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

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U.S. DEPARTMENT OF COMMERCE U.S. 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):  
Nash Industries, L.L.C., a  
Delaware limited liability company

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other limited liability company

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

2. Name and address of receiving party(ies)  
Name: General Electric Capital  
Internal Corporation, as Agent  
Address: \_\_\_\_\_

Street Address: 201 High Ridge Road  
City: Stamford State: CT Zip: 06927-5100

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: May 7, 2002

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

A. Trademark Application No.(s)  
See Attached Schedule A

B. Trademark Registration No.(s)  
See Attached Schedule A

Additional number(s) attached  Yes  No

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

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive  
Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

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.

Elizabeth J. Burns  
Name of Person Signing

Elizabeth J. Burns  
Signature

5/22/02  
Date

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

05/31/2002 6TON11 00000050 1332907

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

01 FC:481  
02 FC:482

40.00 DP  
275.00 DP

TRADEMARK  
REEL: 002515 FRAME: 0493

SCHEDULE A

B. REGISTERED TRADEMARKS

<u>Registered Trademark</u>	<u>Registration Number</u>	<u>Dated Registered</u>	<u>Country of Registration</u>
904	1332907	4/30/85	U.S.
<del>NASH 904</del>	<del>A414934</del>	<del>9/11/84</del>	<del>Australia</del>
Centrivac	757255	9/24/63	U.S.
N-Rotor design	428851	4/8/47	U.S.
NASH 904	A414934	9/11/84	
NASH	530815	9/19/50	U.S.
<del>NASH</del> (Stencil)	<del>193517</del>	<del>9/28/27</del>	<del>Japan (15)</del>
<del>NASH</del> HYTOR	<del>165444</del>	<del>8/19/54</del>	<del>India</del>
<del>NASH</del>	<del>180741</del>	<del>7/5/93</del>	<del>People's Republic of China</del>
<del>N-Rotor Design</del>	<del>Illegible</del>	<del>7/5/93</del>	<del>People's Republic of China</del>
<del>Single Lobe</del>	<del>83/0914</del>	<del>2/14/83</del>	<del>South Africa</del>
NASH-CVN Systems, Inc.	1782408	7/20/93	U.S.
Dry-Pro	2029172	1/7/97	U.S.
Performance meets the promise	1792096	9/7/93	U.S.
Seam Saver	1955285	2/6/96	U.S.
ROLLTECH	2,424,002	1/23/01	U.S.

C. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Country of Application</u>
Vectra	75/649962	U.S.
Paperworx	76/083225	U.S.
Engineeringworx	76/111491	U.S.

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 7, 2002, by NASH INDUSTRIES, L.L.C., a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all renewals or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all royalties and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

NASH INDUSTRIES, L.L.C., as Grantor

By: *Paul M. Spinale*  
Name: Paul M. Spinale  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:  *Pamela D. Estlin*   
Name: Pamela D. Estlin  
Title: duly authorized signatory

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Massachusetts  
COUNTY OF Suffolk ) ss.

On this 7<sup>th</sup> day of May, 2002 before me personally appeared Paul M. Spinale, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Nash Industries, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by the necessary limited liability company action and that he acknowledged said instrument to be the free act and deed of said limited liability company.

*Pamela D. Estlin*  
Notary Public

{seal}

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

## B. REGISTERED TRADEMARKS

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NASH	530815	9/19/50	U.S.
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Paperworx	76/083225	U.S.
Engineeringworx	76/111491	U.S.

Licenses of Licensed Intellectual Property:

A. Trademarks

1. Exclusive Original Equipment Manufacturer Sales Agreement between Marley/Torval and Nash Engineering, dated January 21, 1999.
2. Distribution Agreement between Edwards High Vacuum International and Nash Engineering, dated January 10, 1997.

B. Patents

<u>Registered Patent No.</u>	<u>Country of Issue</u>	<u>Issue Date</u>	<u>Owner</u>
5356541	US	8/29/91 5/30/95	Filterteknik B.W. AB
2075061	Canada	10/18/94	Filterteknik B.W. AB



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NEW JERSEY

# Latham & Watkins

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NEW YORK  
NORTHERN VIRGINIA  
ORANGE COUNTY  
PARIS  
SAN DIEGO  
SAN FRANCISCO  
SILICON VALLEY  
SINGAPORE  
TOKYO  
WASHINGTON, D.C.

May 24, 2002

FILE No. 025646-0087

## VIA FEDERAL EXPRESS

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Re: Trademark Security Agreement -  
GECC/Nash Industries, L.L.C.

Dear Madam/Sir:

I am enclosing a Trademark Security Agreement from GECC to Nash Industries, L.L.C., along with our check in the amount of \$315.00 representing recording fees.

If you have any questions, please feel free to contact me.

Very truly yours,



Elizabeth J. Burns,  
Senior Paralegal

EJB/mm  
Enclosures

SEARS TOWER, SUITE 5800 • CHICAGO, ILLINOIS 60606  
TELEPHONE: (312) 876-7700 • FAX: (312) 993-9767

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RECORDED: 05/30/2002

TRADEMARK  
REEL: 002515 FRAME: 0501