

**U.S. FEDERAL TRADEMARKS IN THE NAME OF
THERMAL DYNAMICS CORPORATION**

Mark	Reg. No.	App. No.
ATC		78-158742
CUTSKILL	2350680	
(Design only)		78-170393
(Design only)		78-171236
DRAG-GUN	2322300	
DUAL-FLOW (Stylized)	818670	
ECONO-PAK	2106672	
GST	2297411	
HERCULES	2309699	
MAXIMIZER	2201991	
MAXIMUM LIFE	2194177	
MERLIN	1764303	
1TORCH		78-143523
PAK	1301356	
PAK MASTER (and Design)	1870389	
RPT		78-161408
SIGNATURE	1860261	
SL30		78-143532
SL60		78-143541
SL100		78-143551
SMARTSTART	2258410	
SMART TORCH	1726644	
STAK PAK		78-195459
STAK PAK	1742174	
SURELOK	2573392	
TD (and Design)	1623456	
TD (and Design)	1927993	
THE PLASMA CUTTING REVOLUTION HAS BEGUN		78-161428
THERMAL DYNAMICS (and Design)	1316659	
TOTAL GAS MANAGEMENT		78-161434
WMS	2388995	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2003, by THERMAL DYNAMICS CORPORATION, a Delaware corporation (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as Collateral Agent, for the benefit of itself and the New Term Lenders (the "Agreement").

WHEREAS, the Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "PTO") (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Credit Agreement, the Grantor has entered into that certain Security Agreement, dated as of May 23, 2003 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Collateral Agent, for the benefit of itself and the New Term Lenders; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Collateral Agent, for the benefit of itself and the New Term Lenders, a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the PTO or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Obligations.

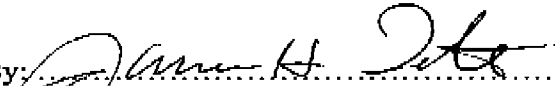
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Collateral Agent, for the benefit of itself and the New Term Lenders, of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent, for the benefit of itself and the New Term Lenders, with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

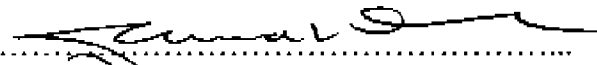
The Collateral Agent's address is Deutsche Bank Trust Company Americas Corporate Trust & Agency Services - MS NYC03-0912, 280 Park Avenue, New York, NY 10017.

IN WITNESS WHEREOF, the parties hereto duly executed or caused this Supplement to the Security Agreement to be duly executed as of [1/1] the date first written above

THERMAL DYNAMICS CORPORATION

By: 
Name: **James H. Tate**
Title: **Senior Vice President**

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

By: 
Name: **RICHARD L. BUCHWALTER**
Title: **VICE PRESIDENT**

STATE OF New York)
) ss.:
COUNTY OF New York)

James H. Tate

On this 22nd day of May, 2003 before me personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at 17605 Lasigndra Dr., Chesterfield, MO 63005 and that he/she is Senior Vice President of the Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

Patricia Peterson
Notary Public

PATRICIA PETERSON
Notary Public, State of New York
No. 01PE4878514
Qualified in New York County
Commission Expires March 4, 2007

