

01-04-2002



101934492

TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office

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

1. Name of conveying party(ies): 12/28/01  
 Beacon Industrial Group LLC

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporations  
 Other Limited Liability Corporation

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Amendment No. 2 to Security Agreement, dated October 2, 1998, as amended.

Execution Date: December 27, 2001

2. Name and address of receiving party(ies):  
 Name: ING (U.S.) Capital LLC, as agent  
 Internal Address: \_\_\_\_\_  
 Street Address: 1325 Avenue of the Americas

City: New York State: NY ZIP: 10019

Country: U.S.A/

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? :  Yes  No

4. Application number(s) or trademark number(s):  
 If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s)  
 See attached list

B. Trademark No.(s)  
 See Attached List

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Nora A. Whitescarver  
 Internal Address: Mayer Brown & Platt  
 Street Address: 1909 K Street, NW  
 City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 42  
 7. Total fee (37 CFR 3.41): \$1065.00  
 Enclosed (Check No. 1229)  
 Authorized to be charged to deposit account  
 8. Deposit account number: \_\_\_\_\_

01/04/2002 ANNED1 00000045 75516212  
 01 FC:481 40.00 OP  
 02 FC:482 1025.00 OP

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

DO NOT USE THIS SPACE

9. Statement and signature.  
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
Nora A. Whitescarver Nora A. Whitescarver December 28, 2001  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 49

## BEACON INDUSTRIAL GROUP, LLC

### U.S. Federal Trademark Registrations and Applications

OUR FILE NO.	TRADEMARK	REG No./DATE	GOODS/SERVICES	REGISTRATION NO./DATE	COMPANY	RENEWAL DATE
020113.501	BEACON	PENDING	METAL STAMPING FOR INDUSTRIAL USE - 006 MEDICAL AIR SYSTEMS COMPRISED OF COMPRESSORS, DRYERS, CONTROL PANELS, RECEIVER TANKS, AIR FILTERS, AIR REGULATIONS, CARBON DIOXIDE MONITORS, AND DEW POINT MONITORS USED TO SUPPLY MEDICAL GRADE COMPRESSED AIR IN HEALTHCARE FACILITIES; MEDICAL GAS DISTRIBUTION SYSTEMS COMPRISING GAS OUTLETS, GAS ALARMS, GAS VALVES, GAS VALVE BOXES, MANIFOLDS AND HOSES FOR CONTROLLING, MONITORING, AND DISTRIBUTING MEDICAL GASES IN HEALTHCARE FACILITIES; MEDICAL VACUUM SYSTEMS COMPRISED OF VACUUM PUMPS, CONTROL PANELS AND AIR RECEIVER TANKS FOR USE IN SUPPLYING A SUCTION SOURCE THROUGHOUT HEALTHCARE FACILITIES - 010 WATER-FILTERING UNITS FOR INDUSTRIAL USE; AND INDUSTRIAL AIR FILTRATION SYSTEMS COMPRISED OF FANS, BLOWERS, FILTERS AND CONDUITS FOR USE IN FILTERING AIR IN THE TEXTILE, WOODWORKING AND GAS TURBINE INDUSTRIES - 011	75/516,212 7/9/98	BEACON INDUSTRIAL GROUP, LLC	
020113.506	ARAFIL	2,165,740 6/16/98	NONWOVEN FIBER-SUPPORTED ARAMID FELTS FOR INDUSTRIAL AIR FILTER BAGS	72/290,789 5/12/97	MENARDI MIKROPUL LLC	16 JUNE 2008
020113.508	CHEMFLEX	1,854,362 9/20/94	FINISH OR TREATMENT FOR LUBRICITY PURPOSES SOLD AS A COMPONENT OF WOVEN AND NON-WOVEN FIBERGLASS OR SYNTHETIC FABRICS FOR INDUSTRIAL AIR FILTER BAGS	74,373,212 3/29/93	MENARDI MIKROPUL LLC	20 SEP. 2004
020113.509	DIAMOND TITE	1,780,028 10/13/99	SPRINGS FOR INDUSTRIAL AIR FILTERS	74/249,655 7/6/93	MENARDI MIKROPUL LLC	6 JUL. 2003
020113.510	E-Z TITE	1,809,009 12/7/99	OPEN ENDED CAPS FOR INDUSTRIAL AIR FILTERS	74,365,012 3/5/93	MENARDI MIKROPUL LLC	7 DEC. 2003
020113.511	GRAF-O-SIL	951,424 6/1/93	FINISH OR TREATMENT FOR LUBRICITY PURPOSES ONLY AS A COMPONENT OF GLASS FIBER TEXTILES, THE TREATMENT COMPOSITION COMPRISING GRAPHITE AND A SILICONE	72/348,997 1/19/70	MENARDI MIKROPUL LLC	23 JAN. 2003
020113.512	HCE (AND DESIGN)	577,947 9/23/93	FINISH OR TREATMENT FOR LUBRICITY PURPOSES SOLD AS A COMPONENT OF WOVEN AND NON-WOVEN FIBERGLASS OR SYNTHETIC FABRICS FOR INDUSTRIAL AIR FILTER BAGS	71/630,791 6/5/52	MENARDI MIKROPUL LLC	28 JUL. 2003

OUR FILE NO.	TRADEMARK	REG. No./DATE	REG. No.	DESCRIPTION	CLASS	COMPANY	DATE
020113.537	M-C PAL	2,043,452 3/11/97	75/080,661 3/29/96	PARTS OF INDUSTRIAL DUST COLLECTING AND AIR FILTRATION UNITS, NAMELY, AIRLOCKS USING FLUIDIZABLE MATERIAL TO PROVIDE A SEAL BETWEEN TWO DIFFERENT PRESSURE ENVIRONMENTS FOR USE IN INDUSTRIAL FILTRATION AND POWDER PRODUCTION PLANTS		MENARDI MIKROPUL LLC	11 MAR. 2007
020113.538	MIKROTEMP	PENDING	75/483,009 5/11/98	CERAMIC COATED FILTER BAG AND RETAINER SYSTEM, USED FOR INCREASING TEMPERATURE AND CHEMICAL RESISTANCE IN INDUSTRIAL FILTRATION		MENARDI MIKROPUL LLC	15 JAN. 2010
020113.545	MIKROTEX	1,129,207 6/19/85	73/193,792 11/20/78	FABRIC FILTER TYPE DUST COLLECTORS		MENARDI MIKROPUL LLC	24 NOV. 2002
020113.554	POP-TOP	1,734,635	74/256,617 3/18/92	AIR FILTERS FOR INDUSTRIAL INSTALLATIONS		MENARDI MIKROPUL LLC	15 OCT. 2004
020113.555	TUFLEX	995,833 12/15/94	72/446,312 1/18/73	HEARING AIDS		MENARDI MIKROPUL LLC	15 DEC. 2008
020113.572	SDF	2,210,338 12/15/98	75/290,795 5/12/97	COATINGS IN THE NATURE OF A FABRIC FINISH OR TREATMENT FOR FIBERGLASS OR SYNTHETIC WOVEN FABRICS USED IN INDUSTRIAL FILTRATION		MENARDI MIKROPUL LLC	11 MAR. 2007
020113.587	MIKRO-ECOPULSE	2,044,037 11 Mar 97	74/473,158 12/27/93	INSTALLATION FOR AIR POLLUTION CONTROL NAMELY, A LOW PRESSURE ACTIVATED DUST COLLECTOR FOR FILTERING AND REMOVING PARTICULATE FROM GASEOUS MEDIA MATERIAL - CLASS 11		MENARDI MIKROPUL LLC	20 FEB. 2006
020113.588 Missing File	MIKROPUL	1,957,035 20 Feb 96	74/473,287 12/27/93	INSTALLATIONS FOR HEATING, REFRIGERATING, DRYING, VENTILATING AND SANITARY PURPOSES INCLUDING AIR POLLUTION CONTROL DEVICES; PARTS THEREOF AND ACCESSORIES THEREFOR - CLASS 11		MENARDI MIKROPUL LLC	05 DEC. 2005
020113.611	MIKRO-PULSAIRE	1,939,193 5 Dec 95	74/473,220 12/27/93	INDUSTRIAL DUST COLLECTION AND AIR FILTRATION MACHINERY AND INSTALLATIONS (INCLUDED IN THIS CLASS); PARTS THEREOF AND ACCESSORIES THEREFOR - CLASS 11		MENARDI MIKROPUL LLC	27 DEC. 2004
020113.507	BLUFLEX	1,869,641 12/27/94	74/395,343 5/27/93	FINISH OR TREATMENT FOR LUBRICITY PURPOSES SOLD AS A COMPONENT OF WOVEN AND NON-WOVEN FIBERGLASS OR SYNTHETIC FABRICS FOR INDUSTRIAL AIR FILTER BAGS		MENARDI MIKROPUL LLC	06 JUN. 2012
018614.032	PARAFLO	1,692,804 6/9/92	74/121,083 12/6/90	INDUSTRIAL AIR FILTERS - 011		PNEUMAFIL CORP.	02 FEB. 2006
018614.038	PNEUMIA-STRIPE	1,381,489 2/4/86	73/497,884 9/4/84	TEXTILE MATERIAL FOR USE IN FILTERING AIR - 024		PNEUMAFIL CORP.	15 SEPT. 2002
018614.039	PNEUMAFIL	1,717,055 9/15/92	74/149,116 3/14/91	CONTAINER LID WITH EXPANDABLE PNEUMATIC SEAL FOR USE WITH INDUSTRIAL FILTERS AND DUST COLLECTORS - 009		PNEUMAFIL CORP.	06 OCT. 2002
018614.051	PNEUMASTAR	1,722,940	74/186,763	INDUSTRIAL AIR FILTERS - 011		PNEUMAFIL CORP.	

OUR FILE NO.	TRADEMARK	REG. No./DATE	GOODS/SERVICES	REGISTRATION No./DATE	COMPANY	RENEWAL DATE
		10/6/92		7/19/91		
018614.061	FLEX-PLEET	1,904,950 7/11/95	AIR FILTERS FOR INDUSTRIAL USE - 011	74/366,688 3/10/93	PNEUMAFIL CORP.	11 JUL. 2005
018614.096	UNDERFRAME CONDITIONING SYSTEM	1,953,827 1/30/96	AIR DISTRIBUTION SYSTEM CONSISTING OF DUCTS AND BLOWERS FOR USE WITH TEXTILE MACHINES - 007	74/581,309 10/3/94	PNEUMAFIL CORP.	30 JAN. 2006
018614.103	UNILOAD	2,007,224 10/8/96	MECHANICAL SEALS FOR USE IN INDUSTRIAL DUST COLLECTORS AND INDUSTRIAL AIR FILTERS - 007	74/669,767 5/4/95	PNEUMAFIL CORP.	08 OCT. 2006
018614.116	EVERCLEAN	2,206,166 11/24/98	INDUSTRIAL AIR FILTERING UNITS-011	75/251,458 3/4/97	PNEUMAFIL CORP.	24 NOV. 2008
018614.126	HYDRA-FILM	677,720 4/28/59	THIN FILM EVAPORATORS - 011	72/058,425 9/5/58	PNEUMAFIL CORP.	28 APR. 2009
018614.127	TURBA-FILM	588,940 4/27/1954	APPARATUS FOR EVAPORATING AND CONCENTRATING LIQUIDS - NAMELY, THIN FILM EVAPORATORS AND CONCENTRATORS - 011	71/623,416 1/10/52	PNEUMAFIL CORP.	27 APR. 2004
018614.149	PNEUMAFIL	527,089 7/4/50	APPARATUS, AND PARTS THEREFOR FOR PICKING UP AND COLLECTING BROKEN ENDS OF TEXTILE MATERIALS ON SPINNING FRAMES AND TAKING SUCH PARTICLES FROM THE AIR IN WHICH THEY HAVE BEEN WITHDRAWN FROM THE SPINNING FRAMES AND RETURNING THE CLEANED AIR TO THE SPINNING ROOM IN TEXTILE PLANTS, SAID APPARATUS COMPRISING THE FOLLOWING COMPONENT PARTS: COLLECTING UNIT (CONSISTING OF FAN AND FILTER ASSEMBLY WITH COLLECTING COMPARTMENT FOR RETAINING THE COLLECTED WASTE), COLLECTING HEADER (WITH SPIGOTS, CONNECTIONS AND SECONDARY AIR INLETS MADE IN ASSEMBLED SECTIONS READY FOR MOUNTING), SUCTION FLUTES (WITH SPECIALLY FORMED ORIFICES, ELBOWS AND ADJUSTABLE SUSPENSION LINKS, ALL ASSEMBLED READY FOR MOUNTING), FLEXIBLE JOINTS (OF RUBBER FOR CONNECTING THE FLUTE ASSEMBLIES) AND COLLECTING HEADER AND MOUNTING ITEMS (CONSISTING OF STEEL CREEL SUPPORTS AND ATTACHMENTS) - 011	71/540,568 11/8/47	PNEUMAFIL CORP.	04 JUL. 2010
018614.150	PNEUMAFIL	1,131,718 3/11/80	GRAIN DUST FILTERS, GRAIN DUST FILTRATION EQUIPMENT AND PARTS THEREOF - 011	73/176,293 6/28/78	PNEUMAFIL CORP.	11 MAR. 2010
018614.151	PNEUMAFIL	1,131,719 3/11/80	LINT AND DUST CONTROL EQUIPMENT IN TEXTILE MILLS, INCLUDING AIR FILTRATION AND WASTE HANDLING EQUIPMENT - 011	73/176,295 6/28/78	PNEUMAFIL CORP.	11 MAR. 2010
018614.152	PNEUMAFIL	1,131,720 3/11/80	WOOD DUST FILTERS, WOOD DUST EQUIPMENT, AND PARTS THEREOF - 011	73/176,296 6/28/78	PNEUMAFIL CORP.	11 MAR. 2010

OUR FILE NO.	TRADEMARK	REG. NO./DATE	GOODS/SERVICES	REGISTRATION NO./DATE	REGISTRATION DATE
018614.153	PNEUMAFIL	1,133,581 4/22/80	AIR HANDLING EQUIPMENT SPECIFICALLY FANS, BLOWERS, DUCTWORK, FILTERS, WATER ELIMINATORS, HUMIDIFIERS AND AIR COOLERS -011	73/176,294 6/28/78	PNEUMAFIL CORP. 22 APR. 2010
018614.154	PNEUMAFIL	1,159,680 7/7/81	SHEET METAL ENCLOSURES-NAMELY, BOXES AND CONTAINERS FOR A VARIETY OF DIFFERENT PURPOSES - 006	73/176,292 6/28/78	PNEUMAFIL CORP. 07 JUL. 2011
018614.157	SOUTHEASTERN PRECISION PRODUCTS, INC.	2,460,862 6/19/2001	METAL FABRICATION SERVICES PERFORMED TO THE ORDER AND SPECIFICATIONS OF OTHERS - 040	75/683,327 4/15/99	PNEUMAFIL CORP. 19 JUN. 2011
018614.162	ABINGTON	556,903 4/1/52	MACHINES USED IN TEXTILE MANUFACTURE - NAMELY, WASTE RECEIVERS, CENTRIFUGAL VACUUM PUMPS AND BLOWERS, [DYEING MACHINES, HAND KNOTTERS,] STRIPPING MECHANISM FOR CARDING MACHINES, AND PARTS OF THE FOREGOING - 007	71/600,640 7/14/50	PNEUMAFIL CORP./ ABINGTON, INC (SEE NOTE I). 01 APR. 2002
018614.xxx (No File)	IWE	1,143,267 12/16/80	AIR HANDLING SYSTEMS FOR COLLECTING LINT AND DUST, SAID SYSTEMS COMPRISING FANS, DUCT WORK, COLLECTOR UNITS, VALVING AND CONTROL SWITCHES - 011	73/206,146 3/5/79	PNEUMAFIL CORP. 16 DEC. 2000
018614.xxx (No file)	PNEUMAFILTER	754,557 8/13/63	AUXILIARY EQUIPMENT FOR TEXTILE MACHINES - NAMELY, APPARATUS FOR REMOVING AND COLLECTING FOREIGN MATTER FROM AN AIRSTREAM USED IN THE PROCESSING OF TEXTILES, AND THE COMPONENTS OF SUCH EQUIPMENT - 007	72/149203 7/17/62	PNEUMAFIL CORP. 13 AUG. 2003
018149.021	VISTRAC	1,772,211 5/18/93	VISCOUS MATERIAL PROCESSING MACHINES; NAMELY, SEPARATION, EXTRACTION, PUMPING, AND CONCENTRATING MACHINES - 007	74/223,718 11/18/91	LCI CORP. 18 MAY 2003
018149.022	VISTRAN	1,862,142 11/8/94	MACHINES; NAMELY, FILM SEPARATORS FOR USE WITH VISCOUS PRODUCTS - 007	74/223,719 11/18/91	LCI CORP. 08 NOV. 2004
018149.023	LCI	1,812,598 12/21/93	INDUSTRIAL PROCESSING EQUIPMENT AND SYSTEMS; NAMELY, PUMPING SYSTEMS COMPRISED OF PUMPS, DRIVE MOTORS, GEAR REDUCERS, PUMP/MOTOR COUPLING, FLOW METERS, GEAR SEALS, MOTOR CONTROLLERS, AND SUPPORT FRAMES SOLD IN VARIOUS COMBINATIONS AS A UNIT; GRAVIMETRIC HOPPER; STATIC MIXERS; INDUSTRIAL LIQUID FILTERS FOR THE CHEMICAL INDUSTRY; GRANULATORS FOR POWDERED MATERIALS; LIQUID EXTRACTORS FROM THE CHEMICAL INDUSTRY; AND PUMPS FOR LIQUIDS - 007	74/225,950 11/27/91	LCI CORP. 21 DEC. 2003
018149.047	LCI (DESIGN)	1,821,937 2/15/94	INDUSTRIAL PROCESSING EQUIPMENT AND SYSTEMS; NAMELY, PUMPING SYSTEMS COMPRISED OF PUMPS, DRIVE MOTORS, GEAR REDUCERS, PUMP/MOTOR COUPLINGS, FLOW METERS, PUMP SEALS, MOTOR CONTROLLERS, AND SUPPORT FRAMES SOLD IN VARIOUS COMBINATIONS AS A UNIT; GRAVIMETRIC	74/282,661 6/5/92	LCI CORP. 15 FEB. 2004

Our File No.	TRADEMARK	REG. No./DATE	GOODS/SERVICES	APPLICATION NO./DATE	COMPANY	RENEWAL DATE
018149.131	LABVAP	PENDING	HOPPERS; STATIC MIXERS; INDUSTRIAL LIQUID FILTERS FOR THE CHEMICAL INDUSTRY; GRANULATORS FOR POWDERED MATERIALS; LIQUID EXTRACTORS FOR THE CHEMICAL INDUSTRY; AND PUMPS FOR LIQUIDS - 007 (GRAVIMETRIC CONTROLLERS AND PUMP MOTOR CONTROLLERS - 009 THIN-FILM EVAPORATORS, THIN-FILM DRYERS, AND HEAT EXCHANGERS - 011 LABORATORY EQUIPMENT, NAMELY BENCH-TOP AGITATED THIN-FILM EVAPORATORS - 009	76/313,348 9/17/2001	LCI CORP.	--

## NOTES:

1. The ABINGTON trademark was purchased from Abington, Inc. by Pneumafil Corp. in July 2000. An assignment of the ownership from Abington, Inc. to Pneumafil Corp. is currently being completed and will be filed with the U.S. Patent and Trademark Office.

AMENDMENT NO. 2

AMENDMENT NO. 2 dated as of December 27, 2001, among BEACON INDUSTRIAL GROUP LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware (the "*Borrower*"); the Domestic Subsidiaries of the Borrower identified on the signature pages hereto and such other Domestic Subsidiaries as may become parties hereto pursuant to the A&R Credit Agreement referred to below (together with the Borrower, the "*Obligors*"); and ING (U.S.) CAPITAL LLC, as agent for the lenders (the "*Lenders*") which are or may become parties to the A&R Credit Agreement (in such capacity, together with its successors in such capacity, the "*Agent*").

The Obligors, the Lenders and the Agent are parties to an Amended and Restated Credit Agreement, dated as of October 11, 2001 (as amended, modified and supplemented and in effect from time to time, the "*A&R Credit Agreement*"), amending and restating that certain Credit Agreement, dated as of October 2, 1998 among the Obligors, the Lenders and the Agent (the "*Original Credit Agreement*"), providing, subject to the terms and conditions thereof, for extensions of credit and modifications to the Original Credit Agreement.

The Obligors and the Agent entered into a Security Agreement (a copy of which is set forth at Annex 1 hereto) dated as of October 2, 1998 as amended by that certain Amendment No. 1 (a copy of which is set forth at Annex 2 hereto) dated as of October 11, 2001 (as heretofore amended, modified and supplemented, the "*Security Agreement*") and, pursuant to the terms of the A&R Credit Agreement and the Security Agreement and to induce the Lenders to enter into the A&R Credit Agreement and to make Loans thereunder and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, each Obligor wishes to amend the Security Agreement in certain respects and, accordingly, agrees as follows:

Section 1. Definitions. Except as otherwise defined in this Security Agreement Amendment No. 2, terms defined in the A&R Credit Agreement are used herein as defined therein.

Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below, but effective as of the date hereof, the Security Agreement shall be amended as follows:

(a) Updated Annex 3. Annex 3 to the Security Agreement shall be amended in its entirety to read as set forth on Annex 3 hereto.

(b) Updated Annex 4. Annex 4 to the Security Agreement shall be amended in its entirety to read as set forth on Annex 4 hereto.

Section 3. Representations and Warranties. Each Obligor represents and warrants to the Lenders and the Agent that the representations and warranties set forth in Section 2 of the Security Agreement are true and complete on the date hereof as if made on and as of the date hereof and as if each reference in said Section 2 to "this Agreement" included reference to this Security Agreement Amendment No. 2.

Section 4. Conditions Precedent. As provided in Section 2 above, the amendments to the Security Agreement set forth in said Section 2 shall become effective, as of the date hereof, upon the execution and delivery of this Amendment No. 2 by the Borrower and the Agent.

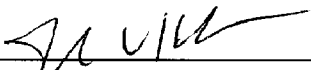
Section 5. Miscellaneous. Except as herein provided, the Security Agreement shall remain unchanged and in full force and effect. This Amendment No. 2 may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment No. 2 by signing any such counterpart. This Amendment No. 2 shall be governed by, and construed in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed and delivered as of the day and year first above written.

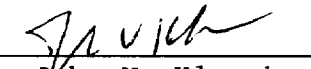
BEACON INDUSTRIAL GROUP LLC

By   
Name: John V. Klosek  
Title: Vice President & CFO

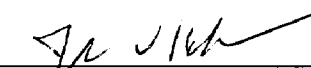
BEACON MEDICAL PRODUCTS LLC

By   
Name: John V. Klosek  
Title: Authorized Signatory

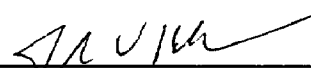
PNEUMAFIL CORPORATION

By   
Name: John V. Klosek  
Title: Authorized Signatory


LCI CORPORATION INTERNATIONAL

By   
Name: John V. Klosek  
Title: Authorized Signatory

SOUTHEASTERN METAL PRODUCTS, INC.

By   
Name: John V. Klosek  
Title: Authorized Signatory

MEDICAL AIR PUMPS, INC.

By   
Name: John V. Klosek  
Title: Authorized Signatory

MENARDI MIKROPUL LLC

By   
Name: John V. Klosek  
Title: Authorized Signatory

MIKROPUL CANADA INC.

By   
Name: John V. Klosek  
Title: Authorized Signatory

BEACON INDUSTRIAL MANUFACTURING LLC

By   
Name: John V. Klosek  
Title: Authorized Signatory

ING (U.S.) CAPITAL LLC, as Agent

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

MENARDI MIKROPUL LLC

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

MIKROPUL CANADA INC.

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

BEACON INDUSTRIAL MANUFACTURING LLC

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

ING (U.S.) CAPITAL LLC, as Agent

By Lawrence P. Eyink  
Name: Lawrence P. Eyink  
Title: Director

SECURITY AGREEMENT

[See Attached]

[EXECUTION COPY]

## SECURITY AGREEMENT

SECURITY AGREEMENT dated as of October 2, 1998 among BEACON INDUSTRIAL GROUP LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware (the "Borrower"); the Domestic Subsidiaries of the Borrower identified on the signature pages hereto and such other Domestic Subsidiaries as may become parties thereto pursuant to the Credit Agreement referred to below (together with the Borrower, the "Obligors"); and ING (U.S.) CAPITAL CORPORATION, as agent for the lenders to the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "Agent").

The Obligors and certain lenders are parties to a Credit Agreement dated as of October 2, 1998 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of revolving credit in an aggregate principal or face amount not exceeding \$25,000,000, term loans in an aggregate principal or face amount not exceeding \$47,000,000 and acquisition loans in an aggregate principal or face amount not exceeding \$35,000,000.

To induce the lenders to enter into the Credit Agreement and to make loans thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor has agreed to pledge and grant a security interest in the Collateral (as hereinafter defined) as security for the Secured Obligations (as hereinafter defined). Accordingly, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Credit Agreement are used herein as defined therein. In addition, as used herein:

"Accounts" shall have the meaning ascribed thereto in Section 3(d) hereof.

"Collateral" shall have the meaning ascribed thereto in Section 3 hereof.

"Collateral Account" shall have the meaning ascribed thereto in Section 4.1 hereof.

"Copyright Collateral" shall mean all Copyrights constituting Collateral, whether now owned or hereafter acquired by any Obligor, including each Copyright identified in Annex 2 hereto. Notwithstanding the foregoing, the Copyright Collateral does not and shall not include any Copyright which would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Copyright Collateral.

"Copyrights" shall mean all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all rights corresponding to the foregoing throughout the world.

"Documents" shall have the meaning ascribed thereto in Section 3(f) hereof.

"Equipment" shall have the meaning ascribed thereto in Section 3(f) hereof.

"Instruments" shall have the meaning ascribed thereto in Section 3(c) hereof.

"Intellectual Property" shall mean all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to any Obligor with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral, listed in Annex 5 hereto; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Obligor; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by any Obligor in respect of any of the items listed above.

"Inventory" shall have the meaning ascribed thereto in Section 3(f) hereof.

"Issuers" shall mean, collectively, the respective corporations identified beneath the names of the Obligors on Annex 1 hereto under the caption "Issuer".

"Patent Collateral" shall mean all Patents constituting Collateral, whether now owned or hereafter acquired by any Obligor, including each Patent identified in Annex 3 hereto. Notwithstanding the foregoing, the Patent Collateral does not and shall not include any Patent which would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Patent Collateral.

"Patents" shall mean all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"Pledged Stock" shall have the meaning ascribed thereto in Section 3(a) hereof.

"Secured Obligations" shall mean, collectively, (a) the principal of and interest on the Loans made by the Lenders to, and the Notes of, the Borrower and all other amounts from time to time owing to the Lenders or the Agent by the Obligors under the Basic Documents including, without limitation, all Reimbursement Obligations and interest thereon, [(b) all amounts owned to any Lender under any Interest Rate Protection Agreement between such Lender and any Obligor,] and (c) all obligations of the Obligors to the Lenders and the Agent hereunder.

"Stock Collateral" shall have the meaning ascribed thereto in Section 3(c).

"Trademark Collateral" shall mean all Trademarks constituting Collateral, whether now owned or hereafter acquired by any Obligor, including each Trademark identified in Annex 4 hereto. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark which would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

"Trademarks" shall mean all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without

limitation, all renewals of trademark and service mark registrations (but excluding any application filed on the basis of intent to use unless and until an amendment to allege use or a statement of use is filed with and accepted by the United States Patent and Trademark Office), all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

**Section 2. Representations and Warranties.** Each Obligor represents and warrants to the Lenders and the Agent that:

(a) Such Obligor is the sole beneficial owner of the Collateral in which it purports to grant a security interest pursuant to Section 3 hereof and no Lien exists or will exist upon such Collateral at any time (and no right or option to acquire the same exists in favor of any other Person), except for the pledge and security interest in favor of the Agent for the benefit of the Lenders created or provided for herein, which pledge and security interest constitute a perfected pledge and security interest in and to all of such Collateral for all Lenders (other than Intellectual Property registered or otherwise located outside of the United States of America) and except for Liens permitted by Section 9.06 of the Credit Agreement.

(b) The Pledged Stock of the Obligors identified in Annex 1 hereto is, and all other Pledged Stock in which such Obligor shall hereafter grant a security interest pursuant to Section 3 hereof will be, duly authorized, validly existing, fully paid and non-assessable and, none of such Pledged Stock is or will be subject to any contractual restriction, or any restriction under the charter or by-laws of the respective Issuer of such Pledged Stock, upon the transfer of such Pledged Stock (except for any such restriction contained herein or in the Credit Agreement).

(c) The Pledged Stock identified as owned by an Obligor in Annex 1 hereto constitutes all of the issued and outstanding shares of capital stock of any class of the Issuers beneficially owned by such Obligor on the date hereof (whether or not registered in the name of such Obligor) and said Annex 1 correctly identifies, as at the date hereof, the Issuers of such Pledged Stock. In the event an Obligor does not beneficially own 100% of the shares of the capital stock of an Issuer, Annex 1 correctly identifies each other beneficial owner of such capital stock and the respective number of shares owned by such owners.

(d) Annex 2, 3 and 4 hereto will set forth under the name of the relevant Obligor a complete and correct list of all Copyrights, Patents and Trademarks constituting Collateral promptly following the acquisition by such Obligor of rights therein; except pursuant to licenses and other user agreements entered into by such Obligor in the ordinary course of business, which are listed in Annex 5 hereto, such Obligor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or Trademark listed in said Annex 2, 3 and 4, and all registrations listed in said Annex 2, 3 and 4 are valid and in full force and effect; except as may be set forth in said Annex 5, such Obligor owns and possesses the right to use such Copyrights, Patents and Trademarks.

(e) Annex 5 hereto will set forth a complete and correct list of all licenses and other user agreements included in the Intellectual Property constituting Collateral promptly following the acquisition by the relevant obligor of rights in such licenses or other agreements.

(f) To such Obligor's knowledge, (i) except as set forth in Annex 5 hereto, there is no violation by others of any right of such Obligor with respect to any Copyright, Patent or Trademark listed in Annex 2, 3 and 4 hereto under the name of such Obligor and (ii) such Obligor is not infringing in any material respect upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against such Obligor or, to such Obligor's knowledge, threatened, and no claim against such

Obligor has been received by such Obligor, alleging any such violation of a material nature, except as may be set forth in said Annex 5.

(g) To such Obligor's knowledge, such Obligor does not own any Trademarks constituting Collateral registered in the United States of America to which the last sentence of the definition of Trademark Collateral applies.

Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Obligor hereby pledges and grants to the Agent, for the benefit of the Lenders as hereinafter provided, a security interest in all of such Obligor's right, title and interest in the following property whether now owned by such Obligor or hereafter acquired and whether now existing or hereafter coming into existence (all being collectively referred to herein as "Collateral"):

(a) the shares of common stock of the Issuers evidenced by the certificates identified in Annex 1 hereto under the name of such Obligor, the membership interests or other equity interests identified in such Annex 1 under the name of such Obligor and all other shares of capital stock, membership interests or other equity interests of whatever class of the Issuers, now or hereafter owned by such Obligor, in each case together with any certificates evidencing the same (collectively, the "Pledged Stock");

(b) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock;

(c) without affecting the obligations of such Obligor under any provision prohibiting such action hereunder or under the Credit Agreement, in the event of any consolidation or merger in which an Issuer is not the surviving corporation or company, all shares of each class of the capital stock, membership interests or other equity interests of the successor corporation or company formed by or resulting from such consolidation or merger (the Pledged Stock, together with all other certificates, shares, securities, properties or moneys as may from time to time be pledged hereunder pursuant to clause (a) or (b) above and this clause (c) being herein collectively called the "Stock Collateral");

(d) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of such Obligor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to such Obligor in respect of any loans or advances or for Inventory or Equipment or other goods sold or leased or for services rendered, all moneys due and to become due to such Obligor under any guarantee (including a letter of credit) of the purchase price of Inventory or Equipment sold by such Obligor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Accounts");

(e) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of such Obligor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances (herein collectively called "Instruments");

(f) all of the following:

(i) all inventory (as defined in the Uniform Commercial Code) of such Obligor, all goods obtained by such Obligor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");



- (ii) all other accounts or general intangibles of such Obligor not constituting Accounts;
- (iii) all equipment (as defined in the Uniform Commercial Code) of such Obligor (herein collectively called "Equipment");
- (iv) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Obligor covering, evidencing or representing Inventory or Equipment (herein collectively called "Documents");
- (v) all rights, claims and benefits of such Obligor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by such Obligor, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment; and
- (vi) all other tangible and intangible personal property of such Obligor;
- (g) the balance from time to time in the Collateral Account; and
- (h) all proceeds, products, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Obligors described in the preceding clauses of this Section 3 (including, without limitation, any proceeds of insurance thereon) and, to the extent related to any property described in said clauses or such proceeds, products and accessions, all books, correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of such Obligor or any computer bureau or service company from time to time acting for such Obligor.

Notwithstanding the foregoing, the Collateral shall not include rights under contracts to which an Obligor is a party which are not assignable, provided that such contracts (x) are immaterial; or (y) are disclosed to the Agent and the Agent shall have given its consent to such non-inclusion.

**Section 4. Cash Proceeds of Collateral.**

**4.1 Collateral Account.** The Agent may, at any time following the occurrence and during the continuance of an Event of Default, establish a cash collateral account (the "Collateral Account") in the name and under the control of the Agent into which there shall be deposited from time to time the cash proceeds of any of the Collateral (including proceeds of insurance thereon, but excluding proceeds of Accounts (which proceeds are subject to Section 4.2 hereof)) required to be delivered to the Agent pursuant hereto and into which the Obligors may from time to time deposit any additional amounts which any of them wishes to pledge to the Agent for the benefit of the Lenders as additional collateral security hereunder as additional collateral security hereunder. The balance from time to time in the Collateral Account shall constitute part of the Collateral hereunder and shall not constitute payment of the Secured Obligations until applied as hereinafter provided. At any time following the occurrence and during the continuance of an Event of Default, the Agent may (and, if instructed by the Lenders as specified in Section 11.03 of the Credit Agreement, shall) in its (or their) discretion apply or cause to be applied (subject to collection) the balance from time to time outstanding in the Collateral Account to the payment of the Secured Obligations in the manner specified in Section 5.9 hereof. The balance from time to time in the Collateral Account shall be subject to withdrawal only as provided herein.

**4.2 Proceeds of Accounts.** At all times after the occurrence of, and during the continuance of, an Event of Default, each Obligor shall, upon the written request by the Agent, instruct all account debtors and other Persons obligated in respect of all Accounts to make all payments in respect of such Accounts either to the Agent or to one or more other banks in the United States of America under arrangements, in form and substance reasonably satisfactory to the Agent pursuant to which such Obligor shall have irrevocably instructed such other bank (and such other bank shall have agreed) to remit all proceeds of such payments directly to the Agent for deposit into the Collateral

Account. All payments made to the Agent, as provided in the preceding sentence, shall be immediately deposited in the Collateral Account. In addition to the foregoing, each Obligor agrees that if the proceeds of any Collateral hereunder (including the payments made in respect of Accounts) shall be received by it at any time after such request by the Agent, such Obligor shall as promptly as possible deposit such proceeds into the Collateral Account. Until so deposited, all such proceeds shall be held in trust by such Obligor for and as the property of the Agent and shall not be commingled with any other funds or property of such Obligor.

**4.3 Investment of Balance in Collateral Account.** After the occurrence and during the continuance of an Event of Default, amounts on deposit in the Collateral Account shall be invested from time to time in such Permitted Investments as the Agent shall reasonably and in good faith determine, which Permitted Investments shall be held in the name and be under the control of the Agent, provided that, after the occurrence and during the continuance of an Event of Default, the Agent may (and, if instructed by the Lenders as specified in Section 11.03 of the Credit Agreement, shall) in its (or their) discretion at any time and from time to time elect to liquidate any such Permitted Investments and to apply or cause to be applied the proceeds thereof to the payment of the Secured Obligations in the manner specified in Section 5.9 hereof.

**Section 5. Further Assurances; Remedies.** In furtherance of the grant of the pledge and security interest pursuant to Section 3 hereof, the Obligors hereby jointly and severally agree with each Lender and the Agent as follows:

**5.1 Delivery and Other Perfection.** Each Obligor shall:

(a) if any of the above-described shares, securities, moneys or property required to be pledged by such Obligor under clauses (a), (b) and (c) of Section 3 hereof are received by such Obligor forthwith either (x) transfer and deliver to the Agent such shares or securities so received by such Obligor (together with the certificates for any such shares and securities duly endorsed in blank or accompanied by undated stock powers duly executed in blank), all of which thereafter shall be held by the Agent, pursuant to the terms of this Agreement, as part of the Collateral or (y) take such other action as the Agent shall deem reasonably necessary to duly record the Lien created hereunder in such shares, securities, moneys or property in said clauses (a), (b) and (c);

(b) deliver and pledge to the Agent any and all Instruments, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Agent may request; provided, that (i) the Obligors shall have 30 days from the date hereof to satisfy the requirements of this clause (b) and (ii) so long as no Event of Default shall have occurred and be continuing, such Obligor may retain for collection in the ordinary course any instruments received by such Obligor in the ordinary course of business and the Agent shall, promptly upon request of such Obligor, make appropriate arrangements for making any other Instrument pledged by such Obligor available to such Obligor for purposes of presentation, collection or renewal;

(c) give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be reasonably necessary (in the judgment of the Agent) to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable the Agent to exercise and enforce its rights hereunder with respect to such pledge and security interest, including, without limitation, after the occurrence and during the continuance of an Event of Default, causing any or all of the Stock Collateral to be transferred of record into the name of the Agent or its nominee (and the Agent agrees that if any Stock Collateral is transferred into its name or the name of its nominee, the Agent will thereafter promptly give to the respective Obligor copies of any notices and communications received by it with respect to the Stock Collateral pledged by such Obligor hereunder);

(d) Keep accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Agent may reasonably require in order to reflect the security interests granted by this Agreement;

(e) furnish to the Agent from time to time (but, unless an Event of Default shall have occurred and be continuing, no more frequently than annually) statements and schedules further identifying and describing the Copyright Collateral, the Patent Collateral and the Trademark Collateral, respectively, and such other reports in connection with the Copyright Collateral, the Patent Collateral and the Trademark Collateral, as the Agent may reasonably request, all in reasonable detail;

(f) promptly upon request of the Agent, following receipt by the Agent of any statements, schedules or reports pursuant to clause (b) above, modify this Agreement by amending Annex 2, 3 and/or 4 hereto, as the case may be, to include any Copyright, Patent or Trademark which becomes part of the Collateral under this Agreement;

(g) permit representatives of the Agent, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and forward copies of any notices or communications received by such Obligor with respect to the Collateral, all in such manner as the Agent may reasonably require; and

(h) upon the occurrence and during the continuance of any Event of Default, upon request of the Agent, promptly notify (and such Obligor hereby authorizes the Agent so to notify) each account debtor in respect of any Accounts or Instruments that such Collateral has been assigned to the Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Agent.

5.2 Other Financing Statements and Liens. Without the prior written consent of the Agent (granted with the authorization of the Lenders as specified in Section 11.09 of the Credit Agreement), no Obligor shall file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which the Agent is not named as the sole secured party for the benefit of the Lenders (except to the extent any such Collateral is subject to a Lien permitted under Section 9.06 of the Credit Agreement).

5.3 Preservation of Rights. The Agent shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

5.4 Special Provisions Relating to Certain Collateral.

(a) Stock Collateral.

(1) The Obligors will cause the Stock Collateral to constitute at all times 100% of the total number of shares of each class of capital stock, membership interests or other equity interests of each Issuer then outstanding.

(2) So long as no Event of Default shall have occurred and be continuing, the Obligors shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Stock Collateral and the Agent shall execute and deliver to the Obligors or cause to be executed and delivered to the Obligors all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as the Obligors may reasonably request for the purpose of enabling the Obligors to exercise the rights and powers which they are entitled to exercise pursuant to this Section 5.4(a)(2).

(3) Unless and until an Event of Default has occurred and is continuing, the Obligors shall be entitled to receive and retain any dividends on the Stock Collateral to the extent permitted under the Credit Agreement.

(4) If any Event of Default shall have occurred and be continuing, upon written notice from the Agent, then, except to the extent permitted to be paid in the Credit Agreement, all dividends and other distributions on the Stock Collateral shall be paid directly to the Agent and retained by it in the Collateral Account as part of the Stock Collateral, subject to the terms of this Agreement, provided that if such Event of Default is cured, any such dividend

or distribution theretofore paid to the Agent shall, upon request of the Obligors (except to the extent theretofore applied to the Secured Obligations), be returned by the Agent to the Obligors.

**(b) Intellectual Property.**

(1) For the purpose of enabling the Agent to exercise rights and remedies under Section 5.5 hereof at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Obligor hereby grants to the Agent, solely to the extent assignable and permitted by applicable law, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Obligor) to use, assign, license or sublicense any of the Intellectual Property constituting Collateral now owned or hereafter acquired by such Obligor, wherever the same may be located, 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 programs used for the compilation or printout thereof.

(2) Notwithstanding anything contained herein to the contrary, but subject to the provisions of Section 9.05 of the Credit Agreement which limit the right of the Obligors to dispose of their property, so long as no Event of Default shall have occurred and be continuing, the Obligors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property constituting Collateral to the extent permitted in Section 9.05 of the Credit Agreement. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing the Agent shall from time to time, upon the request of the respective Obligor, execute and deliver any instruments, certificates or other documents, in the form so requested, which such Obligor shall have certified are appropriate (in its judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to clause (1) immediately above as to any specific Intellectual Property). Further, upon the payment in full of all of the Secured Obligations (other than contingent obligations not yet outstanding) and cancellation or termination of the Commitments or earlier expiration of this Agreement or release of the Collateral, the license granted pursuant to clause (1) immediately above shall automatically be deemed to have been granted back to the Obligors. The exercise of rights and remedies under Section 5.5 hereof by the Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Obligors in accordance with the first sentence of this clause (2).

**5.5 Events of Default, Etc.** During the period during which an Event of Default shall have occurred and be continuing:

(a) each Obligor shall, at the request of the Agent, assemble the Collateral owned by it at such place or places, reasonably convenient to both the Agent and such Obligor, designated in its request;

(b) the Agent may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(c) the Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted;

(d) the Agent in its discretion may, in its name or in the name of the Obligors or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and

(e) the Agent may, upon ten Business Days' prior written notice to the Obligors of the time and place, with respect to the Collateral or any part thereof which shall then be or shall thereafter come into the possession, custody or control of the Agent, the Lenders or any of their respective agents, sell, lease, assign

or otherwise dispose of all or any part of such Collateral, at such place or places as the Agent deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and the Agent or any Lender or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by applicable law, at any private sale) and thereafter to the extent permitted by applicable law, hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Obligors, any such demand, notice and right or equity to the extent permitted by applicable law being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and the Obligors shall supply to the Agent or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. The Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time (i) by announcement at the time and place fixed for the sale and (ii) if such sale is to be adjourned to a specific time and place, by notice to the Obligors of such time and place, and such sale may be made at any time or place to which the sale may be so adjourned.

The proceeds of each collection, sale or other disposition under this Section 5.5, including by virtue of the exercise of the license granted to the Agent in Section 5.4(b) hereof, shall be applied in accordance with Section 5.9 hereof.

The Obligors recognize that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, the Agent may be compelled, with respect to any sale of all or any part of the Stock Collateral, to limit purchasers to those who will agree, among other things, to acquire the Stock Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Obligors acknowledge that any such private sales may be at prices and on terms less favorable to the Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agree that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Stock Collateral for the period of time necessary to permit the respective Issuer or issuer thereof to register it for public sale.

**5.6 Deficiency.** If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 5.5 hereof are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, the Obligors shall remain liable for any deficiency.

**5.7 Removals, Etc.** Without written notice to the Agent, within 30 days thereafter, no Obligor shall (i) maintain any of its books and records with respect to the Collateral at any office or maintain its principal place of business at any place, or permit any Inventory or Equipment to be located anywhere, other than at one of the locations identified in Annex 6 hereto under its name or in transit from one of such locations to another or (ii) change its name, or the name under which it does business, from the name shown on the signature pages hereto.

**5.8 Private Sale.** The Agent and the Lenders shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 5.5 hereof conducted in a commercially reasonable manner. Each Obligor hereby waives any claims against the Agent or any Lender arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Agent accepts the first offer received and does not offer the Collateral to more than one offeree.

**5.9 Application of Proceeds.** Except as otherwise herein expressly provided and except as provided below in this Section 5.9, the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Agent under Section 4 hereof or this Section 5, shall be applied by the Agent:

**First**, to the payment of the costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of the Agent and the reasonable fees and expenses of its agents and counsel, and all expenses incurred and advances made by the Agent in connection therewith;

**Next**, to the payment in full of the Secured Obligations (other than principal of and interest on the Term C Loans), in each case equally and ratably in accordance with the respective amounts thereof then due and owing or as the Lenders holding the same may otherwise agree;

**Next**, to the payment in full of the principal of and interest on the Term C Loans, in each case equally and ratably in accordance with the respective amounts thereof then due and owing or as the Lenders holding the same may otherwise agree; and

**Finally**, after the payment in full of the Secured Obligations, to the payment to the respective Obligor, or their respective successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

As used in this Section 5, "**proceeds**" of Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof received under any reorganization, liquidation or adjustment of debt of the Obligors or any issuer of or obligor on any of the Collateral.

**5.10 Attorney-in-Fact.** Upon the occurrence and during the continuance of any Event of Default, to the extent permitted by applicable law the Agent is hereby appointed the attorney-in-fact of each Obligor for the purpose of carrying out the provisions of this Section 5 and taking any action and executing any instruments which the Agent may deem reasonably necessary to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Agent shall be entitled under this Section 5 to make collections in respect of the Collateral, the Agent shall have the right and power to receive, endorse and collect all checks made payable to the order of any Obligor representing any payment or other distribution in respect of the Collateral (other than the Stock Collateral) or any part thereof and to give full discharge for the same.

**5.11 Perfection.** Prior to or concurrently with the execution and delivery of this Agreement, (a) each Obligor shall deliver to the Agent for filing such financing statements and other documents in such offices as the Agent may reasonably request to perfect the security interests granted by Section 3 of this Agreement; and (b) each Obligor shall deliver to the Agent all certificates of capital stock identified in Annex I hereto, accompanied by undated stock powers duly executed in blank.

**5.12 Termination.** When all Secured Obligations shall have been paid in full (other than contingent indemnity obligations not yet due and payable) and the Commitments of the Lenders under the Credit Agreement shall have expired or been terminated, this Agreement shall terminate, and the Agent shall promptly cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the respective Obligor and to be released and canceled all licenses and rights referred to in Section 5.4(b) hereof. The Agent shall promptly return to each Obligor the certificates representing the Pledged Stock held by it and shall also promptly execute and deliver to the respective Obligor upon such termination such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the respective Obligor to effect the termination and release of the Liens on the Collateral.

**5.13 Expenses.** The Obligors jointly and severally agree to pay to the Agent all out-of-pocket expenses (including reasonable attorneys' fees) of, or incident to, the enforcement of any of the provisions of this Section 5, or performance by the Agent of any obligations of the Obligors in respect of the Collateral which the Obligors have failed or refused to perform, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Collateral, and for the reasonable care of the Collateral and defending or

asserting rights and claims of the Agent in respect thereof, by litigation or otherwise, including expenses of insurance, and all such expenses shall be Secured Obligations to the Agent secured under Section 3 hereof.

**5.14 Further Assurances.** Each Obligor agrees that, from time to time upon the written request of the Agent, such Obligor will execute and deliver such further documents and do such other acts and things as the Agent may reasonably request in order fully to effect the purposes of this Agreement.

#### **Section 6. Miscellaneous.**

**6.1 No Waiver.** To the extent permitted by applicable law, no failure on the part of the Agent or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the Agent or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

**6.2 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

**6.3 Notices.** All notices, requests, consents and demands hereunder shall be in writing and telexed, telecopied or delivered to the intended recipient at its "Address for Notices" specified pursuant to Section 12.02 of the Credit Agreement and shall be deemed to have been given at the times specified in said Section 12.02.

**6.4 Waivers, Etc.** The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by each Obligor and the Agent (with the consent of the Lenders as specified in Section 11.09 of the Credit Agreement). Any such amendment or waiver shall be binding upon the Agent and each Lender, each holder of any of the Secured Obligations and each Obligor.

**6.5 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each Obligor, the Agent, the Lenders and each holder of any of the Secured Obligations (provided, however, that no Obligor shall assign or transfer its rights hereunder without the prior written consent of the Agent).

**6.6 Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**6.7 Severability.** If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by applicable law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Agent and the Lenders in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

**6.8 Additional Obligors.** Upon the execution and delivery by another Person of a supplement to this Agreement in accordance with the provisions of Section 9.16 of the Credit Agreement, such Person shall become an "Obligor" hereunder with the same force and effect as if originally named as an Obligor herein. The execution and delivery of any such supplement shall not require the consent of any other Obligor hereunder. The rights and obligations of each Obligor hereunder shall remain in full force and effect notwithstanding the addition of any new Obligor as a party to this Agreement.

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

BEACON INDUSTRIAL GROUP LLC

By [Signature]  
Title:

BEACON MEDICAL PRODUCTS LLC

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

BEACON INDUSTRIAL DISTRIBUTION LLC

By [Signature]  
Title:

PNEUMAFIL CORPORATION

By [Signature]  
Title:

THE CONDIT COMPANY, INC.

By [Signature]  
Title:

INDUSTRIAL PROCESS SOLUTIONS LLC

By [Signature]  
Title:

FLUID ENERGY INDUSTRIAL LLC

By [Signature]  
Title:



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

BEACON INDUSTRIAL GROUP LLC

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

BEACON MEDICAL PRODUCTS LLC

By Michael C. Kelly  
Title: PRESIDENT

BEACON INDUSTRIAL DISTRIBUTION LLC

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

PNEUMAFIL CORPORATION

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

THE CONDIT COMPANY, INC.

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

INDUSTRIAL PROCESS SOLUTIONS LLC

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

FLUID ENERGY INDUSTRIAL LLC

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

PARTS SERVICES INTERNATIONAL LLC

By [Signature]  
Title:

LCI CORPORATION INTERNATIONAL

By [Signature]  
Title:

SOUTHEASTERN METAL PRODUCTS, INC.

By [Signature]  
Title:

SOUTHEASTERN PRECISION PRODUCTS, INC.

By [Signature]  
Title:

ING (U.S.) CAPITAL CORPORATION, as Agent

By [Signature]  
Title: Vice President

**PLEGGED STOCK**

[See Section 2(b) and (c)]

**Beacon Industrial Group LLC**

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner</u>	<u>Number of Shares or Units</u>	<u>Percentage of All Shares or Units Outstanding</u>
Beacon Medical Products LLC	-	Beacon Industrial Group LLC	2,250,000	95.7447%
Beacon Industrial Distribution LLC	-	Beacon Industrial Group LLC	4,350,000	91.5789%
Pneumafil Corporation	500*	Beacon Industrial Manufacturing, Inc.	100*	100.000%
Beacon Industrial Manufacturing, Inc.	-	Beacon Industrial Group LLC	-*	100.000%
The Condit Company, Inc.	16	Beacon Industrial Distribution LLC	117	100.000%
Industrial Process Solutions LLC	-	Beacon Industrial Distribution LLC	-	100.000%
Fluid Energy Industrial LLC	-	Beacon Industrial Distribution LLC	-	100.000%
Parts Services International LLC	-	Beacon Industrial Distribution LLC	-	100.000%
LCI Corporation International	1	Pneumafil Corporation	1,000	100.000%
Southeastern Metal Products, Inc.	9	Pneumafil Corporation	1,000	100.000%
Southeastern Precision Products, Inc.	1	Southeastern Metal Products, Inc.	100	100.000%

\* Upon the effectiveness on October 5, 1998 of (i) the transfer of Pneumafil Corporation common stock held by Masco, Inc. to Pneumafil Corporation in the liquidation of Masco, Inc. and (ii) the merger of Beacon Industrial Manufacturing, Inc. with and into Pneumafil Corporation (in which all outstanding and treasury shares of Pneumafil Corporation are cancelled and all 100 issued and outstanding shares of common stock of Beacon Industrial Manufacturing, Inc. are converted into the same number of shares of common stock of Pneumafil Corporation, as the surviving corporation, constituting all of the issued and outstanding shares of Pneumafil Corporation), Beacon Industrial Group LLC owns all 100 issued and outstanding shares of common stock of Pneumafil Corporation pursuant to Certificate No. 284.

**LIST OF COPYRIGHTS, COPYRIGHT REGISTRATIONS AND  
APPLICATIONS FOR COPYRIGHTS REGISTRATIONS**

[See Section 2(d)]

None

ANNEX 3

LIST OF PATENTS AND PATENT APPLICATIONS

[See Section 2(d)]

None

**LIST OF TRADENAMES, TRADEMARKS, SERVICE MARKS,  
 TRADEMARK AND SERVICE MARK REGISTRATIONS AND  
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

[See Section 2(d)]

U.S. Trademarks

**Beacon Medical Products LLC<sup>(1)</sup>**

Mark	Application (A) Registration (R) or Serial No. (S)	Registration or Filing Date
"LifeLine"	(R) 2,070,672	Issued 6/10/97
"LifeLine"	(S) 75/338459	Filed 8/11/97

(1) Assigned to Beacon Medical Products LLC from L&H Technologies as part of an Asset Purchase Agreement between L&H Technologies, Inc. and Beacon Industrial Group LLC dated February 19, 1998.

Foreign Trademarks

None

**Other Obligors**

None

LIST OF CONTRACTS, LICENSES AND OTHER AGREEMENTS

[See Section 2(d), (e) and (f)].

***Beacon Medical Products LLC***

Patent License Agreement dated February 3, 1994 between Hitachi America, Ltd. and L&H Technologies, Inc. / Fluid Energy Division, regarding Patents Nos. 4,725,210 and 4,929,161 and Registration No. 33,116, assigned to Beacon Medical Products LLC from L&H Technologies as part of an Asset Purchase Agreement between L&H Technologies, Inc. and Beacon Industrial Group LLC dated February 19, 1998.

***Other Obligor***

None

AMENDMENT NO. 1 TO SECURITY AGREEMENT

[See Attached]



AMENDMENT NO. 1 dated as of October 11, 2001, among BEACON INDUSTRIAL GROUP LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware (the "Borrower"); the Domestic Subsidiaries of the Borrower identified on the signature pages hereto and such other Domestic Subsidiaries as may become parties hereto pursuant to the A&R Credit Agreement referred to below (together with the Borrower, the "Obligors"); and ING (U.S.) CAPITAL LLC, as agent for the lenders (the "Lenders") which are or may become parties to the A&R Credit Agreement (in such capacity, together with its successors in such capacity, the "Agent").

The Obligors, the Lenders and the Agent are parties to an Amended and Restated Credit Agreement, dated as of the date hereof (as amended, modified and supplemented and in effect from time to time, the "A&R Credit Agreement"), amending and restating that certain Credit Agreement, dated as of October 2, 1998 among the Obligors, the Lenders and the Agent (the "Original Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit and modifications to the Original Credit Agreement.

The Obligors and the Agent, pursuant to the terms of the Original Credit Agreement, entered into a Security Agreement dated as of October 2, 1998 (as amended, modified and supplemented, the "Security Agreement") and, pursuant to the terms of the A&R Credit Agreement, to induce the Lenders to enter into the A&R Credit Agreement and to make Loans thereunder and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, each Obligor wishes to amend the Security Agreement in certain respects and, accordingly, agrees as follows:

Section 1. Definitions. Except as otherwise defined in this Security Agreement Amendment No. 1, terms defined in the A&R Credit Agreement are used herein as defined therein.

Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below, but effective as of the date hereof, the Security Agreement shall be amended as follows:

(a) A&R Credit Agreement. Each reference in the Security Agreement to the "Credit Agreement" shall be deemed to refer to the "A&R Credit Agreement" as defined above.

(b) Definition of Secured Obligations. The definition of "Secured Obligations" in Section 1 of the Security Agreement shall be amended in its entirety to read as follows:

"Secured Obligations' shall mean, collectively, (a) the principal of and interest on the Loans made by the Lenders to, and the Notes of, the Borrower and all other amounts from time to time owing to the Lenders or the Agent by the Obligors under the Basic Documents including, without limitation, all Reimbursement Obligations and interest thereon, and including any agency fee at any time payable to the Agent in connection with the Credit Agreement, (b) all amounts owed to any Lender under any Interest Rate Protection Agreement between such Lender and any Obligor, (c) all amounts owed to First Union National Bank (or any successor thereto) (the "Cash Management Bank"), up to a maximum amount equal to \$2,500,000, in respect of the cash management services provided by the Cash Management Bank to the Borrower, and (d) all obligations of the Obligors to the Lenders and the Agent hereunder."

(c) Application of Proceeds. Section 5.9 of the Security Agreement shall be amended in its entirety to read as follows:

“Application of Proceeds. Except as otherwise herein expressly provided and except as provided below in this Section 5.9, the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Agent under Section 4 hereof or this Section 5, shall be applied by the Agent:

First, to the payment of the costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of the Agent and the reasonable fees and expenses of its agents and counsel, and all expenses incurred and advances made by the Agent in connection therewith;

Next, to the payment in full of the Secured Obligations (other than principal of and interest on the Term C Loans and the Liquidity Loans), in each case equally and ratably in accordance with the respective amounts thereof then due and owing or as the Lenders holding the same may otherwise agree;

Next, to the payment in full of the principal of and interest on the Term C Loans, in each case equally and ratably in accordance with the respective amounts thereof then due and owing or as the Lenders holding the same may otherwise agree;

Next, to the payment in full of the principal of and interest on the Liquidity Loans (other than any RP Loans), in each case equally and ratably in accordance with the respective amounts thereof then due and owing or as the Lenders holding the same may otherwise agree;

Next, to the payment in full of the principal of and interest on any RP Loans; and

Finally, after the payment in full of the Secured Obligations, to the payment to the respective Obligor, or their respective successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

As used in this Section 5, ‘proceeds’ of Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof received under any reorganization, liquidation or adjustment of debt of the Obligors or any issuer of or obligor on any of the Collateral.”

(d) Stock Collateral. Section 5.4 (a)(1) of the Security Agreement shall be amended by adding the following at the end thereof:

“(or, in the case of any Issuer in which the percentage of shares or units owned by the Obligors is less than 100%, the percentage set forth on Annex 1 hereto as the percentage owned by the Obligors)”

(e) Updated Annex. Annex 1 to the Security Agreement shall be amended in its entirety to read as set forth as Annex 1 hereto.

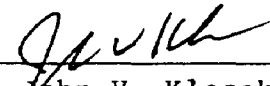
Section 3. Representations and Warranties. Each Obligor represents and warrants to the Lenders and the Agent that the representations and warranties set forth in Section 2 of the Security Agreement are true and complete on the date hereof as if made on and as of the date hereof and as if each reference in said Section 2 to “this Agreement” included reference to this Security Agreement Amendment No. 1.

Section 4. Conditions Precedent. As provided in Section 2 above, the amendments to the Security Agreement set forth in said Section 2 shall become effective, as of the date hereof, upon the execution and delivery of this Amendment No. 1 by the Borrower and the Agent.

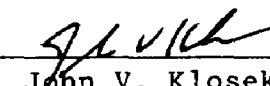
Section 5. Miscellaneous. Except as herein provided, the Security Agreement shall remain unchanged and in full force and effect. This Amendment No. 1 may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment No. 1 by signing any such counterpart. This Amendment No. 1 shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed and delivered as of the day and year first above written.

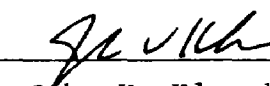
BEACON INDUSTRIAL GROUP LLC

By   
Name: John V. Klosek  
Title: Authorized Signatory

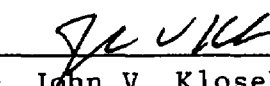
BEACON MEDICAL PRODUCTS LLC

By   
Name: John V. Klosek  
Title: Authorized Signatory

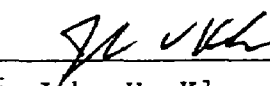
PNEUMAFIL CORPORATION

By   
Name: John V. Klosek  
Title: Authorized Signatory

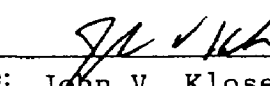
LCI CORPORATION INTERNATIONAL

By   
Name: John V. Klosek  
Title: Authorized Signatory

SOUTHEASTERN METAL PRODUCTS, INC.

By   
Name: John V. Klosek  
Title: Authorized Signatory

MEDICAL AIR PUMPS, INC.

By   
Name: John V. Klosek  
Title: Authorized Signatory

MENARDI MIKROPUL LLC

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

MIKROPUL CANADA INC.

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

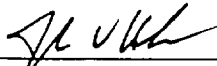
BEACON INDUSTRIAL MANUFACTURING LLC

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

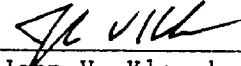
ING (U.S.) CAPITAL LLC, as Agent

By Lawrence P. Eyrink  
Name: Lawrence P. Eyrink  
Title: Director


MENARDI MIKROPUL LLC

By   
Name: John V. Klosek  
Title: Authorized Signatory

MIKROPUL CANADA INC.

By   
Name: John V. Klosek  
Title: Authorized Signatory

BEACON INDUSTRIAL MANUFACTURING LLC

By   
Name: John V. Klosek  
Title: Authorized Signatory

ING (U.S.) CAPITAL LLC, as Agent

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

17022166

PLEDGED STOCK

[See Section 2(b) and (c)]

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner</u>	<u>Number of Shares or Units</u>	<u>Percentage of All Shares or Units Outstanding</u>
Beacon Medical Products LLC	-	Beacon Industrial Group LLC	4,714,000	97.9227%
Beacon Industrial Manufacturing LLC	-	Beacon Industrial Group LLC	25,411,000	99.2191%
Menardi Mikropul LLC	-	Beacon Industrial Manufacturing LLC	-	100.000%
Pneumafil Corporation	285	Beacon Industrial Manufacturing LLC	100	100.000%
LCI Corporation International	1	Pneumafil Corporation	1,000	100.000%
Southeastern Metal Products, Inc.	9	Pneumafil Corporation	1,000	100.000%
Medical Air Pumps, Inc	1	Beacon Medical Products LLC	1	100.000%
Mikropul Canada Inc.	1	Menardi Mikropul LLC	1,000	100.000%

*Other Beneficial Ownership:*

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner</u>	<u>Number of Shares or Units</u>	<u>Percentage of All Shares or Units Outstanding</u>
Beacon Medical Products LLC	-	Michael C. Kistner	100,000	2.0773%
Beacon Industrial Manufacturing LLC	-	Lacy L. Hayes III	200,000	0.7809%

17022166

LIST OF PATENTS AND PATENT APPLICATIONS

[See Attached]



**BEACON INDUSTRIAL GROUP, LLC**  
**U. S. PATENTS AND APPLICATIONS**

<b>PATENT NO.</b>	<b>COMPANY</b>	<b>PATENT NO./ APP. SERIAL NO.</b>	<b>TITLE</b>	<b>INVENTOR</b>	<b>FILING DATE</b>	<b>EXPIRATION</b>
020113.000	BEACON INDUSTRIAL GROUP LLC	5,030,261	TWO STAGE TRANSITION INPUT SECTION FOR DUST COLLECTORS	GIUSTI, ET AL.	7/24/1989	24 JUL. 2009
020113.556	MENARDI MIKROPUL LLC	5,202,021	INTEGRATED MOLDED COLLAR, FILTER BAG, CAGE AND LOCKING RING ASSEMBLY FOR BAGHOUSES	GRIFFIN ET AL.	8/26/1991	13 APR. 2013
020113.557	MENARDI MIKROPUL LLC	5,290,441	INTEGRATED COLLAR, FILTER BAG, CAGE AND LOCKING RING ASSEMBLY FOR BAGHOUSES	GRIFFIN ET AL.	1/15/1993	15 JAN. 2013
020113.558	MENARDI MIKROPUL LLC	5,308,485	INTEGRATED COLLAR, FILTER BAG, CAGE AND LOCKING RING ASSEMBLY FOR BAGHOUSES	GRIFFIN ET AL.	1/15/1993	15 JAN. 2013
020113.573	MENARDI MIKROPUL LLC	4,799,943	GAS STREAM DIFFUSING AND DISTRIBUTION APPARATUS.	GIUSTI, ET AL.	6/17/1987	17 JUN. 2007
020113.577	MENARDI MIKROPUL LLC	4,883,509	MULTI STAGE GAS INLET CONSTRUCTION FOR DUST COLLECTORS	GIUSTI, ET AL.	2/12/1988	12 FEB. 2008
020113.582	MENARDI MIKROPUL LLC	4,883,510	GAS INLET CONSTRUCTION FOR FABRIC FILTER DUST COLLECTIONS	GIUSTI, ET AL.	2/12/1988	12 FEB. 2008
020113.701	MENARDI MIKROPUL LLC	6,214,072	CERAMIC COATED FILTER MEDIUM AND INTERNAL SUPPORT	KAPPELER ET AL.	4/17/1998	17 APR. 2018
020113.702	MENARDI MIKROPUL LLC	09/678,071	ADJUSTABLE BAG FILTER RETAINER	KAPPELER, ET AL.	10/3/2000	PENDING
018614.053	PNEUMAFIL CORP.	4,725,292	SELF-CLEANING FILTER	WILLIAMS	12/18/1984	16 FEB. 2001
018614.028	PNEUMAFIL CORP.	4,878,926	DUST COLLECTOR	GOODRICH	08/16/1988	16 AUG. 2008
018614.031	PNEUMAFIL CORP.	5,000,767	DUST COLLECTOR WITH PNEUMATIC SEAL	SANDERS ET AL.	05/30/1990	30 MAY 2010
018614.025	PNEUMAFIL CORP.	5,061,303	SNAP-IN FILTER UNIT	WILLIAMS ET AL.	07/31/1989	31 JUL. 2009
018614.024	PNEUMAFIL CORP.	5,062,872	AIR FILTER WITH HORIZONTAL FILTER ELEMENTS	WILLIAMS	05/12/1989	12 MAY 2009
018614.046	PNEUMAFIL CORP.	5,110,331	DUST COLLECTOR WITH RE- ENTRAINMENT PREVENTION WALLS	WILLIAMS	04/25/1991	25 APR. 2011

**TRADEMARK**  
**REEL: 002417 FRAME: 0442**

OUR FILE NO.	COMPANY	PATENT NO./ APP. SERIAL NO.	TITLE	INVENTOR	FILING DATE	EXPIRATION
018614.034	PNEUMAFIL CORP.	5,116,395	DUST COLLECTION WITH PROGRAMMABLE CLEANING AIR CONTROL	WILLIAMS	07/09/1991	09 JUL. 2011
018614.055	PNEUMAFIL CORP.	5,217,512	APPARATUS FOR FILTERING DEBRIS FROM A MOVING AIRSTREAM	WILLIAMS	05/28/1992	28 MAY 2012
018614.058	PNEUMAFIL CORP.	5,321,942	METHOD AND APPARATUS FOR DIRECTING CONDITIONED AIR TO A SPINNING MACHINE	HARTNESS	11/30/1992	30 NOV. 2012
018614.056	PNEUMAFIL CORP.	5,326,511	METHOD FOR FORMING COMPRESSIBLE MATERIAL INTO DISCRETE SOLID BLOCKS	COOPER ET AL.	08/12/1992	12 AUG. 2012
018614.064	PNEUMAFIL CORP.	5,346,519	FILTER MEDIA CONSTRUCTION	WILLIAMS	04/27/1993	27 APR. 2013
018614.083	PNEUMAFIL CORP.	5,490,392	IMPROVED HEAT TRANSFER METHOD AND APPARATUS	WILLIAMS ET AL.	10/31/1994	31 OCT. 2014
018614.075	PNEUMAFIL CORP.	5,505,385	LAMINAR AIR DIFFUSER	GENGLER	07/29/1994	29 JUL. 2014
018614.144	PNEUMAFIL CORP.	5,560,835	PLEATED BELT FILTER WITH SUCTION MEANS TO REMOVE DEBRIS	WILLIAMS	07/11/1995	11 JUL. 2015
018614.098	PNEUMAFIL CORP.	5,575,143	AIR DIRECTING APPARATUS FOR USE WITH TEXTILE MACHINES AND THE LIKE	GENGLER	04/19/1995	19 APR. 2015
018614.057	PNEUMAFIL CORP.	5,582,846	APPARATUS FOR FORMING COMPRESSIBLE MATERIAL INTO DISCRETE SOLID BLOCKS	COOPER ET AL.	03/30/1994	30 MAR. 2014
018614.090	PNEUMAFIL CORP.	5,584,913	DUST COLLECTOR WITH TWO STAGE SELF-CLEANING FILTER ELEMENTS	WILLIAMS	08/12/1994	12 AUG. 2014
018614.113	PNEUMAFIL CORP.	5,730,767	SEALING APPARATUS IN A BELT-TYPE FILTER	HEIMLINGER	07/30/1996	30 JUL. 2016
018614.108	PNEUMAFIL CORP.	5,906,752	SELF-CLEANING BELT FILTER WITH EDGE SEALING MEANS AND METHOD	WILLIAMS	07/30/1996	11 JUL. 2015
018614.163	ABINGTON, INC. (SEE NOTE 1)	5,141,541	JACK TOP RECEIVER FOR A VACUUM WASTE REMOVAL SYSTEM	BUCKINGHAM	5/20/1991	20 MAY 2011
018614.164	ABINGTON, INC. (SEE NOTE 1)	5,173,987	ROTARY AIR JET SCREEN CLEANING DEVICE	BUCKINGHAM	4/12/1991	12 APR. 2011
018614.165	ABINGTON, INC. (SEE NOTE 1)	5,776,211	JACKTOP CLEANER	JACOB	4/21/1997	21 APR. 2017
018149.009	LCI CORP.	5,677,517	GRAVIMETRIC WEIGHING HOPPER	BERGER	12/29/19/94	29 DEC. 2014
018149.011	LCI CORP.	5,641,281	IMPROVED LUBRICATING MEANS FOR A GEAR PUMP	RUSSELL, ET AL.	11/20/19/95	20 NOV. 2015

OUR FILE NO.	COMPANY	PATENT NO./ APP. SERIAL NO.	TITLE	INVENTOR	FILING DATE	EXPIRATION
018149.037	LCI CORP.	5,122,315	METHOD AND APPARATUS FOR MONITORING AND CONTROLLING THERMOPLASTICE EXTRUDER OUTPUT	DARLEY	4/30/1990	30 APR 2010

NOTES:

1. The patents were purchased from Abington, Inc. by Pneumafil Corp. in July 2000. An assignment of the ownership from Abington, Inc. to Pneumafil Corp. is currently being completed and will be filed with the U.S. Patent and Trademark Office.

LIST OF TRADENAMES, TRADEMARKS, SERVICE MARKS,  
TRADEMARK AND SERVICE MARK REGISTRATIONS AND  
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

[See Attached]

## BEACON INDUSTRIAL GROUP, LLC

### U.S. Federal Trademark Registrations and Applications

OUR FILE NO.	TRADEMARK	REG. NO./DATE	GOODS/SERVICES	APPLICATION NO./DATE	COMPANY	RENEWAL DATE
020113.501	BEACON	PENDING	METAL STAMPING FOR INDUSTRIAL USE - 006 MEDICAL AIR SYSTEMS COMPRISED OF COMPRESSORS, DRYERS, CONTROL PANELS, RECEIVER TANKS, AIR FILTERS, AIR REGULATIONS, CARBON DIOXIDE MONITORS, AND DEW POINT MONITORS USED TO SUPPLY MEDICAL GRADE COMPRESSED AIR IN HEALTHCARE FACILITIES; MEDICAL GAS DISTRIBUTION SYSTEMS COMPRISING GAS OUTLETS, GAS ALARMS, GAS VALVES, GAS VALVE BOXES, MANIFOLDS AND HOSES FOR CONTROLLING, MONITORING, AND DISTRIBUTING MEDICAL GASES IN HEALTHCARE FACILITIES; MEDICAL VACUUM SYSTEMS COMPRISED OF VACUUM PUMPS, CONTROL PANELS AND AIR RECEIVER TANKS FOR USE IN SUPPLYING A SUCTION SOURCE THROUGHOUT HEALTHCARE FACILITIES - 010 WATER-FILTERING UNITS FOR INDUSTRIAL USE; AND INDUSTRIAL AIR FILTRATION SYSTEMS COMPRISED OF FANS, BLOWERS, FILTERS AND CONDUITS FOR USE IN FILTERING AIR IN THE TEXTILE, WOODWORKING AND GAS TURBINE INDUSTRIES - 011	75/516,212 7/9/98	BEACON INDUSTRIAL GROUP, LLC	
020113.506	ARAFIL	2,165,740 6/16/98	NONWOVEN FIBER-SUPPORTED ARAMID FELTS FOR INDUSTRIAL AIR FILTER BAGS	72/290,789 5/12/97	MENARDI MIKROPUL LLC	16 JUNE 2008
020113.508	CHEMFLEX	1,854,362 9/20/94	FINISH OR TREATMENT FOR LUBRICITY PURPOSES SOLD AS A COMPONENT OF WOVEN AND NON-WOVEN FIBERGLASS OR SYNTHETIC FABRICS FOR INDUSTRIAL AIR FILTER BAGS	74,373,212 3/29/93	MENARDI MIKROPUL LLC	20 SEP. 2004
020113.509	DIAMOND TITE	1,780,028 10/13/99	SPRINGS FOR INDUSTRIAL AIR FILTERS	74/249,655 7/6/93	MENARDI MIKROPUL LLC	6 JUL. 2003
020113.510	E-Z TITE	1,809,009 12/7/99	OPEN ENDED CAPS FOR INDUSTRIAL AIR FILTERS	74,365,012 3/5/93	MENARDI MIKROPUL LLC	7 DEC. 2003
020113.511	GRAF-O-SIL	951,424 6/1/93	FINISH OR TREATMENT FOR LUBRICITY PURPOSES ONLY AS A COMPONENT OF GLASS FIBER TEXTILES, THE TREATMENT COMPOSITION COMPRISING GRAPHITE AND A SILICONE	72/348,997 1/19/70	MENARDI MIKROPUL LLC	23 JAN. 2003
020113.512	HCE (AND DESIGN)	577,947 9/23/93	FINISH OR TREATMENT FOR LUBRICITY PURPOSES SOLD AS A COMPONENT OF WOVEN AND NON-WOVEN FIBERGLASS OR SYNTHETIC FABRICS FOR INDUSTRIAL AIR FILTER BAGS	71/630,791 6/5/52	MENARDI MIKROPUL LLC	28 JUL. 2003

OUR FILE NO.	TRADEMARK	REG. NO./DATE	GOODS/SERVICES	APPLICATION NO./DATE	COMPANY	RENEWAL DATE
020113.537	M-C-PAL	2,043,452 3/11/97	PARTS OF INDUSTRIAL DUST COLLECTING AND AIR FILTRATION UNITS, NAMELY, AIRLOCKS USING FLUIDIZABLE MATERIAL TO PROVIDE A SEAL BETWEEN TWO DIFFERENT PRESSURE ENVIRONMENTS FOR USE IN INDUSTRIAL FILTRATION AND POWDER PRODUCTION PLANTS	75/080,661 3/29/96	MENARDI MIKROPUL LLC	11 MAR. 2007
020113.538	MIKROTEMP	PENDING	CERAMIC COATED FILTER BAG AND RETAINER SYSTEM, USED FOR INCREASING TEMPERATURE AND CHEMICAL RESISTANCE IN INDUSTRIAL FILTRATION	75/483,009 5/11/98	MENARDI MIKROPUL LLC	
020113.545	MIKROTEX	1,129,207 6/19/85	FABRIC FILTER TYPE DUST COLLECTORS	73/193,792 11/20/78	MENARDI MIKROPUL LLC	15 JAN. 2010
020113.554	POP-TOP	1,734,635	AIR FILTERS FOR INDUSTRIAL INSTALLATIONS	74/256,617 3/18/92	MENARDI MIKROPUL LLC	24 NOV. 2002
020113.555	TUFLEX	995,833 12/15/94	HEARING AIDS	72/446,312 1/18/73	MENARDI MIKROPUL LLC	15 OCT. 2004
020113.572	SDF	2,210,338 12/15/98	COATINGS IN THE NATURE OF A FABRIC FINISH OR TREATMENT FOR FIBERGLASS OR SYNTHETIC WOVEN FABRICS USED IN INDUSTRIAL FILTRATION	75/290,795 5/12/97	MENARDI MIKROPUL LLC	15 DEC. 2008
020113.587	MIKRO-ECOPULSE	2,044,037 11 Mar 97	INSTALLATION FOR AIR POLLUTION CONTROL NAMELY, A LOW PRESSURE ACTIVATED DUST COLLECTOR FOR FILTERING AND REMOVING PARTICULATE FROM GASEOUS MEDIA MATERIAL - CLASS 11	74/473,158 12/27/93	MENARDI MIKROPUL LLC	11 MAR. 2007
020113.588 Missing File	MIKROPUL	1,957,035 20 Feb 96	INSTALLATIONS FOR HEATING, REFRIGERATING, DRYING, VENTILATING AND SANITARY PURPOSES INCLUDING AIR POLLUTION CONTROL DEVICES; PARTS THEREOF AND ACCESSORIES THEREFOR - CLASS 11	74/473,287 12/27/93	MENARDI MIKROPUL LLC	20 FEB. 2006
020113.611	MIKRO-PULSAIRE	1,939,193 5 Dec 95	INDUSTRIAL DUST COLLECTION AND AIR FILTRATION MACHINERY AND INSTALLATIONS (INCLUDED IN THIS CLASS); PARTS THEREOF AND ACCESSORIES THEREFOR - CLASS 11	74/473,220 12/27/93	MENARDI MIKROPUL LLC	05 DEC. 2005
020113.507	BLUFLEX	1,869,641 12/27/94	FINISH OR TREATMENT FOR LUBRICITY PURPOSES SOLD AS A COMPONENT OF WOVEN AND NON-WOVEN FIBERGLASS OR SYNTHETIC FABRICS FOR INDUSTRIAL AIR FILTER BAGS	74/395,343 5/27/93	MENARDI MIKROPUL LLC	27 DEC. 2004
018614.032	PARAFLO	1,692,804 6/9/92	INDUSTRIAL AIR FILTERS - 011	74/121,083 12/6/90	PNEUMAFIL CORP.	06 JUN. 2012
018614.038	PNEUMA-STRUPE	1,381,489 2/4/86	TEXTILE MATERIAL FOR USE IN FILTERING AIR - 024	73/497,884 9/4/84	PNEUMAFIL CORP.	02 FEB. 2006
018614.039	PNEUMAFIL	1,717,055 9/15/92	CONTAINER LID WITH EXPANDABLE PNEUMATIC SEAL FOR USE WITH INDUSTRIAL FILTERS AND DUST COLLECTORS - 009	74/149,116 3/14/91	PNEUMAFIL CORP.	15 SEPT. 2002
018614.051	PNEUMASTAR	1,722,940	INDUSTRIAL AIR FILTERS - 011	74/186,763	PNEUMAFIL CORP.	06 OCT. 2002

OUR FILE NO.	TRADEMARK	REG. NO./DATE	GOODS/SERVICES	APPLICATION NO./DATE	COMPANY	RENEWAL DATE
018614.061	FLEX-PLEET	1,904,950 7/11/95	AIR FILTERS FOR INDUSTRIAL USE - 011	74/366,688 3/10/93	PNEUMAFIL CORP.	11 JUL. 2005
018614.096	UNDERFRAME CONDITIONING SYSTEM	1,953,827 1/30/96	AIR DISTRIBUTION SYSTEM CONSISTING OF DUCTS AND BLOWERS FOR USE WITH TEXTILE MACHINES - 007	74/581,309 10/3/94	PNEUMAFIL CORP.	30 JAN. 2006
018614.103	UNILOAD	2,007,224 10/8/96	MECHANICAL SEALS FOR USE IN INDUSTRIAL DUST COLLECTORS AND INDUSTRIAL AIR FILTERS - 007	74/669,767 5/4/95	PNEUMAFIL CORP.	08 OCT. 2006
018614.116	EVERCLEAN	2,206,166 11/24/98	INDUSTRIAL AIR FILTERING UNITS-011	75/251,458 3/4/97	PNEUMAFIL CORP.	24 NOV. 2008
018614.126	HYDRA-FILM	677,720 4/28/59	THIN FILM EVAPORATORS - 011	72/058,425 9/5/58	PNEUMAFIL CORP.	28 APR. 2009
018614.127	TURBA-FILM	588,940 4/27/1954	APPARATUS FOR EVAPORATING AND CONCENTRATING LIQUIDS - NAMELY, THIN FILM EVAPORATORS AND CONCENTRATORS - 011	71/623,416 1/10/52	PNEUMAFIL CORP.	27 APR. 2004
018614.149	PNEUMAFIL	527,089 7/4/50	APPARATUS, AND PARTS THEREFOR FOR PICKING UP AND COLLECTING BROKEN ENDS OF TEXTILE MATERIALS ON SPINNING FRAMES AND TAKING SUCH PARTICLES FROM THE AIR IN WHICH THEY HAVE BEEN WITHDRAWN FROM THE SPINNING FRAMES AND RETURNING THE CLEANED AIR TO THE SPINNING ROOM IN TEXTILE PLANTS, SAID APPARATUS COMPRISING THE FOLLOWING COMPONENT PARTS: COLLECTING UNIT (CONSISTING OF FAN AND FILTER ASSEMBLY WITH COLLECTING COMPARTMENT FOR RETAINING THE COLLECTED WASTE), COLLECTING HEADER (WITH SPIGOTS, CONNECTIONS AND SECONDARY AIR INLETS MADE IN ASSEMBLED SECTIONS READY FOR MOUNTING), SUCTION FLUTES (WITH SPECIALLY FORMED ORIFICES, ELBOWS AND ADJUSTABLE SUSPENSION LINKS, ALL ASSEMBLED READY FOR MOUNTING), FLEXIBLE JOINTS (OF RUBBER FOR CONNECTING THE FLUTE ASSEMBLIES) AND COLLECTING HEADER AND MOUNTING ITEMS (CONSISTING OF STEEL CREEL SUPPORTS AND ATTACHMENTS) - 011	71/540,568 11/8/47	PNEUMAFIL CORP.	04 JUL. 2010
018614.150	PNEUMAFIL	1,131,718 3/11/80	GRAIN DUST FILTERS, GRAIN DUST FILTRATION EQUIPMENT AND PARTS THEREOF - 011	73/176,293 6/28/78	PNEUMAFIL CORP.	11 MAR. 2010
018614.151	PNEUMAFIL	1,131,719 3/11/80	LINT AND DUST CONTROL EQUIPMENT IN TEXTILE MILLS, INCLUDING AIR FILTRATION AND WASTE HANDLING EQUIPMENT - 011	73/176,295 6/28/78	PNEUMAFIL CORP.	11 MAR. 2010
018614.152	PNEUMAFIL	1,131,720 3/11/80	WOOD DUST FILTERS, WOOD DUST EQUIPMENT, AND PARTS THEREOF - 011	73/176,296 6/28/78	PNEUMAFIL CORP.	11 MAR. 2010

OUR FILE NO.	TRADEMARK	REG. NO./DATE	GOODS/SERVICES	APPLICATION NO./DATE	COMPANY	RENEWAL DATE
018614.153	PNEUMAFIL	1,133,581 4/22/80	AIR HANDLING EQUIPMENT SPECIFICALLY FANS, BLOWERS, DUCTWORK, FILTERS, WATER ELIMINATORS, HUMIDIFIERS AND AIR COOLERS -011	73/176,294 6/28/78	PNEUMAFIL CORP.	22 APR. 2010
018614.154	PNEUMAFIL	1,159,680 7/7/81	SHEET METAL ENCLOSURES-NAMELY, BOXES AND CONTAINERS FOR A VARIETY OF DIFFERENT PURPOSES - 006	73/176,292 6/28/78	PNEUMAFIL CORP.	07 JUL. 2011
018614.157	SOUTHEASTERN PRECISION PRODUCTS, INC.	2,460,862 6/19/2001	METAL FABRICATION SERVICES PERFORMED TO THE ORDER AND SPECIFICATIONS OF OTHERS - 040	75/683,327 4/15/99	PNEUMAFIL CORP.	19 JUN. 2011
018614.162	ABINGTON	556,903 4/1/52	MACHINES USED IN TEXTILE MANUFACTURE - NAMELY, WASTE RECEIVERS, CENTRIFUGAL VACUUM PUMPS AND BLOWERS, [DYEING MACHINES, HAND KNOTTERS,] STRIPPING MECHANISM FOR CARDING MACHINES, AND PARTS OF THE FOREGOING - 007	71/600,640 7/14/50	PNEUMAFIL CORP./ ABINGTON, INC (SEE NOTE 1).	01 APR. 2002
018614.xxxx (No file)	IWE	1,143,267 12/16/80	AIR HANDLING SYSTEMS FOR COLLECTING LINT AND DUST, SAID SYSTEMS COMPRISING FANS, DUCT WORK, COLLECTOR UNITS, VALVING AND CONTROL SWITCHES - 011	73/206,146 3/5/79	PNEUMAFIL CORP.	16 DEC. 2000
018614.xxxx (No file)	PNEUMAFILTER	754,557 8/13/63	AUXILIARY EQUIPMENT FOR TEXTILE MACHINES - NAMELY, APPARATUS FOR REMOVING AND COLLECTING FOREIGN MATTER FROM AN AIRSTREAM USED IN THE PROCESSING OF TEXTILES, AND THE COMPONENTS OF SUCH EQUIPMENT - 007	72/149203 7/17/62	PNEUMAFIL CORP.	13 AUG. 2003
018149.021	VISTRAC	1,772,211 5/18/93	VISCOUS MATERIAL PROCESSING MACHINES; NAMELY, SEPARATION, EXTRACTION, PUMPING, AND CONCENTRATING MACHINES - 007	74/223,718 11/18/91	LCI CORP.	18 MAY 2003
018149.022	VISTRAN	1,862,142 11/8/94	MACHINES; NAMELY, FILM SEPARATORS FOR USE WITH VISCOUS PRODUCTS - 007	74/223,719 11/18/91	LCI CORP.	08 NOV. 2004
018149.023	LCI	1,812,598 12/21/93	INDUSTRIAL PROCESSING EQUIPMENT AND SYSTEMS; NAMELY, PUMPING SYSTEMS COMPRISED OF PUMPS, DRIVE MOTORS, GEAR REDUCERS, PUMP/MOTOR COUPLING, FLOW METERS, PUMP SEALS, MOTOR CONTROLLERS, AND SUPPORT FRAMES SOLD IN VARIOUS COMBINATIONS AS A UNIT; GRAVIMETRIC HOPPER; STATIC MIXERS; INDUSTRIAL LIQUID FILTERS FOR THE CHEMICAL INDUSTRY; GRANULATORS FOR POWDERED MATERIALS; LIQUID EXTRACTORS FRO THE CHEMICAL INDUSTRY; AND PUMPS FOR LIQUIDS - 007	74/225,950 11/27/91	LCI CORP.	21 DEC. 2003
018149.047	LCI (DESIGN)	1,821,937 2/15/94	INDUSTRIAL PROCESSING EQUIPMENT AND SYSTEMS; NAMELY, PUMPING SYSTEMS COMPRISED OF PUMPS, DRIVE MOTORS, GEAR REDUCERS, PUMP/MOTOR COUPLINGS, FLOW METERS, PUMP SEALS, MOTOR CONTROLLERS, AND SUPPORT FRAMES SOLD IN VARIOUS COMBINATIONS AS A UNIT; GRAVIMETRIC	74/282,661 6/5/92	LCI CORP.	15 FEB. 2004



OUR FILE NO.	TRADEMARK	REG. NO./DATE	GOODS/SERVICES	APPLICATION NO./DATE	COMPANY	RENEWAL DATE
018149.131	LABVAP	PENDING	HOPPERS; STATIC MIXERS; INDUSTRIAL LIQUID FILTERS FOR THE CHEMICAL INDUSTRY; GRANULATORS FOR POWDERED MATERIALS; LIQUID EXTRACTORS FOR THE CHEMICAL INDUSTRY; AND PUMPS FOR LIQUIDS - 007 (GRAVIMETRIC CONTROLLERS AND PUMP MOTOR CONTROLLERS - 009 THIN-FILM EVAPORATORS, THIN-FILM DRYERS, AND HEAT EXCHANGERS - 011 LABORATORY EQUIPMENT, NAMELY BENCH-TOP AGITATED THIN-FILM EVAPORATORS - 009	76/313,348 9/17/2001	LCI CORP.	--

## NOTES:

1. The ABINGTON trademark was purchased from Abington, Inc. by Pneumafil Corp. in July 2000. An assignment of the ownership from Abington, Inc. to Pneumafil Corp. is currently being completed and will be filed with the U.S. Patent and Trademark Office.