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08-04-2003

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To the Honorable Commissioner of

102514912

attached original documents or copy thereof.

1. Name of conveying party(ies):
HUNT VALVE COMPANY, INC.

9-1-03

- Individual(s)
- General Partnership
- Corporation-State DE
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

July 25, 2003

Execution Date:

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association, as
Collateral Agent

Internal Address:

Street Address : 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

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

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark

A. Trademark Application No.(s)
76/247,315

B. Trademark Registration
2,411,811 2,236,290 1,269,612 1,983,828

Additional numbers attached? NO

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

Name: Rebecca L. Foley

Internal Address:

Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

Street Adc

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

5

7. Total fee (37 CFR) \$ 140.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

08/05/2003 6TON11 00000018 76247315

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

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 of the original document.

Rebecca L. Foley

Name of Person

Rebecca L. Foley

Signature

7/30/03

Date

14

Total number of pages including cover sheet, attachments, and

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

**HV ENHANCEMENT GUARANTY
COLLATERAL TRADEMARK SECURITY AGREEMENT**

THIS HV ENHANCEMENT GUARANTY COLLATERAL TRADEMARK SECURITY AGREEMENT ("Security Agreement") made as of the 25th day of July, 2003, by **HUNT VALVE COMPANY, INC.**, a Delaware corporation ("**Company**") in favor of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, as collateral agent ("**Collateral Agent**"), having an office at 135 South LaSalle Street, Chicago, Illinois 60606, for the benefit of the Seaboard Lenders referred to below.

WITNESSETH:

WHEREAS, Seaboard International Inc. ("**Borrower**"), Seaboard Holdings, Inc. ("**Holdings**"), LaSalle Bank National Association, in its individual capacity as a lender ("**LaSalle**") and as administrative agent, Banc of America Commercial Finance Corporation, in its individual capacity as a lender ("**BACFC**"; BACFC and LaSalle and their respective successors and assigns permitted by the terms of the Guaranty referred to below are herein referred to as the "**Seaboard Lenders**") and as documentation agent, and Lenders have entered into that certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"; capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement) pursuant to which the Lenders have agreed to make available to Borrower certain loans and other financial accommodations on the terms and conditions set forth therein (collectively, the "**Loans**"); and

WHEREAS, the Company has executed that certain Guaranty of even date herewith by and among Company, ValveCo Inc., a Delaware corporation ("**ValveCo**") and ValveCo Holding Company, a Delaware corporation ("**Holding**") (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty**") in favor of the Seaboard Lenders, pursuant to which the Company has agreed to guaranty certain debts of Holdings and Borrower arising under the Credit Agreement as more fully described in the Guaranty; and

WHEREAS, it is a condition precedent to the making of the Loans and other financial accommodations under the Credit Agreement by Lenders that Company shall have granted the security interest and made the collateral assignment contemplated by this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce Lenders to make the Loans under the Credit Agreement, Company hereby grants the security interests contemplated hereby and executes and delivers this Security Agreement:

1. Definition. As used herein, "**Event of Default**" means the occurrence of a "Triggering Event" as defined in the Guaranty.

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2. Collateral Trademark Security Agreement. To secure the prompt and complete payment, observance and performance of all of the obligations and liabilities under (i) the Guaranty, (ii) this Security Agreement and (iii) the other HV Enhancement Security Documents (collectively, the “**Liabilities**”), Company hereby grants, bargains, assigns, mortgages, pledges, sells and creates a security interest in and transfers and conveys same to Collateral Agent, and its respective successors, transferees and assigns permitted under the Guaranty, as and by way of a first mortgage and security interest having priority over all other security interests (except for the security interests, liens, rights and encumbrances granted by Company pursuant to that certain Amended and Restated Credit Agreement of even date herewith (the “**HV Credit Agreement**”) by and among Company, ValveCo, Holding, LaSalle Bank National Association, in its capacity as administrative agent (in such capacity “**Hunt Valve Agent**”), Banc of America Commercial Finance Corporation as documentation agent, and the lenders from time to time party thereto, pursuant to which Company granted a security interest in substantially all of its assets to Hunt Valve Agent and the Lenders under the HV Credit Agreement (the “**Permitted Liens**”)) with power of sale as hereinafter provided, to the extent permitted by law, with respect to all of the following property of Company, whether now owned or existing or hereafter acquired or arising (collectively, the “**Collateral**”):

(a) trademarks, trademark registrations, interests under trademark license agreements, trade names and trademark applications (except for intent to use applications) for which registrations have been issued or applied for in the United States Patent and Trademark Office, or used in the United States or any state, territory or possession thereof, including, without limitation, the trademarks, trademark registrations and applications listed on Annex A attached hereto and made a part hereof and the trademark license agreements (both as licensee and licensor) listed on Annex B attached hereto and made a part hereof and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof but excluding attorneys’ fees and court costs payable to Company in respect thereto, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademark, trademark registrations, and interests under trademark license agreements, trade names and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); and

(b) the goodwill of Company’s business connected with the Trademarks.

3. Licenses. Unless an Event of Default shall have occurred and be continuing, the Collateral Agent hereby grants to Company, without representation or warranty of any kind, express or implied, the exclusive, nontransferable right and license to use the Collateral, for Company’s own benefit and account, but only for so long as no Event of Default has occurred and is continuing. Company agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Company in this paragraph, without the prior written consent of the Collateral Agent. Upon the occurrence and during the continuance of any Event of Default, Company’s license with

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respect to the Collateral as set forth in this paragraph shall terminate automatically without any requirement of notice to Company of such termination, and the Collateral Agent shall thereupon have, in addition to all other rights and remedies given it by this Security Agreement, those allowed by the federal laws of the United States and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Collateral may be located. The parties hereto agree that such license is and will remain subject to the licenses granted to Hunt Valve Agent pursuant to the Financing Documents under the HV Credit Agreement.

4. Restrictions on Future Agreements. Company agrees that until all Liabilities shall have been satisfied in full and the Guaranty shall have been terminated, Company will not, without Collateral Agent's prior written consent, abandon any Trademark or, except as may have been or will be required by the HV Credit Agreement, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with Company's obligations under this Security Agreement if such actions would materially adversely affect the fair market value of the Collateral or the benefits of this Security Agreement granted to Collateral Agent including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Collateral Agent hereunder unless such agreement is necessary for the preservation, maintenance or continuation of the Permitted Liens, and Company further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Collateral Agent under this Security Agreement and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.

5. New Trademarks. If, before the Liabilities have been satisfied in full and the Guaranty terminated, Company shall (i) obtain rights to any new trademarks, trademark registrations or applications or trade names used in the United States or any state, territory or possession thereof, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or trade name used in the United States or any state, territory or possession thereof, the provisions of paragraph 1 above shall automatically apply thereto and Company shall give to Collateral Agent prompt written notice thereof. Company hereby authorizes Collateral Agent to modify this Security Agreement by amending Annex A and Annex B to include any future trademarks, trademark registrations, trademark applications, trade names and license agreements which are Trademarks, as applicable, under paragraph 1 above or under this paragraph 5.

6. Additional Representations and Warranties. Company hereby represents, warrants, covenants and agrees that:

(a) to the best of its knowledge after due inquiry on the date of this Security Agreement it is the owner of all right, title and interest in the Trademarks listed on Annex A and Annex B (other than any licensed to Company), except for the Permitted Liens, and, if not, it will forthwith take all actions necessary to become the owner thereof. Except as otherwise provided herein or in the other HV Enhancement Security Documents, it is and will continue to be the owner of all right, title and interest in the Collateral so long as the Trademarks shall continue in force, free from any lien or security interest, other than the Permitted Liens, in favor of any Person except for the security interest granted to Collateral Agent.

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(b) it has the full right and power to grant the security interest in the Collateral made hereby.

(c) except for the Permitted Liens, it has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral except for license agreements to use such Trademarks granted to licensees described on Annex B hereto.

(d) except for financing statements filed in connection with the Permitted Liens, there is no financing statement or other document or instrument now signed or on file in any public office covering any part of the Collateral, except those showing Collateral Agent as secured party, and so long as any Obligations, as defined in the Guaranty, remain outstanding under the Guaranty or the Guaranty has not terminated, it will not execute or file in any public office, any such financing statement or other document or instruments, except financing statements filed or to be filed in favor of Collateral Agent.

(e) subject to any limitation stated therein or in connection therewith, all information furnished to Collateral Agent or the other Lenders concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.

(f) to the best of Company's knowledge and belief after due inquiry, no material infringement or unauthorized use presently is being made of any of the Trademarks which would materially adversely affect the fair market value of the Collateral or the benefits of this Security Agreement granted to Collateral Agent including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Collateral Agent hereunder.

7. Royalties; Terms. Company hereby agrees that any rights granted hereunder to use by Collateral Agent and its successors, transferees and assigns with respect to all Collateral as described above shall be worldwide and without any liability for royalties or other related charges from Lenders, ratably, to Company. The term of the assignments of security interest granted herein shall extend until the earlier of (i) the expiration or termination of each of the Trademarks assigned hereunder or (ii) all Liabilities have been paid in full and the Guaranty has been terminated.

8. Collateral Agent's Right to Inspect. Collateral Agent shall have the right, at any time and from time to time, to inspect Company's premises and to examine Company's books, records and operations. Company agrees not to sell or assign its interest in, or grant any license under, any of the Collateral without the prior written consent of Collateral Agent. Unless Collateral Agent reasonably determines that to do so would be adverse to its interests, Collateral Agent will give Company reasonable advance notice and make any inspections during Company's normal business hours.

9. Release of Security Interest.

(a) This Security Agreement is made for collateral purposes only. Upon payment in full of all Liabilities and termination of the Credit Agreement, Collateral Agent shall, at Company's sole cost and expense, execute and deliver to Company all termination statements, assignments and other instruments as may be necessary or proper to re-vest in Company full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by Collateral Agent pursuant to the Guaranty, this Security Agreement or the other HV Enhancement Security Documents.

(b) Upon any sale, assignment, lease or other disposition of all or any part of the Collateral permitted by the Guaranty or the HV Enhancement Security Documents or in connection with the sale, assignment, lease or other disposition of assets permitted by the Guaranty or the HV Enhancement Security Documents, with application of the proceeds thereof made in accordance with the Guaranty or the HV Enhancement Security Documents, Collateral Agent acknowledges and agrees that the security interest in the Collateral granted hereby shall be released and that it shall execute and deliver to Company all termination statements, assignments and other documents and instruments as may be necessary or desirable to fully release the security interest in such Collateral granted hereby.

10. Duties of Company. Company shall have the duty (i) to prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until all Liabilities shall have been paid in full and the Guaranty shall have been terminated, (ii) to make application on Trademarks, as appropriate, and (iii) to preserve and maintain all rights in trademark applications, trademarks, trade names, interests under trademark license agreements and trademark registrations that are part of the Trademarks, the fair market value of the Collateral, in each case to the extent such items are still used or useful in the business of Company, or the benefits of this Security Agreement granted to Collateral Agent including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Collateral Agent hereunder. Any expenses incurred in connection with such applications shall be borne by Company. Company agrees to retain an experienced trademark attorney approved by Collateral Agent for the filing and prosecution of all such applications and other proceedings at the time of such filing or prosecution. Company shall not abandon any right to file a trademark application or any pending trademark application without the consent of Collateral Agent.

If Company fails to comply with any of the foregoing duties, Collateral Agent may do so in Company's name to the extent permitted by law, but at Company's expense, and Company hereby agrees to reimburse Collateral Agent in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Collateral Agent in protecting, defending and maintaining the Collateral, which counsel may be the employee of the Collateral Agent.

In the event that Company shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or security interest prohibited hereby, or shall fail to comply with any other duty hereunder, Collateral Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Company, and all moneys so paid out shall be deemed a part of the "Obligations" (as defined in the Guaranty) due and payable pursuant to Section 5 thereof.

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11. Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Collateral Agent or its successors, transferees and assigns and shall have the right, but shall in no way be obligated, to bring suit in their own name to enforce the Trademarks, and any licenses thereunder, and, if Collateral Agent or any such other party shall commence any such suit, Company shall, at the request of Collateral Agent or such other party, do any and all lawful acts and execute any and all proper documents required by Collateral Agent or such other party in aid of such enforcement and Company shall promptly, upon demand, reimburse and indemnify Collateral Agent or such other party for all costs and expenses incurred by Collateral Agent or such other party in the exercise of their rights under this paragraph 9.

12. Waivers. No course of dealing between Company and Collateral Agent or any of their respective successors, transferees and assigns, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent or any such other party, any right, power or privilege hereunder or under the Guaranty or any other HV Enhancement Security Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Guaranty. All of the rights and remedies of Collateral Agent, the other Lenders and their successors, transferees and assigns permitted under the Guaranty with respect to the Collateral, whether established hereby, by the Guaranty, any other HV Enhancement Security Documents or by law shall be cumulative and may be exercised singularly or concurrently. Company hereby authorizes Collateral Agent to make, constitute and appoint any officer or agent of Collateral Agent as Collateral Agent may select, in its sole discretion, as Company's true and lawful attorney-in-fact, with power (i) at any time after the occurrence of an Event of Default, to endorse Company's name on all applications, documents, papers and instruments necessary or desirable for Collateral Agent in the use of the Collateral, or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance upon title thereof created after the date of this Security Agreement, and (ii) at any time and from time to time to take any other actions with respect to the Collateral as Collateral Agent reasonably deems in its best interests. Collateral Agent hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Liabilities shall have been paid in full and the Guaranty has been terminated. Company acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent, the other

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Lenders or their successors, transferees and assigns under the Guaranty but rather is intended to facilitate the exercise of such rights and remedies. Collateral Agent and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located. Recourse to security will not be required at any time.

16. Care of Collateral. Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as Company shall request in writing, but failure of Collateral Agent to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Collateral Agent to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by Company shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral unless such failure is the result of gross negligence or willful misconduct.

17. Certain Rights Regarding Collateral and Liabilities. Collateral Agent may, upon the occurrence and during the continuance of an Event of Default, without notice to Company, take all or any of the following actions: (a) transfer all or any part of the Collateral into the name of Collateral Agent or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder, (b) notify the parties obligated on any of the Collateral to make payment to Collateral Agent of any amounts due or to become due hereunder, (c) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto and (d) take control of any proceeds of the Collateral. Collateral Agent may, furthermore, from time to time, whether before or after any of the Liabilities shall become due and payable, without notice to Company, take all or any of the following actions: (a) retain or obtain a security interest in any property, in addition to the Collateral, to secure any of the Liabilities, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Company with respect to any of the Liabilities, (c) extend or renew for any period (whether or not longer than the original period) or exchange any of the Liabilities or release or compromise any obligation of any nature of any party with respect thereto, (d) surrender, release or exchange all or any part of any property, in addition to the Collateral, securing any of the Liabilities, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect to any such property, and (e) resort to the Collateral for payment of any of the Liabilities whether or not it shall have resorted to any other property securing the Liabilities or shall have proceeded against any party primarily or secondarily liable on any of the Liabilities.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon Company and its respective successors and assigns, and shall inure to the benefit of Collateral Agent and its successors, transferees and assigns under the Guaranty.

19. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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Notice. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in accordance with the provisions of the Guaranty.

20. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS AGREEMENT AND EACH NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. BOTH THE COMPANY AND HOLDING HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS AND OF ANY ILLINOIS STATE COURT SITTING IN CHICAGO FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. BOTH THE COMPANY AND HOLDING IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 20. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

21. WAIVER OF JURY TRIAL. EACH OF THE COMPANY, HOLDING, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE FINANCING DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY RIGHTS THAT IT MAY HAVE TO CLAIM OR RECEIVE CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE FINANCING DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

22. Acknowledgment of Existing Liens. The parties hereto expressly acknowledge that, notwithstanding anything to the contrary contained herein, the security interests granted in the Collateral pursuant to this Security Agreement and all representations, warranties and covenants regarding the security interests are made in full awareness and acceptance of, the security interests, liens and encumbrances in and on the Collateral granted pursuant to: (i) that certain Collateral Trademark Security Agreement dated as of August 28, 1998 by and between Company and Hunt Valve Agent and (ii) that certain Collateral Trademark Security Agreement dated as of July 1, 2001 by and between Company and Hunt Valve Agent (as the foregoing (i) and (ii) have been amended and as reaffirmed by that certain Master Reaffirmation and Amendment to Financing Documents of even date herewith by and among Company, Hunt Valve Agent, and the other parties thereto, and as each may be further amended, restated, supplemented or otherwise modified from time to time

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according to its terms).

In accordance with and pursuant to the terms of the Guaranty, prior to or in connection with the consummation of any transaction which results in the Seaboard Lenders being different entities than the lenders under the HV Credit Agreement (the “**Other Lenders**”), the Seaboard Lenders and the Other Lenders will enter into an intercreditor agreement, in form and substance satisfactory to the Seaboard Lenders and the Other Lenders, in their sole discretion, which will set forth the relative rights and preferences of the Seaboard Lenders and the Other Lenders with respect to the assets in which the Seaboard Lenders have an interest pursuant to the HV Enhancement Security Documents.

*-Remainder of Page Intentionally Left Blank-
[Signature Page Follows]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Security Agreement as of the day first above written.

HUNT VALVE COMPANY, INC.,
a Delaware corporation

By: SR. B.
Name: Steven R. Brown
Title: Vice President

Address: 1913 East State Street
Salem, Ohio 44460

LASALLE BANK NATIONAL ASSOCIATION, a
national banking association, as Administrative Agent

By: _____
Name: _____
Title: _____

Address: 135 South LaSalle Street
Chicago, Illinois 60603

Attention: Ms. Ana Winters


IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Security Agreement as of the day first above written.

HUNT VALVE COMPANY, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Address: _____

LASALLE BANK NATIONAL ASSOCIATION, a
national banking association, as Administrative Agent

By:  _____
Name: Ana Winters
Title: Vice President

Address: 135 South LaSalle Street
Chicago, Illinois 60603

Attention: Ms. Ana Winters

ANNEX A
to
Collateral Trademark Security Agreement

Trademarks and Tradenames

Hunt Valve Company, Inc. owns the following trademarks:

<u>Trademark Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>	<u>Description</u>
76/247,315	4/27/2001	TBD	Pending	Mega-Flo
2,411,811	12/9/1998	12/12/2000	Registered	Hunt Valve
2,236,290	10/20/1997	3/30/1999	Registered	Worldclass, Worldwide
1,269,612	5/16/1980	3/13/1984	Registered	Hunt Hy-Life Gear Pump

Hunt Valve Company, Inc. currently has the right to use the mark HEMIWEDGE (Trademark Number: 1,983,828; Filing Date: 4/27/1996; Issue Date: 7/2/1996; Status: Registered).

Tradenames

Hunt Valve Company, Inc. owns and has the right to use the following tradenames:

Mega-Flo	Custom Challenger
UniPLEX	Scalebreak
WAECO	Hunt Valve
P.J. Valves	Hunt-SECO
Union Flonetics	Hunt-EDELSA
Morland Valve	Hunt-Cornerstone
Mod-Stack	CVI
Combo Valve	Cornerstone Valve

Domain Names

The Company has the following registered Domain names:

huntvalve.com
huntseco.com
logansportcylinders.com

ANNEX B
to
Collateral Trademark Security Agreement
Trademark License Agreement

<u>Name/Address</u>	<u>Description of License Agreement</u>	<u>Licensee under Agreement</u>
None		