

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Walker Group Holdings LLC		10/06/2006	LIMITED LIABILITY COMPANY: TEXAS
Walker Stainless Equipment Company LLC		10/06/2006	LIMITED LIABILITY COMPANY:
Extract Technology Limited		10/06/2006	a company organized under the laws of England:

RECEIVING PARTY DATA

Name:	North Fork Business Capital Corporation
Street Address:	275 Broadhollow Road
Internal Address:	P.O. Box 8914
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2698162	CLEANLINE
Registration Number:	2284655	WALKER

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: Darren W. Collins
 Address Line 1: 2001 Ross Avenue; Suite 3000
 Address Line 2: Patton Boggs LLP
 Address Line 4: Dallas, TEXAS 75201

OP \$65.00 2698162

ATTORNEY DOCKET NUMBER:	024177.0102
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	10/13/2006

Total Attachments: 16
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of October 6, 2006, by WALKER GROUP HOLDINGS LLC, a Texas limited liability company, ("Holding Company"), WALKER STAINLESS EQUIPMENT COMPANY LLC ("Walker") and Extract Technology Limited, a company organized under the laws of England ("Extract," and together with Holding Company and Walker, and including any of their respective successors or permitted assignees, each a "Grantor" and collectively the "Grantors"), in favor of NORTH FORK BUSINESS CAPITAL CORPORATION, as a Lender and as agent for the Lenders (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among the Grantors, Agent and the Lenders party thereto from time to time (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantors certain amounts pursuant to a term loan and a revolving credit facility (the "Loan"); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrowers pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the Grantors' prompt and complete payment of the Loans and the performance and observance of all of the Grantors' Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Loan Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "IP Collateral");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor’s attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent’s discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Agent and the Lenders without first obtaining such Grantor’s approval thereof or signature thereto), but after providing notice to Administrative Borrower, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor

no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Agent and the Lenders without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Agent will not take any actions which result in an assignment or transfer of title of such IP Collateral to Agent. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, neither Agent nor Lender shall undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office.

(c) To execute any document required to acknowledge, register or perfect the interest of Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

WALKER GROUP HOLDINGS LLC,
a Texas limited liability company

By: Ted W. Beneski
Name: Ted W. Beneski
Title: Chairman of the Board

By: Victor L. Vesco
Name: Victor L. Vesco
Title: Chief Operating Officer

WALKER STAINLESS EQUIPMENT
COMPANY LLC,
a Delaware limited liability company

By: Ted W. Beneski
Name: Ted W. Beneski
Title: Chairman of the Board

By: Victor L. Vesco
Name: Victor L. Vesco
Title: Chief Operating Officer

EXTRACT TECHNOLOGY LIMITED,
a company organized under the laws of
England

By: Ted W. Beneski
Name: Ted W. Beneski
Title: DIRECTOR

By: Victor L. Vesco
Name: Victor L. Vesco
Title: DIRECTOR

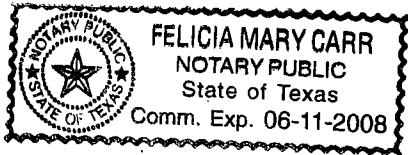
ACKNOWLEDGMENT

STATE OF Texas :

: SS

COUNTY OF Tarrant :

Before me, the undersigned, a Notary Public, on this 5th day of October, 2006, personally appeared Victor V. Veselovo to me known personally, who, being by me duly sworn, did say that he is the Chief Operating Officer of WALKER GROUP HOLDINGS LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Chief Operating Officer acknowledged said instrument to be his free act and deed.



Felicia Mary Carr
Notary Public
My Commission Expires: 06-11-2008

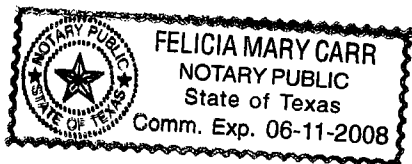
ACKNOWLEDGMENT

STATE OF Texas _____ :

: SS

COUNTY OF Tarrant _____ :

Before me, the undersigned, a Notary Public, on this 5th day of October 2006, personally appeared VICTOR L. VESCOVO, to me known personally, who, being by me duly sworn, did say that he is the Chief Operating Officer of WALKER STAINLESS EQUIPMENT COMPANY LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its member and the said Chief Operating Officer acknowledged said instrument to be his free act and deed.



Felicia Mary Carr
Notary Public
My Commission Expires: 06-11-2008

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 003408 FRAME: 0161

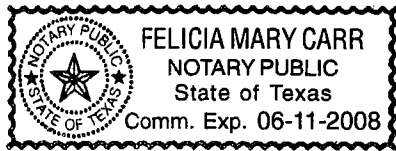
ACKNOWLEDGMENT

STATE OF Texas :

: SS

COUNTY OF Tarrant :

Before me, the undersigned, a Notary Public, on this 5th day of October, 2006, personally appeared Victor L. Vesco to me known personally, who, being by me duly sworn, did say that he is the Director of EXTRACT TECHNOLOGY LIMITED, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Director acknowledged said instrument to be his free act and deed.




Felicia Mary Carr
Notary Public
My Commission Expires: 06-11-2008

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

AGENT:

**NORTH FORK BUSINESS CAPITAL
CORPORATION**

By: 
Name: **Randy Harvey**
Title: **Senior Vice President**

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**TRADEMARK
REEL: 003408 FRAME: 0163**

ACKNOWLEDGMENT

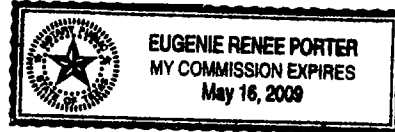
STATE OF Texas :

: SS

COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 5th day of October, 2006, personally appeared Randy Harvey to me known personally, who, being by me duly sworn, did say that he is the Sr. Vice President of NORTH FORK BUSINESS CAPITAL CORPORATION, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said as Agent, and the said Randy Harvey acknowledged said instrument to be his free act and deed.

Eugenie R. Porter
Notary Public
My Commission Expires:



[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

DISCLOSURE SCHEDULES
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

BY AND AMONG

WALKER GROUP HOLDINGS LLC,
a Texas limited liability company

AND

WALKER STAINLESS EQUIPMENT COMPANY LLC,
a Delaware limited liability company

(collectively, the "Grantors")

AND

NORTH FORK BUSINESS CAPITAL CORPORATION,
a New York corporation,

(the "Agent")

Dated as of October 6, 2006

DISCLOSURE SCHEDULES

INDEX

SCHEDULE A COPYRIGHTS..... 1

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SCHEDULE A
COPYRIGHTS

None.

SCHEDULE B

PATENTS

PATENTS – GRANTED

	Title	Country	Company	Status	Pat. No.
1.	Glove Box	U.S.	Extract Technology Limited	Regis. 4/6/99	5,890,781
2.	Flexible Wall Barrier	U.S.	Extract Technology Limited	Regis. 3/28/06	7,017,306

PATENTS – APPLICATIONS PENDING

	Title	Country	Company	Status	Appl. No.
1.	Flexible Wall Barrier	EU	Extract Technology Limited	Pending	01309717.5
2.	New Downflow Booth	UK	Extract Technology Limited	Pending	0605342.5
3.	Gloveport System	EU	Extract Technology Limited	Pending	02253759.1

SCHEDULE C

TRADEMARKS

	Mark Name	Country	Company	Regis. No.
1.	CARLISLE LIFE SCIENCES	NZ	Extract Technology Limited	673904
2.	CARLISLE LIFE SCIENCES	AU	Extract Technology Limited	944713
3.	CARLISE LIFE SCIENCES	EU	Extract Technology Limited	3062321
4.	EXTRACT TECHNOLOGY	EU.	Extract Technology Limited	002625606
5.	EXTRACT TECHNOLOGY	UK	Extract Technology Limited	02254988
6.	CLEANLINE	EU	Extract Technology Limited	001460021
7.	CLEANLINE	US	Extract Technology Limited	2698162
8.	MICROCHARGE	EU	Extract Technology Limited	001555671
9.	WALKER	U.S.	Walker	2,284,655
10.	WALKER	China PR	Walker	1311936
11.	WALKER	China PR	Walker	1311937

SCHEDULE D

DOMAIN NAMES

	Domain	Company
1.	www.walkerequip.com	Walker Stainless Equipment
2.	www.walkerstainless.com	Walker Stainless Equipment
3.	www.walkertransport.com	Walker Stainless Equipment (Transport Division)
4.	yxxxx@carlislelifesciences.com	Walker Stainless Equipment (Barrier Division)
5.	www.extract-technology.com	Extract
6.	yyyyx@extract-technology.com	Extract

Email Username Key:

y = First initial
yyyy = First name
x = Last initial
xxxx = Last name