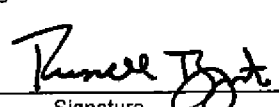
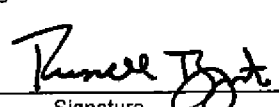
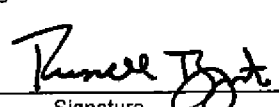


Docket No: 19875-002001

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

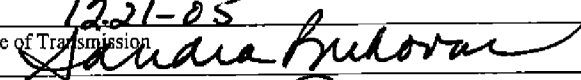
Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party(ies): Ashcroft Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation--State <u>Delaware</u> <input type="checkbox"/> Other _____ Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): General Electric Capital Corporation Attn: Ashcroft Account Manager 299 Park Avenue, 3 rd Floor New York, NY 10171 <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation--State <u>Delaware</u> <input type="checkbox"/> Other _____ If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Nature of conveyance <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: <u>November 30, 2005</u>						
4. Application number(s) or trademark number(s): A. Trademark Application No(s): <u>SEE ATTACHED</u>		B: Trademark No(s): <u>SEE ATTACHED</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
5. Name/address of party to whom correspondence concerning document should be mailed: <u>RUSSELL N. RIPPAMONTI</u> <u>Fish & Richardson P.C.</u> <u>1717 Main Street</u> <u>Suite 5000</u> <u>Dallas, Texas 75201</u>		6. Total number of applications and registrations involved: <u>23</u> 7. Total fee (37 CFR §3.41): <u>\$590</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: <u>06-1050</u> Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.				
DO NOT USE THIS SPACE						
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;"> <u>Russell N. Rippamonti</u> Name of Person Signing </td> <td style="width: 30%; border: none; text-align: center;">  Signature </td> <td style="width: 30%; border: none; text-align: center;"> <u>12/21/05</u> Date </td> </tr> </table>				<u>Russell N. Rippamonti</u> Name of Person Signing	 Signature	<u>12/21/05</u> Date
<u>Russell N. Rippamonti</u> Name of Person Signing	 Signature	<u>12/21/05</u> Date				
Total number of pages including cover sheet, attachments, and document: <u>12</u>						

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CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

12-21-05
 Date of Transmission

 Signature
SANDRA BULOVA
 Typed or Printed Name of Person Signing Certificate

TRADEMARK

CH \$590.00 061050 76365726

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Continuation of 4. Application number(s) or registration number(s)

A. Trademark Application No.(s):

76/365,726

B. Trademark Registration No.(s):

284,361
544,021
614,388
666,587
736,785
777,233
777,344
916,278
1,033,699
1,041,198
1,340,330
1,447,263
1,460,671
1,774,451
2,218,062
2,355,025
2,440,080
2,497,388
2,506,305
2,735,886
2,737,909
2,883,743

90155546.doc

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2005, by and between ASHCROFT INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent, GE Canada Finance Holding Company, as Canadian Agent and as a Lender, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, 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 for the benefit of Grantor and the other Credit Parties;

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 and the other Credit Parties 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 or 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 Annex A thereto to the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and 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 created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; 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 or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are one and the same as those granted to Agent, on behalf of itself and 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.

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.

ASHCROFT INC.

By: Ryan Harrison
Name: Ryan Harrison
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

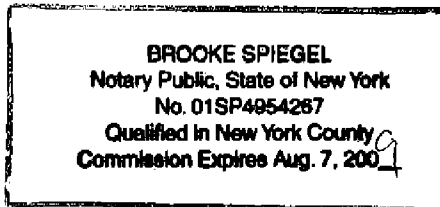
By: Philip A. Carbone
Name: Philip A. Carbone
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 27th day of November, 2005 before me personally appeared Ryan Harrison, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ashcroft 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.

Brooke Spiegel
Notary Public



Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

**REGISTERED TRADEMARKS AND PENDING TRADEMARK
APPLICATIONS**

Trademark	FCR File No.	Application Number	File Date	Reg. No.	Country	Class
1850 AMERICAN & Design	15826-174CA1	243262	11/25/1957	TMA112264	CANADA	9
ACTIONLINE	15826-127001	75/672,118	3/31/1999	2,355,025	UNITED STATES	35
ACTIONLINE (Stylized)	15826-128001	74/170,830	5/28/1991	1,774,451	UNITED STATES	39
ASHCROFT	15826-129001	72/158,083	11/28/1962	777,233	UNITED STATES	6
ASHCROFT	15826-129002	72/158,084	11/28/1962	777,344	UNITED STATES	9
ASHCROFT	15826-129003	72/133,477	12/6/1961	736,785	UNITED STATES	9
ASHCROFT	15826-129AT1	AM158364	7/14/1964	53393	AUSTRIA	22
ASHCROFT	15826-129BR1	6090761	5/25/1985	006090761	BRAZIL	9
ASHCROFT	15826-129BX1	501409	1/8/1990	00611	BENELUX	9
ASHCROFT	15826-129CA1	225656	6/29/1954	UCA050286	CANADA	N/A
ASHCROFT	15826-129CN1	95057376	5/12/1995	934687	CHINA	9
ASHCROFT (in Chinese characters ya si ke)	15826-129CN2	4471502	1/19/2005		CHINA	9
ASHCROFT	15826-129CO1	92237454	7/26/2002	119573	COLOMBIA	7
ASHCROFT	15826-129CO2	237454	10/3/1984	207177	COLOMBIA	7
ASHCROFT	15826-129DE1	D257909	7/6/1971	901829	GERMANY	08, 09, 17

Trademark	Pat. R. File No.	Application Number	File Date	Reg. No.	Country	Class
ASHCROFT	15826-129EC1	NA	7/31/1980	168897 (orig. reg. 68-81)	ECUADOR	9
ASHCROFT	15826-129FR1	77685	8/3/1962	1434621	FRANCE	9
ASHCROFT	15826-129GB1	1151735	4/1/1981	1151735	UNITED KINGDOM	9
ASHCROFT	15826-129GB2	870205	10/8/1964	B870205	UNITED KINGDOM	9
ASHCROFT	15826-129ID1	248705	4/17/1989	513305	INDONESIA	9
ASHCROFT	15826-129IN1	224653	9/30/1964	224653	INDIA	9
ASHCROFT	15826-129IT1	RM2002C004 005	8/3/2002	489809	ITALY	9
ASHCROFT	15826-129JP1	2003-556199	8/2/1962	637593	JAPAN	9
ASHCROFT	15826-129MX1	105924	9/26/1992	111343	MEXICO	06, 07, 08, 11, 12, 17, 19, 20, 21, 26
ASHCROFT	15826-129MX2	105924	9/26/1992	111342	MEXICO	01, 06, 08, 09, 11, 12, 14, 16
ASHCROFT	15826-129SE1	6202796	8/1/1962	109677	SWEDEN	9
ASHCROFT	15826-129VE1	3714	12/15/1995	50871F	VENEZUELA	9
ASHCROFT	15826-129VN1	12272	3/20/1993	10246	VIETNAM	9
ASHCROFT	15826-129ZA1	622559	7/31/1962	62/02559	SOUTH AFRICA	9
ASHCROFT & Design ("Ashcroft" in Shield)	15826-175AU1	368985	12/2/1981	368985	AUSTRALIA	9
ASHCROFT &	15826-175CN1	95057374	5/12/1995	934686	CHINA	9

Trademark	FD-R File No.	Application Number	File Date	Reg. No.	Country	Class
Design ("Ashcroft" in Shield)						
ASHCROFT & Design (SHIELD)	15826-163001	73/498,864	9/10/1984	1,340,330	UNITED STATES	9
ASHCROFT & Design (SHIELD)	15826-163AR1	1994110	11/2/1984	1607695	ARGENTINA	9
ASHCROFT & Design (SHIELD)	15826-163AU1	416963	10/18/1984	A416963	AUSTRALIA	9
ASHCROFT & Design (SHIELD)	15826-163BR1			811770699	BRAZIL	9
ASHCROFT & Design (SHIELD)	15826-163BX1	51965	9/12/1984	403615	BENELUX	9
ASHCROFT & Design (SHIELD)	15826-163CL1	668513	9/20/1984	437034	CHILE	9
ASHCROFT & Design (SHIELD)	15826-163CO1	237456		212422	COLOMBIA	7
ASHCROFT & Design (SHIELD)	15826-163CO2	92237456	7/26/2002	119578	COLOMBIA	7
ASHCROFT & Design (SHIELD)	15826-163DE1	D401699WZ	5/3/1985	1076604	GERMANY	9
ASHCROFT & Design (SHIELD)	15826-163DZ1	69584	10/17/1984	048212	ALGERIA	9, 14
ASHCROFT & Design (SHIELD)	15826-163FR1	717141	10/10/1984	1286274	FRANCE	9, 14

Trademark	EDR File No.	Application Number	File Date	Reg. No.	Country	Class
ASHCROFT & Design (SHIELD)	15826-163GB1	1227809	10/8/1984	1227809	UNITED KINGDOM	9
ASHCROFT & Design (SHIELD)	15826-163IN1	427243	9/17/1984	427243	INDIA	9
ASHCROFT & Design (SHIELD)	15826-163IT1	MI94C003928	8/10/1984	695154	ITALY	7, 9
ASHCROFT & Design (SHIELD)	15826-163JP1	985711984	9/12/1984	2009352	JAPAN	10
ASHCROFT & Design (SHIELD)	15826-163MX1	234813	6/22/1984	303753	MEXICO	9
ASHCROFT & Design (SHIELD)	15826-163SE1	8406573	9/13/1984	194980	SWEDEN	9
ASHCROFT & Design (SHIELD)	15826-163VE1	903284	9/19/1984	125606F	VENEZUELA	9
ASHCROFT & Design (SHIELD)	15826-163VE2	3458	4/14/1983	108931F	VENEZUELA	9
ASHCROFT & Design (SHIELD)	15826-163ZA1	853352	5/13/1985	85/03352	SOUTH AFRICA	9
DIGIGAUGE	15826-165001	72/322,275	3/20/1969	916,278	UNITED STATES	9
DIGIGAUGE	15826-165GB1	22060291	2/6/2001	2260291	UNITED KINGDOM	9
DURAGAUGE	15826-130001	71/311,598	3/2/1931	284,361	UNITED STATES	9
DURAGAUGE	15826-130BR1			006594930	BRAZIL	9
DURAGAUGE	15826-130CA1	156119	12/23/1931	TMDA053716	CANADA	N/A

Trademark	File No.	Application Number	File Date	Reg. No.	Country	Class
DURAGAUGE	15826-130EC1	N/A	7/31/1980	169797 (orig. reg. 68-81)	ECUADOR	9
DURAGAUGE	15826-130GB1	870207	10/8/1964	870207	UNITED KINGDOM	9
DURAGAUGE	15826-130IT1	M194C003927	4/28/1994	695153	ITALY	9
DURAGAUGE	15826-130JP1	13702	6/17/1968	2383903	JAPAN	9
DURAGAUGE	15826-130MX1	116008	6/1/1964	118989	MEXICO	9
DURAGAUGE	15826-130VN1	12260	3/20/1993	10,236	VIETNAM	7
DURAGAUGE (in Katakana)	15826-179JP1	13703	6/17/1968	2,383,904	JAPAN	9
DURALIFE	15826-131001	73/543,626	6/17/1985	1,460,671	UNITED STATES	9
DURATEMP	15826-132001	73/037,378	11/18/1974	1,033,699	UNITED STATES	9
DURATEMP	15826-132JP1	75982/1980	9/29/1983	1,619,389	JAPAN	9
DURATEMP (Katakana)	15826-180JP1	5-716891	9/29/1983	1,619,390	JAPAN	9
DURATRAN	15826-133001	73/627,267	10/27/1986	1,447,263	UNITED STATES	9
EBRO	15826-117001	76/220,399	2/28/2001	2,737,909	UNITED STATES	9
EBRO & Design	15826-178001	76/504,771	4/7/2003	2,883,743	UNITED STATES	9
GAUGE SAVER	15826-135001	71/583,401	8/12/1949	544,021	UNITED STATES	9
HEISE	15826-137001	73/013,756	2/19/1974	1,041,198	UNITED STATES	9
HEISE	15826-137AU1	304532	2/14/1977	B304532	AUSTRALIA	9
HEISE	15826-137BR1	4519M77		006703143	BRAZIL	9
HEISE	15826-137BX1	38502	2/11/1977	345503	BENELUX	9
HEISE	15826-137CA1	407060	2/8/1977	TMA231090	CANADA	9

Trademark	FOR File No.	Application Number	File Date	Reg. No.	Country	Class
HEISE	15826-137CH1	27921977	6/6/1977	P289614	SWITZERLAND	9
HEISE	15826-137CN1	95057377	5/12/1995	934688	CHINA	9
HEISE	15826-137DE1	D310129WZ	2/10/1977	963962	GERMANY	9
HEISE	15826-137FR1	240861	3/2/1977	1394523	FRANCE	9
HEISE	15826-137GB1	1074285	2/10/1977	1074285	UNITED KINGDOM	9
HEISE	15826-137IN1	323052	2/15/1977	323052	INDIA	9
HEISE	15826-137IT1	MI97C000344	2/14/1977	786298	ITALY	9
HEISE	15826-137JP1	9656875	8/19/1987	1978340	JAPAN	9
HEISE	15826-137VE1	100277	2/18/1977	91028	VENEZUELA	9
HEISE	15826-137VN1	12267	3/20/1993	10241	VIETNAM	9
HEISE	15826-137ZA1	B770601	2/14/1977	B1977/00601	SOUTH AFRICA	9
HEISE & Design (SHIELD)	15826-182CN1	95057375	5/12/1995	934685	CHINA	9
HEISE (Katakana)	15826-181JP1	7723920	7/29/1985	1788803	JAPAN	9
MAXITEST	15826-141001	72/043,173	12/30/1957	666,587	UNITED STATES	9
MAXIVISION	15826-142001	71/679,303	1/3/1955	614,388	UNITED STATES	9
MINIGAUGE	15826-120002	76/223,966	3/13/2001	2,735,886	UNITED STATES	9
SPOOLCAL	15826-183001	76/365,726	1/31/2002		UNITED STATES	9
SPOOLCAL	15826-183AR1	2397758	11/7/2002	1957893	ARGENTINA	9
SPOOLCAL	15826-183AU1	933337	11/7/2002	933337	AUSTRALIA	9
SPOOLCAL	15826-183BR1	825145910	12/11/2002		BRAZIL	9

Trademark	P&R File No.	Application Number	File Date	Reg. No.	Country	Class
SPOOLCAL	15826-183CN1	3361890	11/7/2002	3,361,890	CHINA	9
SPOOLCAL	15826-183EU1	2924041	11/8/2002	2,924,041	EUROPEAN UNION (CTM)	9
SPOOLCAL	15826-183JP1	2002094389	11/7/2002	4,689,965	JAPAN	9
SPOOLCAL	15826-183MX1	575131	11/13/2002	772682	MEXICO	9
SPOOLCAL	15826-183SA1	79866	11/11/2002	708/52	SAUDI ARABIA	9
SPOOLCAL	15826-183SG1	T02/17484A	11/12/2002	T02/17484A	SINGAPORE	9
SPOOLCAL	15826-183VE1	1743902	11/7/2002	P-250992	VENEZUELA	9
WEKSLER	15826-158001	75/153,192	8/20/1996	2,218,062	UNITED STATES	6, 9
WEKSLER	15826-158CN1	960084655	7/22/1996	1,108,546	CHINA	9
WEKSLER & Design	15826-124001	76/148,467	10/14/2000	2,506,305	UNITED STATES	06, 09
WEKSLER INSTRUMENT S & Design	15826-125001	75/153,183	8/20/1996	2,497,388	UNITED STATES	06, 09
WEKSLER INSTRUMENT S & Design	15826-125CN1	960084654	7/22/1996	1,108,326	CHINA	9
WILLY	15826-187AR1	2206020	3/5/1999	1952546	ARGENTINA	9
WILLY	15826-187BR1	820969990	8/10/1998		BRAZIL	9
XACTA	15826-126001	75/729,279	6/15/1999	2,440,080	UNITED STATES	9