

01-06-2004

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings

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

1. Name of conveying party(ies):

Haskel International, Inc.

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent
Internal

Address: _____

Street Address: 335 Madison Avenue, 12th Floor

City: New York State: NY Zip: 10017

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

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: December 31, 2002

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

A. Trademark Application No.(s)
None

B. Trademark Registration No.(s)

1,253,344; 1,142,255; 1,056,449

Additional number(s) attached Yes No

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

Name: _____

Intern Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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 copy of the original document.

Ian Hathaway
Name of Person Signing

Signature

01/05/04
Date

Total number of pages including cover sheet, attachments, and document: **11**

01/07/2004 LNUJELLER 00000009 1253344

01 FC:8521
02 FC:8522

40.00 DP
50.00 DP

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

TRADEMARK
REEL: 002895 FRAME: 0429

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2003, by Haskel International, Inc. (successor to Haskel, Inc. (f/k/a Haskel Engineering and Supply Company)), a California 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 Lenders (including all annexes, exhibits and schedules thereto, and 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 on behalf of Grantor;

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 and 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 the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. To secure the prompt and complete payment, performance and observance of all the Obligations and all renewals, extensions, restructurings and refinancing thereof, Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, extensions or renewals 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 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, for itself and the benefit of 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.

[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.

Haskel International, Inc.

By: A.C. Zedlitz III
Name: Alfred Zedlitz III
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

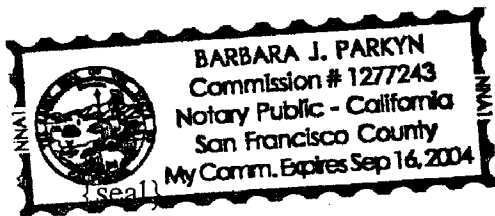
GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
) ss.
COUNTY OF SAN FRANCISCO)

On this 29 day of December, 2003 before me personally appeared Alfred Zedlitz III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Haskel International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Barbara J. Parkyn

Notary Public

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

HASKEL INTERNATIONAL, INC.

U.S. Trademark Registrations

Mark	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
SUPERSWAGE	United States	10/04/83	1253344
HYDROSWAGE	United States	12/09/80	1142255
HASKEL	United States	01/18/77	1056449

HASKEL INTERNATIONAL, INC.

U.S. Trademark Applications

None

HASKEL INTERNATIONAL, INC.

U.S. Trademark Licenses

None

HASKEL INTERNATIONAL, INC.

U.K. Trademark Registrations

Mark	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
HASKEL (stylized letters)	UK	(03/06/73)	1007632

HASKEL INTERNATIONAL, INC.

U.K Trademark Applications

None

HASKEL INTERNATIONAL, INC.

U.K Trademark Licenses

None