

07-05-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Messer Grieshem Industries, Inc.

- 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: Chase Manhattan International Limited

Internal Address:

Street Address: 9 Thomas Moore Street City: London State: Great Britain Zip: E1 9YT

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 6/25/01

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

A. Trademark Application No.(s) 74/300,306 74/446,943 75/197,761 74/300,308 75/124,513 75/268,651 74/300,307 75/197,757

B. Trademark Registration No.(s) 1,682,643 1,716,584 2,074,398 1,649,702 2,037,679 870,886 1,427,376

Additional number(s) attached Yes No

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

Name: Erica Hall

Internal Address: Clifford Chance Rogers and Wells LLP

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 3.41) \$ 540.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

18-1843

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing: Cindy O'Carry

Signature: Cindy O'Carry

Date: June 22, 2001

Total number of pages including cover sheet, attachments, and document: 8

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

07/05/2001 LMJELIEP 00000024 181843 74300306

01 FC:481 40.00 Ch 02 FC:482 500.00 Ch

Additional Application number(s) or
registration number(s)

75/296,202

75/244,067

75/367,150

75/614,865

74/550,873

76/114,468

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2001 by Messer Grieshem Industries, Inc. (the "**Grantor**") in favor of Chase Manhattan International Limited, as security trustee for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "**Security Trustee**").

WITNESSETH:

WHEREAS, pursuant to the Facilities Agreement, dated on or about the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Senior Credit Agreement**") between, *inter alios*, (1) Cornelia Verwaltungsgesellschaft GmbH, (2) certain financial institutions party thereto (the "**Senior Lenders**"), (3) Chase Manhattan International Limited as agent for the Senior Lenders (the "**Senior Agent**"), (4) the Security Trustee and (5) Goldman Sachs International, Bayerische Hypo-Und Vereinsbank AG, J.P. Morgan plc and The Royal Bank of Scotland plc as joint lead arrangers (the "**Senior Arrangers**"), the Senior Lenders have severally agreed to make available certain loan facilities upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Mezzanine Term Facility Agreement, dated on or about the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Mezzanine Facility Agreement**") between, *inter alios*, (1) Cornelia Verwaltungsgesellschaft GmbH, (2) certain financial institutions party thereto (the "**Mezzanine Lenders**"), (3) HypoVereinsbank Luxembourg Société Anonyme as agent for the Mezzanine Lenders (the "**Mezzanine Agent**"), (4) the Security Trustee and (5) Goldman Sachs International, Bayerische Hypo-Und Vereinsbank AG and The Royal Bank of Scotland plc (the "**Mezzanine Arrangers**"), the Mezzanine Lenders have severally agreed to make extensions of credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a Guarantor under the Senior Credit Agreement and the Mezzanine Facility Agreement pursuant to which it has guaranteed the obligations of each Borrower under the Finance Documents and the Mezzanine Finance Documents; and

WHEREAS, the Grantor is a party to a Pledge and Security Agreement of even date herewith in favor of the Security Trustee (the "**Security Agreement**") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Senior Lenders and the Security Trustee to enter into the Senior Credit Agreement and to induce the Senior Lenders to make their respective extensions of credit to the Borrowers thereunder and to induce the Mezzanine Lenders and the Security Trustee to enter into the Mezzanine Facility Agreement and to induce the Mezzanine Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Security Trustee as follows:

Section 1 - Defined Terms

Unless otherwise defined herein, terms defined in the Senior Credit Agreement or in the Mezzanine Facility Agreement or in the Security Agreement and used herein have the meaning given to them in the Senior Credit Agreement or in the Mezzanine Facility Agreement or the Security Agreement.

Section 2 - Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Security Trustee for the benefit of the Secured Parties, and grants to the Security Trustee for the benefit of the Secured Parties a lien on and security interests in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 - Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Trustee pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**MESSER GRIESHEIM
INDUSTRIES, INC.**

By:

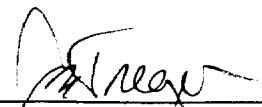

Name:

Title:

ACCEPTED AND AGREED:

CHASE MANHATTAN INTERNATIONAL LIMITED
as Security Trustee

By:


Name: James B. Treger
Title: Vice President