

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VTACo LLC		11/01/2006	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LaSalle Bank National Association		
<b>Street Address:</b>	135 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	71119009	VICTOR	
<b>Serial Number:</b>	73412105	VICTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)460-7000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	klynch@seyfarth.com		
<b>Correspondent Name:</b>	Kelley A. Lynch Seyfarth Shaw LLP		
<b>Address Line 1:</b>	131 South Dearborn Street		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	88217-1		
<b>NAME OF SUBMITTER:</b>	Kelley A. Lynch		
<b>Signature:</b>	/Kelley A. Lynch/		

CH \$65.00 71119009

Date:

11/07/2006

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of November 1, 2006, is made and entered into by VTACO LLC, an Illinois limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, (the "Bank").

### RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Bank, pursuant to which Bank has agreed to make loans to, and issue letters of credit for the account of, Grantor and/or its affiliates, and pursuant to which certain obligations owed to the Bank are secured.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a first priority, continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

The Grantor hereby irrevocably authorizes Bank to, and Grantor shall when required by Bank, at any time and from time to time, take such action as shall be necessary to effectuate the Bank's rights hereunder and/or to perfect the security interest granted in the Trademark Collateral hereunder. Such actions may include, but are not limited to, the filing in any filing office of any financing statements and amendments thereto, and replacements continuations and amendments thereof. The Grantor agrees to furnish any information necessary for such actions to the Bank promptly upon request. The Grantor also hereby ratifies its authorization for Bank to have filed in any relevant jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

VTACO LLC

By: Jordan Feiger  
Jordan Feiger  
Manager

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION

By: Joshua [Signature]  
Title: VP



SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
VICTOR	Argentina	2074587	N/A	1660529	3/24/1987
VICTOR	Australia	68932	9/21/1936	A68932	9/21/1936
VICTOR	Benelux	16427	10/28/1971	71826	10/28/1971
VICTOR	Canada	112532	10/26/22	TMDA32849	2/13/ 1923
VICTOR AND DESIGN	Canada	502978	5/2/1983	TMA363965	12/15/1989
VICTOR	Chile	276538654133	7/22/2004	708 523	11/11/2004
VICTOR AND DESIGN	Chile	571071	6/19/2002	643827	10/2/2002
VICTOR	China P.R.	N/A	3/20/1992	587437	3/20/1992
VICTOR	Denmark	VA 00 951 1923	8/23/1923	VR 00 786 1923	9/8/ 1923
VICTOR AND DESIGN	Denmark	VA 01 437 1992	2/26/1992	VR 06 266 1993	9/3/1993
VICTOR	Dominican Republic	N/A	N/A	2334	7/5/1979
VICTOR	Ecuador	21380/90	7/31/1990	867	5/6/1992
VICTOR + DESIGN	Germany	DDW 54761	6/29/1983	DD644407	11/30/1983
VICTOR	Germany	V1123922WZ	10/27/1926	365765	3/18/1927
VICTOR	Hong Kong		N/A	19290446	8/14/1929
VICTOR	Ireland	92891B	8/31/1976	92891	8/31/1976
VICTOR	Mexico	74926	10/31/1989	378874	6/28/1990
VICTOR AND DESIGN	Mexico	698083	1/21/2005	906753	10/31/2005
VICTOR	Morocco	24052	3/19/1973	24052	3/19/1973
VICTOR	New Zealand	35275	9/15/1936	B35275	8/8/1938
VICTOR	Norway	32426	3/29/1939	27167	3/29/1939
VICTOR AND DESIGN	Norway	19832154	7/4/1983	128335	4/9/1987
VICTOR AND DESIGN	Panama	UNKNOWN	7/1/1985	33781	7/1/1995
VICTOR AND DESIGN	Philippines	50906	4/21/1983	41076	9/12/1988
VICTOR AND DESIGN	Poland	81334	7/27/1983	60064	12/31/1984
VICTOR	Puerto Rico	N/A	N/A	2954	4/23/1989
VICTOR AND	Puerto Rico	N/A.	N/A	25251	6/30/1983

DESIGN					
VICTOR	Singapore	N/A	7/4/1953	16508	7/4/1953
VICTOR AND DESIGN	South Africa	N/A	4/11/1983	83/2162	4/11/1983
VICTOR	Switzerland	N/A	8/3/1983	327080	2/15/1984
VICTOR AND DESIGN	Switzerland	N/A	4/21/1983	331534	4/21/1983
VICTOR AND DESIGN	Tunisia	197/83	6/10/1983	EE98.1029	6/29/1998
VICTOR	United States	71/119009	5/28/1919	128891	1/13/1920
VICTOR AND DESIGN	United States	73/412105	2/3/1983	1301331	10/23/1984
VICTOR AND DESIGN	Uruguay	273607	6/28/1983	356405	10/30/1984
VICTOR	Venezuela	N/A	6/4/1930	12048	2/15/1940