

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bristol Compressors International, Inc.		05/09/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	299 Park Avenue, 3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10171		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1709708	BRISTOL B	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-951-8075		
<b>Email:</b>	shannon.mcguire@bingham.com		
<b>Correspondent Name:</b>	Shannon McGuire		
<b>Address Line 1:</b>	150 Federal Street		
<b>Address Line 2:</b>	Bingham McCutchen LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Shannon L. McGuire		
<b>Signature:</b>	/SLMcGuire/		
<b>Date:</b>	06/11/2007		

OP \$40.00 1709708

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2007, is by BRISTOL COMPRESSORS INTERNATIONAL, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent, GE Capital Financial, Inc., as an L/C Issuer, and Lenders signatory thereto from time to time (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") among Grantor, Agent and the other Credit Parties party thereto;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (other than Federal Intent to Use Applications prior to the filing of the verified Statement of Use under 15 U.S.C. §1051(d)) and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted as a supplement to and in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. The purpose of this Agreement is to enable Agent, on behalf of itself and the Lenders, to record a security interest in each of Grantor's Trademarks and Trademark Licenses at the United States Patent and Trademark Office. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Signature pages follow]*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BRISTOL COMPRESSORS  
INTERNATIONAL, INC.

By:   
Name: Richard A. Izor  
Title: President

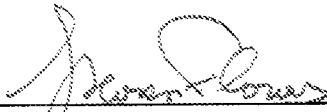
(Signature page to Trademark Security Agreement)

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**TRADEMARK**  
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ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: STEVEN FLOWER  
Title: Duly Authorized Signatory

(Signature page to Trademark Security Agreement)

ACTIVE/1640289

**TRADEMARK**  
**REEL: 003558 FRAME: 0384**



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

**Common Law Trademarks:**

- BRISTOL COMPRESSORS
- Stylized BC Logo
- BRISTOL
- TS
- Stylized TS Logo
- BENCHMARK
- Stylized BENCHMARK Logo

**Registered Trademarks:**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BRISTOL B	1,709,708	8/25/1992

**Trademark Licenses:**

None.