

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	SECURITY INTEREST																																										
CONVEYING PARTY DATA																																											
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OP \$415.00 78648359

Registration Number:	1821965	THERMIC-WELD
Registration Number:	0815873	GORTIFLEX
Registration Number:	1365594	GORTITE

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606-6401

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	04/03/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 2, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 2, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"), on the terms and conditions, and subject to the limitations, set forth in the Guaranty and Security Agreement:

all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

A&A ACQUISITION, INC.
as Grantor

By: _____

Name: Steve Loose

Title: Vice President & Secretary

A & A MANUFACTURING CO., INC.
as Grantor

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____

Name:

Title:


[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each 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.

A&A ACQUISITION, INC.
as Grantor

By: _____
Name:
Title:

A & A MANUFACTURING CO., INC.
as Grantor

By: 
Name: LAWRENCE KEAN
Title: Secretary & Treasurer & CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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A&A ACQUISITION, INC.
as Grantor

By: _____
Name: _____
Title: _____

A & A MANUFACTURING CO., INC.
as Grantor

By: _____
Name: _____
Title: _____



ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: Mary F. Gaede
Name: Mary F. Gaede
Title: Duty Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App./Reg. No.</u>
A&A Manufacturing Company, Inc.	NYLATRAC	USA	Pending	78/648,359
A&A Manufacturing Company, Inc.	AMFLEX	USA	Registered	2,375,485
A&A Manufacturing Company, Inc.	STEELFLEX	USA	Registered	1,489,035
A&A Manufacturing Company, Inc.	GORTUBE	USA	Registered	1,442,719
A&A Manufacturing Company, Inc.	GORTRAC	USA	Registered	1,440,462
A&A Manufacturing Company, Inc.	TELAFLEX	USA	Registered	1,441,810
A&A Manufacturing Company, Inc.	NYLATUBE	USA	Registered	1,452,124
A&A Manufacturing Company, Inc.	VULCA SEAL	USA	Registered	1,447,145
A&A Manufacturing Company, Inc.	GORTITE	USA	Registered	1,365,594
A&A Manufacturing Company, Inc.		USA	Registered	829,740
A&A Manufacturing Company, Inc.	DURATITE	USA	Registered	2,772,636
A&A Manufacturing Company, Inc.	SURE-SPRING	USA	Registered	2,421,700
A&A Manufacturing Company, Inc.	ATD ACTUATOR	USA	Registered	2,103,362
A&A Manufacturing Company, Inc.		USA	Registered	1,679,174
A&A Manufacturing Company, Inc.	THERMIC-WELD	USA	Registered	1,821,965
A&A Manufacturing Company, Inc.	GORTIFLEX	USA	Registered	815,873
A&A Manufacturing Company, Inc.	DURATITE	European Community	Registered	3081511