

9/15/03

09-09-2003

6/05/03

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



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

102544409

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

1. Name of conveying party(ies):

Thermal Arc, Inc.

- 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 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

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

OFFICE OF PRINCIPAL RECORDS 2003 SEP -5 AM 10:48 FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Christine F. Benton

Name of Person Signing

C.F. Benton

Signature

6/4/03

Date

09/06/2003 LUELLER 00000094 181843 2422163 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

01 FC:8521 40.00 DA 02 FC:8522 775.00 DA

TRADEMARK REEL: 002824 FRAME: 0053

**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
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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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Thermal Arc, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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

Execution Date: May 23, 2003

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust
Internal Company Americas
Address (in its capacity as Collateral Agent)
Street Address: 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

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

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

B. Trademark Registration No.(s) _____
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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 | |
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| XL | 2217888 | |
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| FABSTAR | 1667523 | |
| HEFTY | 2233442 | |
| MEGA-ARC | 1147547 | |
| PORTA-FEED | 2233443 | |
| ULTRAFEED | 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.

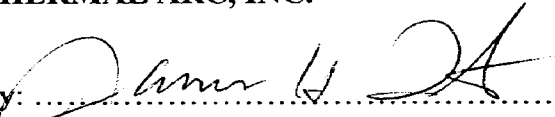
The Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent, for the benefit of itself and the New Term Lenders, with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement;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

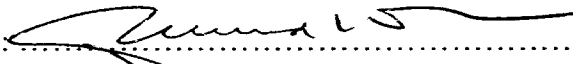
NYB 1415416.1

IN WITNESS WHEREOF, the parties hereto duly executed or caused this Supplement to the Security Agreement to be duly executed as of [1/17] 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. BUCKWALTER**
Title: **VICE PRESIDENT**

NYB 1415416.1

TRADEMARK
REEL: 002824 FRAME: 0058

STATE OF New York)
) ss.:

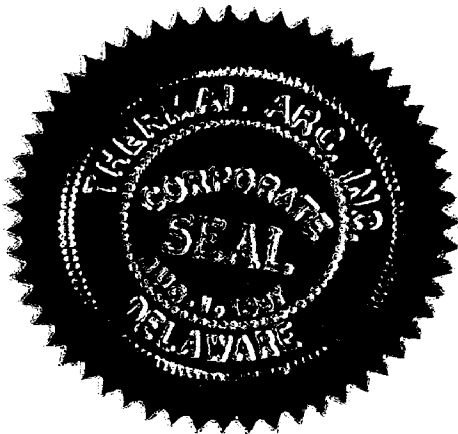
COUNTY OF New York

On this 2nd 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 17601 Casandra 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

TRADEMARK
REEL: 002824 FRAME: 0059

TRADEMARK SECURITY AGREEMENT

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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

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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.

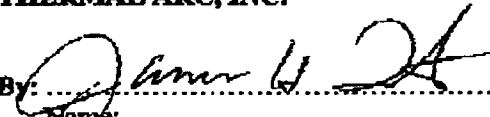
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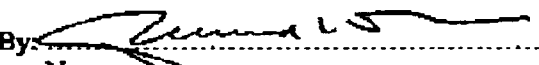
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By: 
Name: **James H. Tate**
Title: **Senior Vice President**

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

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

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STATE OF New York)
) ss.:

COUNTY OF New York

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Patricia Peterson

Notary Public

PATRICIA PETERSON
Notary Public, State of New York
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Commission Expires March 4, 2007



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