

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Flexitallic Investments, Inc.		05/05/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Foothill, Inc.
<b>Street Address:</b>	One Boston Place, Suite 1800
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2865513	ALLIED DISTRIBUTOR FLEXITALLIC
Serial Number:	75764674	F
Serial Number:	73626915	FLEXICARB
Registration Number:	1147169	FLEXICARB
Registration Number:	91864	FLEXITALLIC
Serial Number:	78393377	FLEXITALLIC TURNAROUND MANAGER
Registration Number:	1393238	FLEXITE
Registration Number:	2697149	FLEXPRO
Registration Number:	2800807	FLEXPRO
Registration Number:	1807519	LS
Serial Number:	78408091	SIGMA
Registration Number:	2556354	SIGMA
Registration Number:	2572720	THERMICULITE
Registration Number:	2810041	THERMICULITE

**CH \$415.00 2865513**

Registration Number:	2355937	THERMICULITE
Registration Number:	2618629	THERMICULITE

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2127562388  
Email: daniel.angel@srz.com  
Correspondent Name: Daniel Angel, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (025983/0114)
Signature:	/sas for da/
Date:	05/26/2005

**Total Attachments: 8**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5<sup>th</sup> day of May, 2005 by and between FLEXITALLIC INVESTMENTS, INC., a Delaware corporation (the "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated May 5, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among The Flexitallic Group, Inc., a Delaware corporation ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereto as Borrowers (such Subsidiaries are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), each of Parent's Subsidiaries identified on the signature pages thereto as Guarantors (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Guarantor", and individually and collectively, jointly and severally, as the "Guarantors") the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated as of May 5, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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, the 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 Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTERESTS IN TRADEMARK COLLATERAL. (a) The Grantor hereby unconditionally grants to Agent, for the benefit of the First Lien Lender Group, a continuing First Priority Security Interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

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

(ii) all reissues, continuations, extensions, modifications or renewals of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

(b) The Grantor hereby unconditionally grants to Agent, for the benefit of the Second Lien Lender Group, a Second Priority Security Interest in the Trademark Collateral.

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 the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interests 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.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes Agent to unilaterally modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing Security Interests in all Trademark Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by electronic transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

**GRANTOR:**

FLEXITALLIC INVESTMENTS, INC.,  
a Delaware corporation

By:   
Name: Russell E Ginn  
Title: CEO AND President


[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003092 FRAME: 0643**

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO FOOTHILL, INC., as Agent

By:   
Name: Renee D. Lefebvre  
Title: VP

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

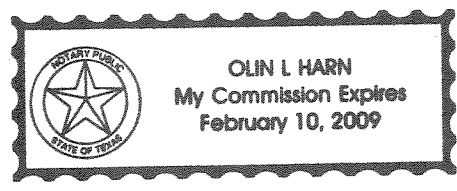
**TRADEMARK  
REEL: 003092 FRAME: 0644**

STATE OF Texas

ss.:

COUNTY OF Harris

On this 5 day of May, 2005, before me personally came Russell E Ginn, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO + PRESIDENT of Flexitallic Investments Inc., a Delaware corporation and that s/he executed the foregoing instrument in the firm name of Flexitallic Investments Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Olin L. Harn

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations/Applications

SEE ATTACHED.

9867501.3

**TRADEMARK**  
**REEL: 003092 FRAME: 0646**



Mark	Country	Docket No.	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Renewal Due	Est. Fee Payable	Class(es)
ALLIED DISTRIBUTOR FLEXITALLIC (and Design)	United States	28601.00293	76/420664	6/13/2002	2865513 ✓	7/20/2004	Registered	7/20/2014	\$1,250.00	035 Distributorship services in the field of gaskets and sealing products.
Copyright: Flexitallic Turnaround Manager (Software)	United States	28601.00337			TXU1171441	4/5/2004	Registered	N/A	N/A	
F (Stylized in a Circle)	United States	28601.00196	75/764674 ✓	7/30/1999			Pending	No renewals until grant.	N/A	017 Gasket material in sheets and packing material made of graphite, vermiculite, pitch, and compounds for use in the fields of oil, gas and hydrocarbon exploration, production, and transport, specifically excluding use in the field of automotive equipment, parts or supplies.
FLEXICARB	United States	28601.00216	73/626915	10/27/1986	1488318 ✓	12/8/1987	Registered	12/8/2007	\$1,250.00	017 Gaskets, except for spiral wound gaskets and filler materials therefore, seals, tapes, packing and sealant materials, all made from flexible materials made of or incorporating carbon.
FLEXICARB	United States	28601.00217	73/212370	4/20/1979	1147169 ✓	2/17/1981	Registered	2/17/2011	\$1,250.00	017 Spiral-wound gaskets and filler materials therefore.
FLEXITALLIC	United States	28601.00349					Active but not filed	No renewals until grant.	N/A	
FLEXITALLIC (Stylized - Script)	United States	28601.00137	71/065402	8/23/1930	91864 ✓	6/3/1930	Registered	6/3/2013	\$1,250.00	017 Gaskets for pipe joints and the like composed of sheet metal and compressible materials such as asbestos.
FLEXITALLIC TURNAROUND MANAGER	United States	28601.00338	78/393377 ✓	3/30/2004			Pending	No renewals until grant.	N/A	035 Database management services, namely providing and maintaining an on-line database for entry, storage and retrieval of technical drawings and specifications for sealing devices.
Flexitallic.com	United States	28601.00283					Registered	6/21/2010	Estimate not available	
FLEXITE	United States	28601.00146	73/453690	11/21/1983	1393238	5/13/1986	Registered	5/13/2006	\$1,250.00	017 Non-metallic gasket filler.

TRADEMARK

REEL: 003092 FRAME: 0647

Mark	Country	Docket No.	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Renewal Due	Est. Fee Payable	Class(es)
FLEXPRO	United States	28601.00257	76/233716	3/30/2001	2697149 ✓	3/18/2003	Registered	3/18/2013	\$1,750.00	006 Gasket consisting of metal core grooves on either face to facilitate sealing. 017 Gaskets with a facing of non-metallic sealing material on both sides for sealing pipe joints and connections in non-refractory industries, namely automotive, industrial equipment, oil and gas exploration, recovery and transmission.
FLEXPRO (and Design)	United States	28601.00258	76/233717	3/30/2001	2800807 ✓	12/30/2003	Registered	12/30/2013	\$1,250.00	006 Gasket consisting of metal core grooved on both sides with a facing either side of a sealing material.
LS	United States	28601.00144	74/333071	11/20/1992	1807519 ✓	11/30/1993	Registered	11/30/2013	\$1,250.00	017 Spiral-wound gaskets for flanged and facing plane surface joints in pipes and pressure vessels.
SIGMA	United States	28601.00344	78/408091 ✓	4/26/2004			Pending	No renewals until grant.	N/A	017 Non-metal gaskets and gasket material for use on pipe joints and flanges.
SIGMA (and Design)	United States	28601.00200	75/462826	4/6/1998	2556354 ✓	4/2/2002	Registered	4/2/2012	\$1,250.00	017 Gaskets, packings, and seals; gasket materials; packing materials; and sealing materials.
THERMICULITE	United States	28601.00011	75/908014	2/1/2000	2572720 ✓	5/28/2002	Registered	5/28/2012	\$1,250.00	006 Unwrought and partly wrought common metals, as well as simple products made of them, namely, serrated metal cores spread with THERMICULITE paste.
THERMICULITE	United States	28601.00012.02	76/462906	9/5/2002	2810041 ✓	2/3/2004	Registered	2/3/2014	\$1,250.00	017 Non-metallic sealing material in sheet form from which flange gaskets are cut.
THERMICULITE	United States	28601.00013	75/457731	3/27/1998	2355937 ✓	6/6/2000	Registered	6/6/2010	\$1,750.00	006 Non-metallic sealing material forming a seal component of semi-metallic gaskets. 017 Non-metallic sealing material forming a seal-enhancing component of packing for shaft sealings; valve stem seals after compression molding.
THERMICULITE	United States	28601.00014	75/882906	12/29/1999	2618629 ✓	9/10/2002	Registered	9/10/2012	\$1,250.00	006 Unwrought and partly wrought common metals, as well as simple products made of them, namely, spiral-wound gaskets.

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