

06-23-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE 102479840

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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RE ▼ ▼

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

1. Name of conveying party(ies):

6-4-03

Thermal Arc, Inc.

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

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Internal Company Americas Address: (in its capacity as Collateral Agent) 280 Park Avenue City: New York State: NY Zip: 10017

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other New York Banking Corporation

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 23, 2003

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

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

B. Trademark Registration No.(s) See Attached List

Additional number(s) attached Yes No

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

Name: Christine F. Benton

Internal Address: Clifford Chance US LLP

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved:

32

7. Total fee (37 CFR 3.41): \$ 815

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

18-1843

DO NOT USE THIS SPACE

9. Signature.

Christine F. Benton

Name of Person Signing

C.F. Benton

Signature

6/4/03

Date

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

7

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

TRADEMARK REEL: 002760 FRAME: 0424

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

Mark	Reg. No.	App. No.
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	
ULTRAFEED	2092110	

06/05/2003
700032424

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

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

2. Name and address of receiving party(ies)
Name: Deutsche Bank Trust
Internal Company Americas
Address (in its capacity as Collateral
Agent) 280 Park Avenue
Street Address: _____
City: New York State: NY Zip: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other New York Banking Corporation

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)
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Name of Person Signing

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Signature

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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 (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.

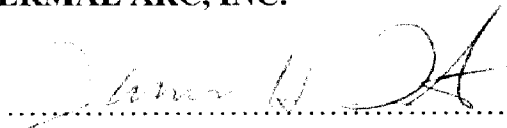
The Collateral Agent’s address is Deutsche Bank Trust Company Americas Corporate Trust & Agency Services – MS NYC03-0912, 280 Park Avenue, New York, NY 10017.

NYB 1415416.1

TRADEMARK
REEL: 002760 FRAME: 0428

IN WITNESS WHEREOF, the parties hereto duly executed or caused this Supplement to the Security Agreement to be duly executed as of [1/17/01] the date first written above.

THERMAL ARC, INC.

By: 

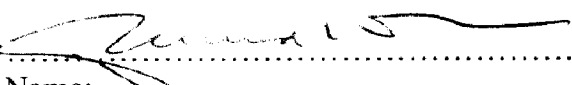
Name:

James H. Tate

Title:

Senior Vice President

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

By: 

Name:

RICHARD L. BUCHWALTER

Title:

VICE PRESIDENT

NYB 1415416.1

TRADEMARK
REEL: 002760 FRAME: 0429

STATE OF New York)
) ss.:

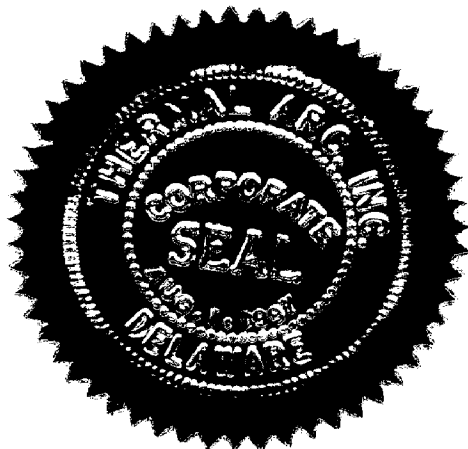
COUNTY OF New York

On this 22nd day of May, 2003, before me personally appeared James H. Tate, to me known, who, being by me duly sworn, did depose and say that he/she resides at 1760 Casjandra, 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. 01PE4978514
Qualified in New York County
Commission Expires March 4, 2007



NYB 1415416.1

RECORDED: 06/05/2003

TRADEMARK
REEL: 002760 FRAME: 0430