

**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: DELAWARE
Extract Technology Limited		10/06/2006	a company organized under the laws of England: UNITED KINGDOM

**RECEIVING PARTY DATA**

Name:	LBC Credit Partners, L.P., as Agent
Street Address:	Cira Centre, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 2**

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

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-863-7198  
 Email: nancy.brougher@goldbergkohn.com  
 Correspondent Name: Nancy Brougher c/o Goldberg Kohn  
 Address Line 1: 55 East Monroe Street  
 Address Line 2: Suite 3700  
 Address Line 4: Chicago, ILLINOIS 60603

OP \$65.00 2284655

ATTORNEY DOCKET NUMBER:	6030.003
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	10/16/2006

**Total Attachments: 17**

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of October 6, 2006, as the same may be amended, supplemented, modified or replaced from time to time (the "**Intercreditor Agreement**") among North Fork Business Capital Corporation, as First Lien Agent, LBC Credit Partners, L.P., as Second Lien Agent, and the Grantors (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement, the terms of the Intercreditor Agreement shall govern.

## **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Lien 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 together with Holding Company, collectively the "**Borrowers**"), EXTRACT TECHNOLOGY LIMITED, a company organized under the laws of England ("**Extract**"; and together with Borrowers, and including any of their respective successors or permitted assignees, each a "**Grantor**" and collectively the "**Grantors**"), in favor of LBC CREDIT PARTNERS, L.P., as a Second Lien Lender and as agent for the Second Lien Lenders (in such capacity, the "**Second Lien Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Second Lien Loan Agreement (defined below).

### **RECITALS**

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

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

NOW, THEREFORE, in consideration of the willingness of Second Lien Agent and the Second Lien Lenders to enter into the Second Lien 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 Borrowers' prompt and complete payment of the Loans and the performance and observance of all of the Borrowers' Obligations under the Second Lien Loan Agreement, each Grantor hereby grants to Second Lien Agent, for the ratable benefit of the Second Lien 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 Second Lien 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, reissuances 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 Second Lien Agent and the Second Lien 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 Second Lien Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Second Lien Agent, for the ratable benefit of the Second Lien Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Second Lien Agent, for the ratable benefit of the Second Lien 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 Second Lien Agent's discretion, to take any action and to execute any instrument that the Second Lien 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 Second Lien Agent and the Second Lien 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 Second Lien Agent and the Second Lien 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 Second Lien 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, Second Lien Agent will not take any actions which result in an assignment or transfer of title of such IP Collateral to Second Lien Agent. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, neither Second Lien Agent nor Second Lien Lenders 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 Second Lien Agent and the Second Lien 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 Second Lien Agent in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Second Lien Agent deems to be in the best interest of Second Lien Agent and the Second Lien Lenders.

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 Second Lien Loan Agreement has been terminated (except for any obligations designated under the Second Lien 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 Second Lien Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Second Lien 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 Second Lien Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Second Lien Agent, for the ratable benefit of the Second Lien 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 Second Lien Agent, for the ratable benefit of the Second Lien Lenders, under the Second Lien Loan Agreement. The rights and remedies of the Grantors and Second Lien Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Second Lien 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 Second Lien Loan Agreement or the other Second Lien Loan Documents, the provisions of the Second Lien Loan Agreement or the other Second Lien 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

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

WALKER STAINLESS EQUIPMENT  
COMPANY LLC,  
a Delaware limited liability company

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

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


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

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

By: Victor L. Vesoro  
Name: Victor L. Vesoro  
Title: Director



**AGENT:  
LBC CREDIT PARTNERS, L.P.**

By:   
Name: John J. BRIGOLA  
Title: EVP

ACKNOWLEDGMENT

STATE OF Texas :  
: SS  
COUNTY OF Tarrant :

Before me, the undersigned, a Notary Public, on this 5<sup>th</sup> day of October, 2006, personally appeared Ted W. Borski to me known personally, who, being by me duly sworn, did say that he is the Chairman of WALKER GROUP HOLDINGS LLC, as Grantor, and that said Second Lien Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of managers, and the said Chairman 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 5<sup>th</sup> day of October 2006, personally appeared Ted W. Bereski, to me known personally, who, being by me duly sworn, did say that he is the Chairman of WALKER STAINLESS EQUIPMENT COMPANY LLC, as Grantor, and that said Second Lien Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its member and the said Chairman acknowledged said instrument to be his free act and deed.



Felicia Mary Carr  
Notary Public  
My Commission Expires: 08-11-2008

**ACKNOWLEDGMENT**

STATE OF Texas \_\_\_\_\_ :  
: SS

COUNTY OF Tarrant \_\_\_\_\_ :

Before me, the undersigned, a Notary Public, on this 5<sup>th</sup> day of October, 2006, personally appeared Ted W. Pawalski, 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 Second Lien 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

ACKNOWLEDGMENT

STATE OF Pennsylvania :  
COUNTY OF Philadelphia : SS

Before me, the undersigned, a Notary Public, on this 4 day of October 2006, personally appeared John Bergant to me known personally, who, being by me duly sworn, did say that he is the EVP of LBC CREDIT PARTNERS, L.P., as Agent, and that said Second Lien Intellectual Property Security Agreement was signed on behalf of said as Agent, and the said John Bergant acknowledged said instrument to be his free act and deed.

Marie D. Zane  
Notary Public  
My Commission Expires: 4-29-08

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Marie D. Zane, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires Apr. 29, 2008  
Member, Pennsylvania Association Of Notaries

INSIGHT DRAFT  
9/27/06

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**

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**SCHEDULE B PATENTS .....2**

**SCHEDULE C TRADEMARKS .....3**

**SCHEDULE D DOMAIN NAMES.....4**

**SCHEDULE A**

**COPYRIGHTS**

None.



**SCHEDULE B**

**PATENTS**

**PATENTS – GRANTED**

	<b>Title</b>	<b>Country</b>	<b>Company</b>	<b>Status</b>	<b>Pat. No.</b>
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**

	<b>Title</b>	<b>Country</b>	<b>Company</b>	<b>Status</b>	<b>Appl. No.</b>
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**

	<b>Mark Name</b>	<b>Country</b>	<b>Company</b>	<b>Regis. No.</b>
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**

	<b>Domain</b>	<b>Company</b>
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