

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lubrication Systems Company of Texas		01/31/2007	COMPANY:
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	1 Liberty Plaza, 24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	Corporation organized under the laws of Canada:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2151729	LSC	
Registration Number:	1267700	LUBRIMIST	
Registration Number:	2318427	LUBRIMATE	
Registration Number:	1927962	THERMOJET	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 838-3754		
Email:	emily.priest@shearman.com		
Correspondent Name:	Christy Lai		
Address Line 1:	Shearman & Sterling LLP		
Address Line 2:	1080 Marsh Rd.		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	05543-11566		

CH \$115.00 2151729

NAME OF SUBMITTER:	Christy Lai
Signature:	/christy lai/
Date:	02/02/2007
Total Attachments: 8 source=Colfax Security Agreement#page1.tif source=Colfax Security Agreement#page2.tif source=Colfax Security Agreement#page3.tif source=Colfax Security Agreement#page4.tif source=Colfax Security Agreement#page5.tif source=Colfax Security Agreement#page6.tif source=Colfax Security Agreement#page7.tif source=Colfax Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated January 31, 2007, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of The Bank of Nova Scotia, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, CLFX Corporation, a Delaware corporation, as the US Borrower, Allweiler AG, a company organized under the laws of the Federal Republic of Germany, Colfax Corporation, a Delaware corporation and the subsidiaries of Colfax Corporation listed on the signature pages thereto as guarantors, have entered into a Credit Agreement dated as of May 30, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Merrill Lynch, Pierce, Fenner & Smith Incorporated as Sole Bookrunning Lead Arranger and Syndication Agent, Wachovia Bank, National Association as Documentation Agent, The Bank of Nova Scotia as Administrative Agent, the Collateral Agent, and the lender parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated May 30, 2003 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated May 30, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and servicemark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in

which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.


SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LUBRICATION SYSTEMS COMPANY
OF TEXAS

By 
Name: *Thomas M. O'Brien*
Title: *President*

Address for Notices:
8730 Stony Point Parkway, Suite 150
Richmond, VA 23235

PATENTS

Owner	Country	Patent Title	Patent No.	Applic. No.	Filing Date	Issue Date
Lubrication Systems Company of Texas	U.S.A.	Lubricating System (Model SSV)	US 5125480		12/10/1990	06/30/1992
Lubrication Systems Company of Texas	U.S.A.	Reexamination Certificate	Relates to US 512480		--	04/04/1995
[Lubrication Systems Company of Texas] #	Mexico	Improved Lubricating System (SSV) – Mexican Patent	Mex 174295		11/14/1991	05/03/1994
Lubrication Systems Company of Texas	Canada	Lubricating System (SSV) – Canadian	Can 2052665		01/17/1994	08/13/2002
Lubrication Systems Company of Texas	U.S.A.	Oil Mist Gauge (Mist Density Gauge)	US 5948968		06/22/1998	09/07/1999
[Lubrication Systems Company of Texas] #	U.S.A.	Lub. Sys. Demisting Apparatus (DXT)	US 5718744		02/05/1996	02/17/1998
Lubrication Systems Company of Texas	U.S.A.	Closed Loop Lubricating System	US RE035842		05/06/1996	07/14/1998
Lubrication Systems Company of Texas	U.S.A.	Original Patent	US 5318152		01/29/1993	06/07/1994
[Lubrication Systems Company of Texas] #	Canada	Lubricating System (Closed Loop System) – Canada	Can 2113610		01/17/1994	08/13/2002
Lubrication Systems Company of Texas	Mexico	Lubricating System (Closed Loop System) – Mexico	Mex 187272		01/28/1994	12/02/1997
Lubrication Systems Company of Texas	Europe	Improved Lubricating System (Closed Loop System) – Europe	EP 0614038		01/21/1994	09/23/1998
Lubrication Systems Company of Texas	U.S.A.	Oil Mist Generating System (Upgrades with IVT)	US 6290024		03/03/2000	09/08/2001
Lubrication Systems Company of Texas	U.S.A.	ThermoJet – Liquid Decontamination Apparatus	US 5403475		01/22/1993	04/04/1995
Lubrication Systems Company of Texas	U.S.A.	ThermoJet – Liquid Decontamination Method (Jet Mixer nozzle)	US 5423979		10/06/1994	06/13/1995

Owner	Country	Patent Title	Patent No.	Applic. No.	Filing Date	Issue Date
Lubrication Systems Company of Texas	Canada	ThermoJet Canadian Patent	Can 2149428		08/04/1994	01/12/1999
[Lubrication Systems Company of Texas] #	Mexico	ThermoJet Mexican Patent	Mex 188275		--	03/16/1998

LSC is in the process of correcting the owner name of record to "Lubrication Systems Company of Texas."

TRADEMARKS

Owner	Country	Trademark	Reg. No.	Applic. No.	Filing Date	Issue Date
Lubrication Systems Company of Texas, Inc.	USA	LSC	2,151,729		--	04/21/1998
Lubrication Systems Company of Texas	China	LSC and design			11/08/06	
Lubrication Systems Company #	USA	LUBRIMIST	1,267,700		--	02/21/1984
Lubrication Systems Company of Texas, Inc. #	Mexico	LUBRIMIST	495914		05/19/1995	06/28/1995
Lubrication Systems Company of Texas	China	LUBRIMIST			06/09/06	
Lubrication Systems Company of Texas, Inc.	USA	LUBRIMATE	2,318,427		--	02/15/2000
Lubrication Systems Company of Texas	USA	THERMOJET and design	1,927,962		--	10/17/1995
Lubrication Systems Company of Texas	UK	THERMOJET	2,069,660		04/24/1996	11/08/1996
Lubrication Systems Company of Texas, Inc. #	Germany	THERMOJET	39 516 769		--	04/30/1995
Lubrication Systems Company #	Israel	THERMOJET	104,141		--	06/02/1997
NuVision Systems, L.C. #	Kuwait	THERMOJET and design	31,178		07/23/1996	01/04/2000
Lubrication Systems Company of Texas, Inc. #	Mexico	THERMOJET	492209		04/19/1995	05/22/1995
NuVision Systems, L.C. #	Saudi Arabia	THERMOJET	404/04		09/30/1995	--
Lubrication Systems Company of Texas	Thailand	THERMOJET	TM61275		06/17/1996	--
NuVision Systems, L.C. #	Venezuela	THERMOJET	P-243791		--	06/28/2002
Lubrication Systems Company #	China	THERMOJET	1,066,390		03/01/1998	

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TRADE NAMES

Owner	Trade Name
Lubrication Systems Company of Texas	Lubrimist Company

Schedule C to the
Security Agreement Supplement

COPYRIGHTS

No registered copyrights.