

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Constellation Pumps Corporation		11/02/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	1 Liberty Plaza
Internal Address:	24th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Canadian Charter Bank:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2548685	ZEDRIVE
Registration Number:	674143	ZENITH
Registration Number:	1133502	ZENITH

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Lowell Dashefsky

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

5543/11566

NAME OF SUBMITTER:

James H. Lik

900015276

TRADEMARK
REEL: 002973 FRAME: 0852

CH \$90.00 2548685

Total Attachments: 4

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FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated May 2, 2004, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of The Bank of Nova Scotia, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, CLFX Corporation, a Delaware corporation, as the US Borrower, Allweiler AG, a company organized under the laws of the Federal Republic of Germany, Colfax Corporation, a Delaware corporation and the subsidiaries of Colfax Corporation listed on the signature pages thereto as guarantors, have entered into a Credit Agreement dated as of May 30, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Merrill Lynch, Pierce, Fenner & Smith Incorporated as Sole Bookrunning Lead Arranger and Syndication Agent, Wachovia Bank, National Association as Documentation Agent, The Bank of Nova Scotia as Administrative Agent, the Collateral Agent, and the lender parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated May 30, 2003 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and the certain Intellectual Property Security Agreement dated May 30, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other government authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement, obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CONSTELLATION PUMPS
CORPORATION

By: 

Name: Thomas M. O'Brien
Title: Senior Vice President

Address for Notices:
993 Lenox Drive
Suite 200
Laurenceville, NJ 08648

Schedules A, B and C

Patents

Country	Patent Number	Title	Registration Date
United States	10/626,962	Ventilated Pump Shaft Seal	7/25/2003
United States	60/483,570	Compliant Viscous Seal for fluid transfer device	6/27/2003
United States	6,135,741	Recirculating flow path for gear pump	10/24/2000
United States	6,171,089	External Gear Pump with drive gear seal	1/9/2001
United States	6,318,167	Volumetric Test Stand Cylinder Monitor/Controller	11/20/2001
United States	6,685,453	Fluid transfer machine with drive shaft lubrication and cooling	2/3/2004
United States	6,764,284	Pump mount using sanitary flange clam	7/20/2004
European Union	1267078 (App. No. EP02254183.3)	Fluid transfer machine with drive shaft lubrication and cooling	6/14/2002

Trademarks

Country	Application/Registration Number	Mark	Registration Date
Argentina	1,747,827	ZENITH	9/2/1986
China	286,166	ZENITH	5/10/1987
China	254,218	ZENITH	6/30/1986
Mexico	667636	ZENITH	6/28/2000
Taiwan	683870	ZENITH	7/16/1995
United States	2,548,685	ZEDRIVE	3/19/2002
United States	674,143	ZENITH	2/17/1959
United States	1,133,502	ZENITH	4/22/1980