

01-14-2002



101945963

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

D#

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

1. Name of conveying party(ies):

Union Industrial Gas & Supply, Inc.

1-7-02

- Individual(s)
- General Partnership
- Corporation - State of Nevada
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: The Frost National Bank.

Internal Address: _____

Street Address: 2727 N. Harwood, 10th Floor

City: Dallas State Texas ZIP: 75201

- Individual(s) citizenship _____
- Association a national banking association
- General Partnership
- Limited Partnership
- Corporation- _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 29, 2001

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,719,786

Additional numbers attached? Yes No

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

Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.
Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed \$40.00
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447

(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.

Andre M. Szuwalski
Name of Person Signing

Signature

11/7/01
Date

Total number of pages comprising cover sheet: 1

01/11/2002 TDIAZI 00000270 1719786

01 FC1481

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

(Union Industrial Gas & Supply, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between UNION INDUSTRIAL GAS & SUPPLY, INC., a Nevada corporation ("Debtor"), and THE FROST NATIONAL BANK, a national banking association ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of December 22, 1999 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Credit Agreement") among Debtor, Secured Party and each of the Lenders party thereto.

R E C I T A L S:

A. Debtor and Secured Party have entered into that certain Amended and Restated Pledge and Security Agreement, dated as of June 29, 2001 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application

and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

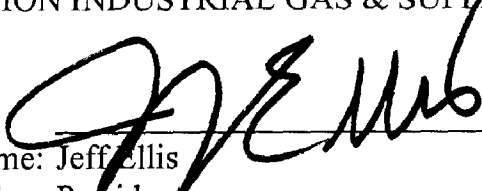
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 29 day of June, 2001.

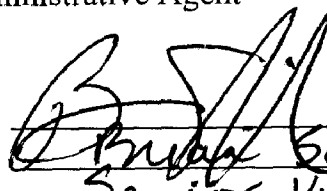
DEBTOR:

UNION INDUSTRIAL GAS & SUPPLY, INC.

By: 
Name: Jeff Ellis
Title: President

SECURED PARTY:

THE FROST NATIONAL BANK,
as Administrative Agent

By: 
Name: Brian Schneider
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 11 day of July, 2001, by Jeff Ellis, as President of Union Industrial Gas & Supply, Inc., a Nevada corporation, on behalf of such company.

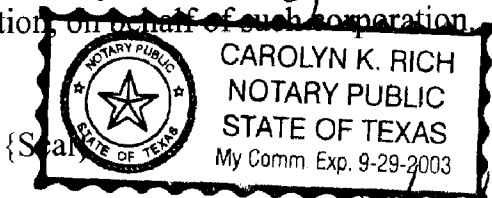
Valerie A. Graham
Notary Public in and for the State of TX

{Seal}

My commission expires: Oct 12, 2004

STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 11 day of July, 2001, by Brian Schneider as SVP of The Frost National Bank, a national banking association, on behalf of such corporation.



{Seal}

Carolyn K. Rich
Notary Public in and for the State of TX

My commission expires: 09/29/03

SCHEDULE 1

INTELLECTUAL PROPERTY

TRADEMARKS						
Owner of record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
High Purity Gas A Division of BMS, INC.	U.S.A.	High Purity Gas	1719786	09/29/92	09/29/2002	

High Purity Gas®

Logo specimen:



Union Industrial Gas Group

Logo specimen:



NESCO

Logo specimen:



DOUSSAN

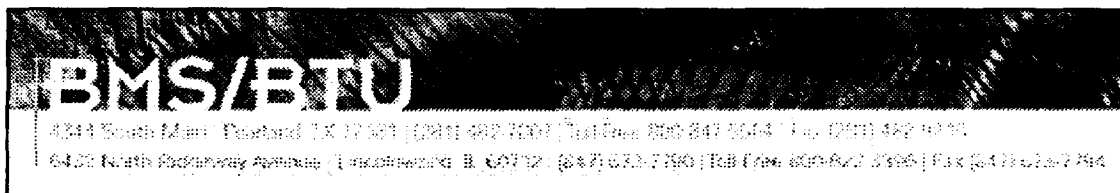
Logo specimen:



Liquilux/Texas
Logo specimen:



BMS/BTU
Logo specimen:



SPECIALTY GAS CONCEPTS
Logo specimen:



PROFUEL
Logo specimen:



VALLEY GAS & SPECIALTY EQUIPMENT

Logo specimen:



UNITED WELDING SPECIALTIES

Logo specimen:



GULF OXYGEN

Logo specimen:



ACTION WELDING SUPPLY

Logo specimen:

