

05-29-2003

52903



102459025

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

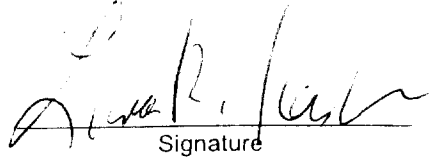
<p>1. Name of conveying party(ies):</p> <p>Thermal Arc, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State Delaware</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>General Electric Capital</u> Internal <u>Corporation, as Agent</u></p> <p>Address: _____</p> <p>Street Address: <u>201 High Ridge Road</u></p> <p>City: <u>Stamford</u> State: <u>CT</u> Zip: <u>06927-5100</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Delaware</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>05/23/03</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No. (s) <u>See continuation</u> <u>of item 4 attached hereto</u></p>	<p>B. Trademark Registration No. (s) <u>See continuation</u> <u>of item 4 attached hereto</u></p>
<p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Linda R. Kastner</u></p> <p>Internal Address: <u>c/o Latham & Watkins</u> <u>Sears Tower, Suite 5800</u></p> <p>Street Address: <u>233 South Wacker Drive</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u></p>	<p>6. Total number of applications and registrations involved: 32</p> <p>7. Total fee (37 CFR 3.41).....\$<u>815.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner  05/29/03

Name of Person Signing Signature Date

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

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

05/30/2003 TDIAZ1 00000014 2422160
01 FC:8521 40.00 DP
02 FC:8522 775.00 DP

**U.S. FEDERAL TRADEMARKS IN THE NAME OF
THERMAL ARC, INC.**

<u>Mark</u>	<u>Reg. No.</u>	<u>App. No.</u>
DRAGSTER	2422160	
GOT POWER?	2592178	
POWER-MASTER	2394247	
RAIDER		76-394935
TIGWAVE	2473488	
VIKING	2225609	
EXPLORER	2465943	
PLAS-WELD	1381179	
POWER-PLUS	2211717	
PREDATOR	2276547	
PRO-LITE	2204380	
PRO-PLUS	2201858	
PRO-WAVE	2207577	
P-WEE	2192711	
SCOUT	2322198	
SMART LOGIC	2265811	
SYNERWELD	2278393	
T-BIRD	2324821	
THERMAL ARC (and Design)	799830	
THERMAL ARC INC. (Stylized)	1429039	
TROOPER	2278394	
ULTIMA	2196871	
XL	2217888	
ADVANTAGE HF	1557769	
ARC-MASTER	1799095	
EXCEL-ARC	1796291	
FABRICATOR	1558889	
FABSTAR	1667523	
HEFTY	2233442	
MEGA-ARC	1147547	
PORTA-FEED	2233443	
ULTRA FEED	2092110	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2003, by THERMAL ARC, INC., a Delaware corporation ("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 and the other Borrowers party thereto;

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");

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 and mortgage on 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 together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature now existing or hereinafter adopted or acquired and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of

America, any states thereof, or any other country or subdivision thereof, to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products 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.

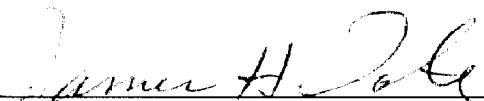
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and 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.

4. COUNTERPARTS. This Trademark Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Trademark Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

[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.

THERMAL ARC, INC.

By: 

Name: James H. Tate

Title: Senior Vice President, Chief
Financial Officer and Office of
the Chairman

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____

Name: _____

Title:

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.

THERMAL ARC, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: *Alan Campbell*
Name: *Alan Campbell*
Title: *Duly Authorized Signatory*

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

[See Attached]

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