 861,684	
Flowserve FSD Corporation	DURA HOOKS	0347,926	
Flowserve FSD Corporation	DURA LAPPER	0789,961	
Flowserve FSD Corporation	DURAMETALLIC	183,441 1,283,049	
Flowserve FSD Corporation	DURA SEAL	0319,472 1,022,668	
Flowserve FSD Corporation	METAL FAB	1,388,031	
Flowserve Corporation	DURIRON	0591017 0606594 0603774 0096259	6/15/2004 5/31/2005 3/29/2005 4/14/2004
Flowserve Corporation	MAGNALERT	1,808,367	
Flowserve Corporaiton	QUADRA PRESS	1,127,811	
Flowserve Corporation	FLOWSERVE	2333567 2286139 2261469 2261470 2333568	3/21/2010 10/12/2009 7/13/2009 7/13/2009 3/21/2010
Flowserve Corporation	GUARDIAN	1746297	1/12/2003
The Safe Seal Company, Inc.	SAFE SEAL	2194856	10/13/2008
Flowserve RED Corporation	NONE		
BW/IP – New Mexico, Inc.	NONE		
Flowserve International, LLC	NONE		
Durametallic Australia Holding Company	NONE		

A. FLOWSERVE TRADEMARKS

2. U.S. Trademark Applications

GRANTOR	TRADEMARK	APPLICATION NUMBER	FILING DATE
Flowserve FCD Corporation	VALTEK	Pending Pending	--
Flowserve Management Company	NONE		
Flowserve International, Inc.	NONE		
Flowserve FSD Corporation	NONE		
Flowserve Corporation	FLOWSERVE	75-312447	
Flowserve RED Corporation	NONE		
BW/IP – New Mexico, Inc.	NONE		
Flowserve International, LLC	NONE		
Durametallic Australia Holding Company	NONE		

A. FLOWSERVE TRADEMARKS

3. Non-U.S. Trademark Registrations

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Anchor Darling [Assigned to Flowserve Management Company]	ANCHOR DARLING	France	1559256	12/20/1979
Anchor Darling [Assigned to Flowserve Management Company]	ANCHOR / DARLING	UK Germany Israel Italy South Korea Taiwan	B1125895 1010076 49248 381394 71163 134160	12/19/1979 12/22/1979 12/26/1979 1/10/1980 7/31/1980 6/1/1990
Anchor Darling [Assigned to Flowserve Management Company]	ANCHOR / DARLING (DEVICE)	Benelux	363296	12/18/1979
Flowserve Management Company	BW SEALS	Australia Benelux Canada Colombia Denmark France Iran Italy Mexico Philippines Saudi Arabia Singapore Spain Taiwan UK	611424 470167 443166 179838 00161/1992 1718690 71748 575671 386883 58015 255/91 B4733/92 1516478 733726 1403594	9/14/1993 10/25/1989 5/26/1995 7/12/1993 1/17/1992 7/28/1989 12/12/1993 10/1/1992 6/1/1990 5/12/1994 9/23/1990 6/24/1992 11/5/1991 10/31/1996 5/11/1989
Flowserve Management Company	BW SEALS LOGO	Argentina	1600234	5/17/1996
Flowserve Management Company	*BW/IP*	Venezuela Venezuela	153127 153128	2/16/1994 2/16/1994
Flowserve Management Company	BW/IP (DESIGN)	Venezuela	153126	2/16/1994
Flowserve Management Company	BW/IP (DEVICE)	Spain	1307428	6/5/1990

TRADEMARK
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GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve Management Company	BW/IP (STYLIZED)	Thailand	46469	7/2/1996
		Argentina	1332325	2/15/1989
		Benelux	483051	2/22/1989
		Canada	TMA404402	11/6/1992
		France	1533629	5/30/1989
		Germany	1182902	12/17/1991
		Indonesia	280410	10/2/1992
		Italy	575749	10/1/1992
		Japan	2448338	8/31/1992
		Saudi Arabia	222/46	7/29/1990
		Singapore	B4732/92	6/24/1992
		Switzerland	370960	2/23/1989
		Philippines	55437	6/21/1993
		UK	1403598	10/27/1989
		Saudi Arabia	222/47	7/29/1990
		Thailand	44725	8/2/1995
		Iran	69211	10/17/1992
Flowserve Management Company	BW/IP Design	Venezuela	153125	2/16/1994
Flowserve Management Company	BW/IP DESIGN	Mexico	381137	8/16/1990
		Mexico	381138	8/16/1990

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve Management Company	BYRON JACKSON	Argentina	1592107	1933
		Australia	B273316	10/23/1970
		Australia	B243395	10/23/1970
		Australia	B243398	1970
		Austria	56302	12/17/1965
		Benelux	103007	12/24/1971
		Bolivia	32922	2/4/1977
		Brazil	811047318	1/8/1985
		Bulgaria	9174	10/30/1973
		Canada	2/997	2/2/1933
		Chile	417153	11/28/1933
		China	161183	8/15/1982
		Costa Rica	64298	1/17/1985
		Czech Republic	162135	1974
		Czech Republic	162136	3/13/1974
		Denmark	1137	4/30/1966
		France	1336929	1/3/1986
		Germany	823449	8/29/1966
		UK	2006989	1/6/1995
		Greece	33890	8/5/1965
		Hungary	116847	11/20/1973
		Indonesia	403517	11/6/1997
		Iran	56125	2/23/1983
		Italy	568658	1992
		Italy	714612	6/18/1997
		Japan	718894	9/6/1966
		Japan	490789	10/31/1956
		South Korea	10159	8/12/1965
		Kuwait	14439	3/26/1993
		Malaysia	M/B73923	1/6/1977
		Malaysia	M/B73924	1/6/1977
		Mexico	45819	4/15/1943
		Panama	032840	10/14/1983
		Paraguay	193760	7/1/1976
		Peru	18972	11/22/1963
		Philippines	35460	3/5/1986
		Poland	52491	10/29/1974
		Qatar	3471	4/19/1983
		Saudi Arabia	113/31	3/25/1985
		Slovak Republic	162135	3/13/1974
		South Africa	B65/4411	11/1/1965
		Spain	482836	9/5/1967
		Spain	482838	1/24/1967
		Spain	482837	5/7/1969
		Switzerland	340713	7/21/1965
		Taiwan	90605	7/1/1977
		Taiwan	400009	1988
		Thailand	55986	1/14/1977
		Russian Fed.	50609	9/25/1973
		Uruguay	291852	2/26/1977
		Venezuela	21242	8/13/1949
		Algeria	40160	5/24/1978

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
		Cuba Equador Romania Turkey East Germany	96258 3162-9 1725 110427 640369	4/8/1958 7/12/1983 8/21/1933 12/2/1968 8/21/1974
Flowserve Management Company	BYRON JACKSON	Taiwan	00880863	1/31/2000
Flowserve Management Company	*BYRON JACKSON*	Mexico Slovak Republic	45824 162136	4/15/1943 3/13/1974
Flowserve Management Company	BYRON JACKSON (in katakana)	Japan	2076780	9/30/1988
Flowserve Management Company	CHEMSTAR	France Germany UK	1519103 1182630 1372876	3/14/1989 11/29/1991 2/14/1989
Flowserve Management Company	CHLORIMET	France Italy	RN 1492413 RN 0550867	1968 1968

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve Management Company	DURAMETALLIC	Argentina	RN 621597	1969
		Argentina	RN 1373154	1990
		Australia	RN A208222	1974
		Bahrain	RN 9654	1985
		Benelux	RN 033985	1971
		Brazil	RN 1232/0602.251	1974
		Canada	RN 241/52108	1931
		Canada	RN 334048	1987
		Chile	RN 446515	1995
		Columbia	RN 173759	1995
		Czechoslovakia	RN 176969	1992
		Ecuador	RN 4752	1995
		France	RN 958262	1976
		Germany	RN 750438	1958
		Germany	RN 869521	1969
		Great Britain	RN 906510	1967
		Hungary	RN 136020	1992
		India	RN 241039	1967
		Indonesia	RN 116961	1977
		Iran	RN 33231	1969
		Israel	RN 36261	1972
		Italy	RN 218996	1967
		Japan	RN 513658	1958
		Kuwait	RN 6808	1974
		Malaysia	RN M/093116	1981
		Mexico	RN 39918	1939
		Mexico	RN 156614	1969
		New Zealand	RN 131582	1980
		Nigeria	RN 23849	1973
		Paraguay	RN 185241	1996
		Peru	RN 13454	1995
		Philippines	RN 22830	1976
		Poland	RN 82720	1992
		Saudi Arabia	RN 94/22	1980
		Singapore	RN 61098	1974
		Slovakia	RN 173000	1992
		South Africa	RN 66/5169	1966
		South Africa	RN 67/1391	1967
		South Korea	RN 129459	1986
		Spain	RN 603129	1972
		Sweden	RN 120581	1967
		Taiwan	RN 328389	1986
		Thailand	RN 86654	1981
		Turkey	RN 46211	1972
		Uruguay	RN 272.756	1996
		Venezuela	RN 11934	1958
		Venezuela	RN 22.662-D	1987

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve Management Company	DURA SEAL	Argentina	RN 527070	1964
		Australia	RN A166362	1961
		Bahrain	RN 9655	1985
		Benelux	RN 033986	1971
		Brazil	RN 384364	1968
		Canada	RN 9678	1937
		China	RN 780617	1995
		Czec. Republic	RN 178691	1992
		Ecuador	RN 4759	1995
		France	RN 47714	1939
		Germany	RN 909544	1966
		Great Britian	RN 609037	1940
		Hungary	RN 136019	1992
		India	RN 210230	1962
		Indonesia	RN 120468	1977
		Iran	RN 38061	1972
		Israel	RN 36260	1972
		Italy	RN 218995	1967
		Japan	RN 557204	1960
		Kuwait	RN 6807	1974
		Mexico	RN 39919	1939
		New Zealand	RN B131581	1980
		Nigeria	RN 27231	1973
		Paraguay	RN 181.028	1995
		Peru	RN 13453	1995
		Phillipines	RN 23124	1976
		Poland	RN 82721	1992
		Saudi Arabia	RN 92/23	1980
		Singapore	RN 61099	1974
		Slovakia	RN 175122	1992
		South Africa	RN 63/0686	1963
		South Korea	RN 129458	1986
		Taiwan	RN 328388	1986
		Thailand	RN 77295	1981
		Turkey	RN 46426	1972
		Venezuela	RN 11933	1939
Flowserve Management Company	DURCO	China	358021	8/20/1989
		France	1483334	9/9/1968
		India	418546	3/5/1984
		India	418547	3/5/1984
		Italy	547399	9/9/1968
		Mexico	90568	8/13/1957
		Mexico	90569	10/19/1957
		Taiwan	278199	5/16/1985
		South Korea	104174	8/10/1984
		UK	782884	10/16/1958
Flowserve Management Company	DURCO (IN CHINESE)	China	358019	8/20/1989
Flowserve Management Company	DURCO-CAST	Canada	136531	7/10/1964

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GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve Management Company	DURCO-D	Argentina	1615654	9/16/1996
		Argentina	156695	1/2/1996
		Argentina	113245/8	10/28/1963
		Australia	A172743	3/22/1962
		Australia	A172744	3/22/1962
		Benelux	40702	5/28/1971
		Brazil	750152842	2/16/1982
		Brazil	004067282	9/2/1970
		Brazil	3693198	3/11/1978
		Canada	128754	11/6/1962
		Chile	330102	4/28/1988
		France	1389966	1/19/1987
		Germany	783072	3/7/1963
		India	215280	5/1/1963
		International Reg	368605	3/25/1970
		Italy	413319	3/6/1962
		Mexico	110692	3/20/1962
		Mexico	110691	3/20/1962
		Peru	10765	3/16/1972
		Peru	10548	3/16/1972
		Peru	10766	3/16/1972
		South Africa	62/0682	3/5/1962
		South Korea	165048	12/21/1988
		Venezuela	44835	4/8/1963
		Venezuela	44836	4/8/1963
		Venezuela	44837	4/8/1963
		Venezuela	64187	3/26/1971
		UK	833681	4/25/1962
		UK	846573	3/18/1963
		UK	850693	6/21/1963
		UK	950481	11/3/1969
		UK	833682	4/25/1962
		UK	833683	4/25/1962
		UK	846574	3/18/1963
Flowserve Management Company	DURCO-D (IN CHINESE)	China	258472	8/10/1986
		China	259910	3/20/1996
Flowserve Management Company	DURCOMETER	Canada	TMA288833	1984
Flowserve Management Company	DURCON	Canada	103755	7/6/1956
		UK	744126	7/6/1955
Flowserve Management Company	DURCOPUMP	Canada	UCA15306	7/18/1941
		UK	782885	10/16/1958

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GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve Management Company	DURICHLOR	UK	943818	6/9/1969
		UK	943819	6/9/1969
		International Reg	368601	3/25/1970
		Argentina	1315522	1988
		Argentina	1315523	1988
		Argentina	1315526	1988
		Argentina	1315525	1988
		Argentina	1315521	1988
		France	1483333	1968
		Italy	547398	1968
Flowserve Management Company	DURIMET	Benelux	33460	5/19/1971
		South Korea	107674	11/29/1984
		France	1483452	1968
		Italy	0550084	1968
Flowserve Management Company	DURIRON	Argentina	1315519	10/27/1988
		Argentina	1315520	10/27/1988
		Argentina	1315518	10/27/1988
		Benelux	33452	5/19/1971
		Brazil	002468808	2/3/1981
		Brazil	006075851	4/25/1985
		Canada	TMDA29960	12/1/1921
		Chile	326316	4/25/1957
		Chile	357611	4/17/1970
		France	1423120	6/18/1952
		India	418545	3/5/1984
		International Reg	368604	3/25/1970
		Italy	339499	12/21/1956
		Mexico	20277	12/14/1921
		South Africa	84/6546	7/24/1984
		South Africa	84/6547	7/24/1984
		South Korea	107833	12/6/1984
		Spain	91228	9/22/1932
		Spain	86177	7/7/1931
		Spain	91227	2/14/1933
		Taiwan	268088	12/16/1984
		UK	421025	11/29/1921
Flowserve Management Company	DURIRON (IN CHINESE)	China	258471	8/10/1986
		China	259911	8/20/1986
		China	358018	8/20/1989
Flowserve Management Company	ENZINGER	Canada	RN 107692	1957
Flowserve Management Company	FIVE STAR SEAL	Canada	TMA373450	9/14/1990
Flowserve Management Company	FIVE STAR SEAL DESIGN (DOUBLE)	Canada	TMA370794	7/13/1990
Flowserve Management Company	FIVE STAR SEAL DESIGN (SINGLE)	Canada	TMA371345	7/27/1990
Flowserve Management Company	GASPAC	Germany	396344321	10/15/1996

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve Management Company	GASPAC	Canada UK Malaysia Singapore	467701 2018793 95/13380 11912/95	12/16/1996 4/26/1995 12/8/1995
Flowserve Management Company	HELITORK	Canada Italy	RN282225 RN 413372	1983 1986
Flowserve Management Company	LIFECHAMBER	Canada Canada	RN TMA385799 RN TMA398208	1991 1992
Flowserve Management Company	LIFESHIELD	Canada Canada	TMA425667 TMA425661	1994 1994
Flowserve Management Company	PETCH	Indonesia	RN 268397	1991
Flowserve Management Company	SLEEVELINE	Benelux Canada France Italy	RN 33459 RN 171469 RN 1483454 RN 0550082	1971 1970 1968 1968
Flowserve Management Company	T-LINE	Canada France Italy	RN 173563 RN 1483455 RN 0550083	1970 1978 1968
Flowserve Management Company	UNITED	Australia Benelux France Iran Italy Mexico Thailand	RN A158675 RN 490849 RN 1636285 RN 73859 RN 611343 RN 539198 RN TM42107	1960 1991 1991 1994 1993 1996 1995
Flowserve Management Company	*UNITED CENTRIFUGAL*	Argentina	1507406	2/28/1994
Flowserve Management Company	UNITED CENTRIFUGAL	Mexico	539199	11/6/1991
Flowserve Management Company	*UNITED PUMPS*	Canada	TMA409344	3/12/1993
Flowserve Management Company	*WILSON-SNYDER*	Mexico India	514129 270853B	11/16/1995 8/13/1973
Flowserve Management Company	WILSON-SNYDER	China	244200	2/27/1996
Flowserve Management Company	*UPC*	Canada	TMA452634	12/29/1995

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve Corporation	VALTEK	UK	1063895	6/4/1976
		UK	1063896	6/4/1976
		UK	1063897	6/4/1976
		Australia	600966	11/25/1996
		Brazil	817548130	2/25/1998
		China	1177794	5/21/1998
		Denmark	2020/74	6/28/1974
		France	93477871	7/26/1993
		Germany	20262319	4/15/1994
		Italy	694721	7/2/1977
		Japan	1407928	2/29/1980
		Norway	89814	12/14/1973
		Sweden	146507	3/22/1974
Flowserve Corporation	*VALTEK*	UK	1063894	6/4/1976
Flowserve Corporation	DURCO-D	Argentina	1615655	9/16/1996
Flowserve Corporation	FLOWSERVE	Argentina	1.721.932	2/16/1999
		Argentina	1.721.931	2/16/1999
		Australia	750973	7/3/1998
		Canada	520991	1/4/2000
		Chile	519.695	8/19/1998
		Chile	519.696	8/19/1998
		China	1279596	5/28/1999
		China	1293761	7/14/1999
		Czech Republic	217863	5/27/1999
		European Com.	707901	12/16/1999
		Hungary	156813	6/21/1999
		Indonesia	432025	2/10/1998
		Indonesia	432026	2/10/1998
		Mexico	579538	6/29/1998
		New Zealand	286127	6/20/1997
		New Zealand	286128	6/17/1998
		Norway	195411	1/21/1999
		Peru	46832	6/24/1998
		Peru	46833	6/24/1998
		Singapore	T97/15408H	6/20/1997
		Slovenia	Z9870142	10/5/1998
		South Korea	443203	3/4/1999
		South Korea	40-448007	5/18/1999
		Switzerland	456623	10/12/1998
Flowserve FCD Corporation	AUTOMAX	Benelux	542479	9/1/1994
		Germany	2101813	11/21/1996
		UK	1555542	12/3/1993
		UK	1555501	12/3/1993
		Saudi Arabia	316/55	8/8/1994
		Saudi Arabia	316/56	8/8/1994
		Singapore	S/9706/93	12/8/1993
Flowserve FCD Corporation	AUTOMAX (STYLIZED)	Australia	617760	12/3/1993
		Australia	617761	12/3/1993
		Italy	00678836	5/17/1996

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GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Flowserve FCD Corporation	AUTOMAX INC & DESIGN	France South Korea South Korea South Africa South Africa Spain Spain	93/495315 316236 307062 93/11482 93/11483 1793584 1793585	12/6/1993 6/26/1995 1/25/1995 12/3/1993 12/3/1993 12/9/1993 12/9/1993
Flowserve FCD Corporation	KAMMER	Australia Brazil France Germany UK	A600968 817553762 93477872 2062764 1527113	9/19/1994 12/19/1995 7/26/1993 4/20/1994 2/25/1993
Flowserve FSD Corporation	DURA	Italy	RN 175446	1961
Flowserve FSD Corporation	DURAFITE	Canada Germany	RN 179128 RN 893562	1971 1970
Flowserve FSD Corporation	DURAFLON	Argentina	RN 1073602	1984
Flowserve FSD Corporation	DURA HOOKS	Canada	RN 9928	1937
Flowserve FSD Corporation	DURA LAPPER	Canada	RN 141841	1965
Flowserve Corporation	QUADRA PRESS	Canada	RN 254349	1981
Flowserve RED Corporation	NONE			
Flowserve FSD Corporation	NONE			
Flowserve International, Inc.	NONE			
BW/IP – New Mexico, Inc.	NONE			
Flowserve International, LLC	NONE			
Durametallic Australia Holding Company	NONE			
Flowserve Finance B.V.	NONE			
Flowserve International Limited	NONE			

A. FLOWSERVE TRADEMARKS

4. Non-U.S. Trademark Applications

GRANTOR	TRADEMARK	COUNTRY	APPLICATION NUMBER	FILING DATE
Flowserve Management Company	BW SEALS	Malaysia	Pending	--
Flowserve Management Company	*BW SEALS*	Venezuela	666190	8/6/1999
Flowserve Management Company	BW/IP DESIGN	Malaysia	Pending	--
		Malaysia	Pending	--
Flowserve Corporation	VALTEK	India	Pending	--
Flowserve Corporation	FLOWSERVE & DESIGN	Brazil	Published	--
		Brazil	Published	--
Flowserve Corporation	FLOWSERVE	Brazil	Published	--
		Brazil	Published	--
		Croatia	Pending	--
		India	Pending	--
		India	Pending	--
		Japan	Published	--
		Malaysia	Pending	--
		Malaysia	Pending	--
		Mexico	Pending	--
		Morocco	Pending	--
		Saudi Arabia	Pending	--
		Saudi Arabia	Pending	--
		Singapore	Published	--
		Slovak Republic	Pending	--
		Slovak Republic	Pending	--
		South Africa	Pending	--
		South Africa	Pending	--
		Venezuela	Published	--
		Venezuela	Published	--
		Russian Fed	Pending	--
Flowserve FCD Corporation	AUTOMAX	India	Pending	--
		India	Pending	--
		Singapore	Pending	--
Flowserve RED Corporation	NONE			
Flowserve FSD Corporation	NONE			
Flowserve International, Inc.	NONE			
BW/IP – New Mexico, Inc.	NONE			
Flowserve International, LLC	NONE			
Durametallic Australia Holding Company	NONE			
Flowserve Finance B.V.	NONE			
Flowserve International Limited	NONE			

TRADEMARK
REEL: 002141 FRAME: 0386

B. INVATEC TRADEMARKS

1. U.S. Trademark Registrations

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Innovative Valve Technologies, Inc.	INNOVATIVE VALVE TECHNOLOGIES, INC.	2304575	12/28/99
Innovative Valve Technologies, Inc.	INVATEC	2304574	12/28/99
Innovative Valve Technologies, Inc.	PWR. SEAL TECHNOLOGY	2,283,194	10/15/99
The Safe Seal Company, Inc.	SAFE SEAL & design	2,194,856	10/13/98
IPSCO Holding, Inc.	IPSCO	0753197	7/23/63
Plant Maintenance	NONE		
Varco Valve, Inc.	NONE		
Colonial Equipment & Service Co., Inc.	NONE		
CECORP, Inc.	NONE		
DIVT Acquisition-Delaware, LLC	NONE		
DIVT Subsidiary, LLC	NONE		
Southern Valve Service	NONE		
L.T. Koppl Industries	NONE		
Koppl Company	NONE		
Koppl Industrial Systems, Inc.	NONE		
Harley Industries, Inc.	NONE		
Koppl Company of Arizona	NONE		
Seeley & Jones, Incorporated	NONE		
GSV, Inc.	NONE		
IPSCO-Florida, Inc.	NONE		
International Piping Services Company	NONE		
Cypress Industries, Inc.	NONE		
DALCO, LLC	NONE		
Plant Specialties, Inc.	NONE		
Energy Maintenance, Inc.	NONE		
Preventive Maintenance, Inc.	NONE		
Production Machine Incorporated	NONE		
ICE Liquidating, Inc.	NONE		
Valve Repair of South Carolina, Inc.	NONE		
Flickinger-Benicia Inc.	NONE		
Puget Investments, Inc.	NONE		
Steam Line Supply & Rubber Co., Inc.	NONE		
Flickinger Company	NONE		
Boyden Inc.	NONE		
Valve Actuation & Repair Co.	NONE		

TRADEMARK
REEL: 002141 FRAME: 0387

B. INVATEC TRADEMARKS

2. U.S. Trademark Applications

NONE

3. Non-U.S. Trademark Registrations

NONE

4. Non-U.S. Trademark Applications

NONE

TRADEMARK
REEL: 002141 FRAME: 0388

C. IDP TRADEMARKS

1. U.S. Trademark Registrations

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Ingersoll-Dresser Pump Company	AKTIV-RUDER	0695564	4/5/1960
Ingersoll-Dresser Pump Company	BRUTE JR	1778681	6/29/1993
Ingersoll-Dresser Pump Company	CHEMLINER	0973917	11/27/1973
Ingersoll-Dresser Pump Company	CLEAN-LOCK	1710041	8/25/1992
Ingersoll-Dresser Pump Comp any	FAST RESPONSE CENTER	1121582	7/3/1979
Ingersoll-Dresser Pump Company	GEAREX (STYLIZED)	0585955	2/23/1954
Ingersoll-Dresser Pump Company	HYDREX	0606355	5/24/1955
Ingersoll-Dresser Pump Company	IDP LOGO	1848852	8/9/1994
Ingersoll-Dressner Pump Company	P & DESIGN	0622620	3/6/1956
Ingersoll-Dresser Pump Company	PACIFIC	0591926	6/29/1954
Ingersoll-Dresser Pump Company	PLEUGER	2045357	3/18/1997
Ingersoll-Dresser Pump Company	PUMPTRAC & DESIGN	2013429	11/5/1996
Ingersoll-Dresser Pump Company	SCIENCO	1659448	10/8/1991
Ingersoll-Dresser Pump Company	SIER-BATH	0741577	12/4/1962
Ingersoll-Dresser Pump Company	WESTERN LAND ROLLER	1996129	8/20/1996
Ingersoll-Dresser Pump Company	WORTHINGTON	0641707	2/19/1957
Ingersoll-Dresser Pump	WORTHINGTON N & W	0945715 0692784	10/24/1972 2/9/1960
IDP Alternate Energy Company	NONE		
Energy Hydro, Inc.	NONE		

TRADEMARK
REEL: 002141 FRAME: 0389

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Pump Investments, Inc.	NONE		

C. IDP TRADEMARKS

2. U.S. Trademark Applications

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

GRANTOR	TRADEMARK	APPLICATION NUMBER	FILING DATE
Ingersoll-Dresser Pump Company	X-CAVALLOY	75707286	5/17/1999
Ingersoll-Dresser Pump Company	BARBARIAN	75676712	4/7/1999
Ingersoll-Dresser Pump Company	DESIGN (ILLUSTRATION OF BARBARIAN)	PENDING	
Ingersoll-Dresser Pump Company	PROS+	75655861	3/8/1999
IDP Alternate Energy Company	NONE		
Energy Hydro, Inc.	NONE		
Pump Investments, Inc.	NONE		

TRADEMARK
REEL: 002141 FRAME: 0391

C. IDP TRADEMARKS

3. Non-U.S. Trademark Registrations

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to Flowserve Management Company immediately after Closing).

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Ingersoll-Dresser Pump Company	AKTIV-RUDER	Benelux	R237252	--
		France	R237252	--
		Germany	664696	9/24/1951
		Intern'l Design	R237252	11/21/1960
		Spain	R237252	--
Ingersoll-Dresser Pump Company	ALDRICH	Canada	TMDA 39314	--
Ingersoll-Dresser Pump Company	CAMERON	Canada	121/28041	2/19/1986
Ingersoll-Dresser Pump Company	CLEAN-LOCK	Canada	TMA392819	1/10/1992
			TMA450179	11/17/1995
Ingersoll-Dresser Pump Company	GEAREX	Benelux	384827	9/28/1982
		Canada	132237	8/9/1963
Ingersoll-Dresser Pump Company	HYDREX	Benelux	384828	9/28/1982
		Canada	134070	1/3/1964
Ingersoll-Dresser Pump Company	IDP INGERSOLL-DRESSER PUMPS	Indonesia	365914	7/6/1995
		Indonesia	370229	7/6/1995
		Indonesia	373167	7/6/1995
Ingersoll-Dresser Pump Company	IDP LOGO	Algeria	049894	11/29/195
		Argentina	1506140	2/28/1994
		Argentina	1506141	2/28/1994
		Australia	593536	1/5/1993
		Australia	593538	1/5/1993
		Australia	659118	1/5/1993
		Austria	147697	6/23/1993
		Benelux	528270	1/15/1993
		Brazil	817240764	1/10/1995
		Brazil	817240772	5/23/1995
		Canada	TMA427902	5/27/1994
		China	798459	12/14/1995
		China	822508	3/14/1996
		China	799915	12/14/1995
		Chile	453959	12/11/1995
		Chile	467412	9/9/1996
		Colombia	172195	1/26/1995
		Colombia	171406	1/20/1995
		Costa Rica	86750	4/25/1994
		Costa Rica	84221	10/14/1993
		Denmark	VR081491995	12/1/1995
		Ecuador	1209-97	4/28/1997
		Ecuador	550-97	4/28/1997
		Ecuador	551-97	4/28/1997
		Finland	143741	4/22/1996
		France	93451897	1/22/1993
		Germany	2075241	1/8/1993

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GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
		Greece	124281	5/10/1995
		Hong Kong	B04012/1997	6/8/1995
		Hong Kong	B09594/1997	6/8/1995
		Hong Kong	B09593/1997	6/8/1995
		Hungary	147483	9/14/1995
		Iran	79008	4/23/1996
		Ireland, Rep. of	B1666568	4/25/1995
		Ireland, Rep. of	202043	7/1/1996
		Israel	98344	4/30/1995
		Israel	98345	4/30/1995
		Israel	98346	4/30/1995
		Italy	666822	1/26/1993
		Japan	3225117	11/29/1996
		Japan	3265253	2/24/1997
		Jordan	9172	4/21/1996
		Jordan	9171	4/2/1996
		Korea, South	330667	1/31/1996
		Korea, South	28587	9/14/1995
		Korea, South	331768	1/18/1996
		Mexico	438613	8/2/1993
		Mexico	505029	3/25/1993
		New Zealand	248571	4/27/1995
		New Zealand	248572	4/27/1995
		New Zealand	248573	4/27/1995
		Nigeria	55389	2/23/1993
		Norway	179628	2/6/1997
		Peru	9342	8/15/1994
		Peru	1790	4/4/1994
		Portugal	309651	5/6/1996
		Portugal	309653	5/6/1996
		Portugal	309654	5/6/1996
		Romania	23417	6/15/1994
		Russian Fed.	132875	6/23/1994
		Saudi Arabia	339/44	5/16/1995
		Saudi Arabia	339/45	5/16/1995
		Saudi Arabia	339/46	5/16/1995
		Singapore	S/B275/93	1/13/1993
		Singapore	T93/00274G	1/13/1993
		South Africa	95/05647	5/2/1995
		South Africa	95/05648	5/2/1995
		South Africa	95/05649	5/2/1995
		Spain	1742151	1/29/1993
		Spain	1742152	1/29/1993
		Sweden	311096	4/4/1996
		Switzerland	403673	2/4/1993
		Switzerland	409245	4/1/1993
		Taiwan	74683	3/1/1995
		Taiwan	678390	4/15/1995
		Taiwan	676627	3/31/1995
		Thailand	261269	7/27/1994
		Thailand	BOR2856	7/26/1994
		Tunisia	951375	10/23/1995
		Turkey	163994	9/18/1995

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
		Turkey	170364	9/18/1995
		UK	B1523024	12/31/1992
		Vietnam	10557	3/20/1993
		Zimbabwe	B679/94	5/11/1994
		Zimbabwe	B680/94	5/11/1994
		Zimbabwe	B681/94	5/11/1994
Ingersoll-Dresser Pump Company	MONOBLOC	Algeria	044988	2/19/1966
		Austria	21508	2/27/1951
		France	92423560	6/16/1992
Ingersoll-Dresser Pump	NIIGATA-WORTHINGTON	Japan	49354	1/14/1957
Ingersoll-Dresser Pump Company	NIIGATA-WORTHINGTON (KATAKANA)	Japan	494355	1/14/1957
Ingersoll-Dresser Pump Company	P & DESIGN	Colombia	125406	12/12/1988
		Germany	1021743	2/18/1981
		Jordan	19659	2/11/1982
		Korea, South	83789	9/10/1982
		Germany	545478	1/24/1941
		Japan	176997	9/26/1984
Pleuger Worthington GMBH	P & DESIGN	Mexico	253672	4/15/1980
Ingersoll-Dresser Pump Company	PACIFIC	Argentina	1666563	9/30/1959
		Argentina	1666564	9/30/1959
		Australia	A127250	4/11/1956
		Austria	49220	12/3/1962
		Bangladesh	27507	10/5/1988
		Benelux	62720	9/24/1971
		Bolivia	54431-A	6/27/1989
		Brazil	003391612	8/22/1956
		Canada	NS68/17863	1/13/1943
		Canada	128775	11/16/1962
		Chile	451999	12/10/1965
		Colombia	139822	6/25/1992
		Denmark	VR023321965	9/4/1965
		Ecuador	710-90	4/6/1990
		France	1719792	7/25/1980
		Germany	688516	11/2/1954
		Greece	33333	4/3/1965
		India	210610	8/13/1962
		Iran	26725	4/22/1965
		Israel	24302	3/21/1965
		Italy	694846	4/24/1954
		Japan	488284	9/19/1956
		Korea, South	9723	4/2/1965
		Kuwait	2386	10/17/1965
		Mexico	80531	11/10/1954
		New Zealand	953440	7/5/1944
		Norway	67207	10/21/1965
		Paraguay	134770	6/30/1989
		Peru	37498	11/2/1965
		Philippines	12329	5/26/1966

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GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
		Portugal	129783	5/25/1966
		South Africa	62/2628	8/7/1962
		Sweden	106339	5/31/1963
		Taiwan	23742	10/1/1966
		Thailand	KOR29864	4/1/1995
		Turkey	119076	5/12/1965
		UK	B751119	2/20/1956
		Uruguay	303877	8/17/1966
		Venezuela	31189-F	10/4/1956
Ingersoll-Dresser Pump Company	PACIFIC (MANDARIN)	China	530868	10/10/1990
Ingersoll-Dresser Pump Company	PLEMA	France	R396448	--
		Intern'l Design	R396448	12/19/1972
		Liechtenstein	R396448	--
		Switzerland	R396448	--
Ingersoll-Dresser Pump Company	PLEUGER	Algeria	R467259	--
		Australia	A523499	11/16/1989
		Austria	R467267	--
		Canada	280382	6/17/1983
		Chile	413406	9/27/1993
		China	530863	10/10/1990
		Colombia	147082	5/21/1992
		Czech Republic	166564	8/28/1986
		Germany	1021744	2/18/1981
		Greece	70143	10/26/1981
		Intern'l Design	R467269	9/28/1981
		Italy	R4672699	--
		Japan	1885896	8/28/1986
		Japan	2014542	1/26/1998
		Japan	2207997	1/30/1990
		Jordan	20834	4/20/1983
		Korea, South	257166	1/13/1993
		Korea, South	82705	6/30/1982
		Morocco	R467269	--
		Portugal	215114	10/17/1988
		Portugal	215113	10/17/1998
		Romania	R467269	--
		Slovenia	7881112	--
		South Africa	81/8001	8/19/1981
		Switzerland	R467269	--
		Tunisia	R467269	--
		UK	1435951	8/13/1990
		Venezuela	117058-F	4/18/1986
		Venezuela	114275-F	9/23/1985
		Yugoslavia	27109	9/15/1983
Ingersoll-Dresser Pump Company	PLEUGER	Argentina	1273631	3/7/1998
		Argentina	1273632	3/7/1988
		Benelux	412115	9/23/1985
		Japan	2207997	6/30/1990
		Mexico	269420	4/15/1980
		Spain	828086	9/30/1976
		Spain	828087	10/5/1978

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Ingersoll-Dresser Pump Company	PLEUGER	Slovak Republic	166564	8/28/1986
Ingersoll-Dresser Pump Company	PLEUGER & P (DESIGN)	Brazil Egypt France Jordan Jordan	007230664 65019 1737816 28428 28427	10/25/1980 12/15/1984 10/9/1981 12/3/1990 12/3/1990
Ingersoll-Dresser Pump Company	PLEUGER & P (DESIGN)	Philippines	39734	6/27/1998
Ingersoll-Dresser Pump Company	PLEUGER & P DESIGN	Taiwan	172547	2/16/1982
Ingersoll-Dresser Pump Company	PLEUGER & PLEUGER SEE REMARKS	Taiwan	172546	2/16/1982
Ingersoll-Dresser Pump Company	PLEUGER (CHINESE CHARACTERS)	Taiwan	172545	2/16/1982
Ingersoll-Dresser Pump Company	PLEUGER (MANDARIN)	China	530870	10/10/1990
Ingersoll-Dresser Pump Company	PLEUGER-PUMPE	Germany	521654	1/23/1940
Ingersoll-Dresser Pump Company	SIER-BATH	Benelux France Germany Italy Japan Canada	384826 1420115 808839 409304 652223 TMA453078	9/28/1982 6/4/1962 5/2/1962 6/26/1962 9/8/1964 1/26/1996
Ingersoll-Dresser Pump Company	WASSERSTANDSWACHTER	Germany	454359	1/12/1933
Ingersoll-Dresser Pump Company	WORTHINGTON	Algeria Australia Austria Brazil Canada Egypt France Germany Germany India Ireland, Rep. of Ireland, Rep. of Italy Morocco New Zealand Norway Paraguay	052062 A32253 24604 003299457 TMDA02715 9511 1719794 785822 631079 7542 48179 32244 334337 45536 B20315 10709 167252	1/10/1952 -- 11/30/1951 4/16/1966 7/16/1986 6/23/1943 3/9/1990 10/17/1962 10/18/1962 11/9/1942 10/27/1984 6/21/1956 11/1/1990 7/5/1937 4/17/1983

GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
		Mexico	345651	9/11/1986
		New Zealand	B71515	8/10/1962
		Nicaragua	10061	10/23/1959
		Norway	54110	6/17/1959
		Pakistan	37565	8/22/1962
		Panama	8642	4/12/1965
		Paraguay	137393	7/6/1989
		Peru	057243	4/29/1985
		Portugal	178044	10/4/1962
		Puerto Rico	12247	8/30/1962
		Romania	R2665	11/17/1951
		Samoa	1272	6/7/1974
		South Africa	88/1405	2/24/1988
		Spain	407727	1/9/1963
		Spain	407725	1/9/1963
		Spain	407724	1/9/1963
		Spain	407729	1/15/1963
		Spain	407730	3/20/1967
		Spain	407728	8/28/1962
		Sweden	89544	5/20/1960
		Switzerland	320566	1/18/1962
		Syria	10572	8/5/1959
		Taiwan	354221	1/16/1987
		Tanganyika	18466	12/31/1980
		Turkey	108317	2/16/1962
		Uganda	15291	2/14/1980
		UK	B839392	9/18/1962
		Uruguay	280992	8/31/1964
		Venezuela	43704F	2/4/1963
		Zanzibar	83/1987	12/19/1980
		Zimbabwe	B112/88	3/4/1988
Ingersoll-Dresser Pump Company	WORTHINGTON (MANDARIN)	China	530869	10/9/1990
Ingersoll-Dresser Pump Company	WORTHINGTON SIMPSON	Malaysia	M/82471	5/25/1979
		Malaysia	M/82472	5/25/1979
		Malaysia	M/82470	5/25/1979
		Singapore	S/1348/85	3/28/1985
		Singapore	S/1349/85	3/28/1985
		Singapore	01350	3/28/1985
		Singapore	01351	3/28/1985
		Singapore	80485	5/23/1979
		Singapore	80488	5/23/1979
		Singapore	80486	5/23/1979
		Singapore	80487	5/23/1979
		UK	899194	9/8/1966
		UK	899195	9/8/1966
		UK	899196	9/8/1966
		UK	899197	9/8/1966
Ingersoll-Dresser Pump Company	WORTHITE	Algeria	044987	6/17/1948
Ingersoll- Dresser Pump Company	X-CAVALLOY	Austria	161571	12/31/1995
		Benelux	581951	8/3/1995

TRADEMARK
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GRANTOR	TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
		China	1289361	6/28/1999
		Denmark	VR015321998	3/27/1998
		Finland	212294	12/15/1998
		France	95584375	8/10/1995
		Germany	39531732	8/2/2005
		Italy	730621	9/20/1995
		Japan	4312981	9/10/1999
		Korea, South	436662	12/30/1998
		Mexico	577363	3/9/1998
		Norway	190988	6/18/1998
		Poland	R-103163	8/25/1995
		Portugal	311811	7/9/1996
		Spain	1980408	8/3/1995
		Switzerland	430859	7/28/1995
		UK	2028853	3/29/1996
IDP Alternate Energy Company	NONE			
Energy Hydro, Inc.	NONE			
Pump Investments, Inc.	NONE			

C. IDP TRADEMARKS

4. Non-U.S. Trademark Applications

(All Ingersoll-Dresser Pump Company Patents to be assigned to Flowserve Management Company immediately after Closing).

GRANTOR	TRADEMARK	COUNTRY	APPLICATION NUMBER	FILING DATE
Ingersoll-Dresser Pump Company	IDP LOGO	Egypt Egypt Egypt India Kuwait Kuwait Kuwait Lebanon Malaysia Malaysia Malaysia Pakistan Qatar Qatar Qatar Venezuela Venezuela	PENDING PENDING PENDING PENDING PENDING PENDING PENDING PENDING PENDING PENDING PENDING PENDING PENDING PENDING PENDING PENDING PENDING	
Ingersoll-Dresser Pump Company	PLEUGER	Bosnia-Herz. Croatia	PENDING PENDING	-- --
Ingersoll-Dresser Pump Company	WORTHINGTON N & W (DESIGN)	Philippines	PENDING	
Ingersoll-Dresser Pump Company	X-CAVALLOY	Brazil Canada Czech Republic India Romania Slovak Rep. South Africa Sweden Taiwan Turkey Venezuela	PENDING PUBLISHED PUBLISHED PENDING PENDING PENDING PENDING PENDING PUBLISHED PENDING PUBLISHED	
IDP Alternate Energy Company	NONE			
Energy Hydro, Inc.	NONE			
Pump Investments, Inc.	NONE			

TRADEMARK
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C. IDP TRADEMARKS

1. U.S. Trademark Registrations

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned to [redacted] immediately after Closing).

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Ingersoll-Dresser Pump Company	AKTIV-RUDER	0695564	4/5/1960
Ingersoll-Dresser Pump Company	BRUTE JR	1778681	6/29/1993
Ingersoll-Dresser Pump Company	CHEMLINER	0973917	11/27/1973
Ingersoll-Dresser Pump Company	CLEAN-LOCK	1710041	8/25/1992
Ingersoll-Dresser Pump Comp any	FAST RESPONSE CENTER	1121582	7/3/1979
Ingersoll-Dresser Pump Company	GEAREX (STYLIZED)	0585955	2/23/1954
Ingersoll-Dresser Pump Company	HYDREX	0606355	5/24/1955
Ingersoll-Dresser Pump Company	IDP LOGO	1848852	8/9/1994
Ingersoll-Dressner Pump Company	P & DESIGN	0622620	3/6/1956
Ingersoll-Dresser Pump Company	PACIFIC	0591926	6/29/1954
Ingersoll-Dresser Pump Company	PLEUGER	2045357	3/18/1997
Ingersoll-Dresser Pump Company	PUMPTRAC & DESIGN	2013429	11/5/1996
Ingersoll-Dresser Pump Company	SCIENCO	1659448	10/8/1991
Ingersoll-Dresser Pump Company	SIER-BATH	0741577	12/4/1962
Ingersoll-Dresser Pump Company	WESTERN LAND ROLLER	1996129	8/20/1996
Ingersoll-Dresser Pump Company	WORTHINGTON	0641707	2/19/1957
Ingersoll-Dresser Pump	WORTHINGTON N & W	0945715 0692784	10/24/1972 2/9/1960
IDP Alternate Energy Company	NONE		
Energy Hydro, Inc.	NONE		

GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Pump Investments, Inc.	NONE		

C. IDP TRADEMARKS

2. U.S. Trademark Applications

(All Ingersoll-Dresser Pump Company Intellectual Property to be assigned t[redacted] immediately after Closing).

GRANTOR	TRADEMARK	APPLICATION NUMBER	FILING DATE
Ingersoll-Dresser Pump Company	X-CAVALLOY	75707286	5/17/1999
Ingersoll-Dresser Pump Company	BARBARIAN	75676712	4/7/1999
Ingersoll-Dresser Pump Company	DESIGN (ILLUSTRATION OF BARBARIAN)	PENDING	
Ingersoll-Dresser Pump Company	PROS+	75655861	3/8/1999
IDP Alternate Energy Company	NONE		
Energy Hydro, Inc.	NONE		
Pump Investments, Inc.	NONE		

TRADEMARK
REEL: 002141 FRAME: 0402

SECURITY AGREEMENT dated as of August 8, 2000, among FLOWSERVE CORPORATION, a New York corporation (the "*Borrower*"), each Subsidiary of the Borrower listed on Schedule I hereto (each such Subsidiary individually a "*Guarantor*" and collectively, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and BANK OF AMERICA, N.A., a national banking association (*"BofA"*), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of August 8, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*Lenders*"), Credit Suisse First Boston, as syndication agent, and BofA, as swingline lender, administrative agent and Collateral Agent and (b) the Guarantee Agreement dated as of August 8, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents, (d) the due and punctual payment and performance of all obligations of the Borrower under each Hedging Agreement entered into with any counterparty that was a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement was entered into, (e) the due and punctual payment and performance of all obligations of the Borrower and the Guarantors pursuant to the ABN Standby Credit not incurred in violation of the Credit Agreement, and (f) each payment required to be made by the Borrower or any Guarantor in respect of any Fifth Third Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements and interest thereon (all the monetary and other obligations described in the preceding clauses (a) through (f) being collectively referred to as the "*Obligations*").