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
TW Cryogenics LLC		12/07/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	225 Asylum Street
Internal Address:	23rd Floor
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	Nationally Chartered Banking Association:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2757239	KEEPFULL
Registration Number:	0734165	POLARSTREAM
Registration Number:	2433853	EASYCARB
Registration Number:	2416181	EASY CARB

CH $115.00 2757239

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: One International Place
Address Line 2: Proskauer Rose LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	12068/006

NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	01/17/2008

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of U.S. Bank National Association ("U.S. Bank"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of December 7, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Purchasers from time to time party thereto and U.S. Bank, as Collateral Agent for the Purchasers, the Purchasers 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 has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Note Purchase Agreement) of each 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 Purchasers, and the Collateral Agent to enter into the Note Purchase Agreement and to induce the Purchasers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral 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 grants to the Collateral 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"):

(a) 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;

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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 in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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, 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.

STRUCTURAL COMPOSITES INDUSTRIES LLC, as Grantor

By: _____
Name: Robert E. Gadomski
Title: Chief Executive Officer

SHERWOOD VALVE LLC, as Grantor

By: _____
Name: Robert E. Gadomski
Title: Chief Executive Officer

TAYLOR-WHARTON INTERNATIONAL LLC, as Grantor

By: _____
Name: Robert E. Gadomski
Title: Chief Executive Officer

TW CRYOGENICS LLC, as Grantor

By: _____
Name: Robert E. Gadomski
Title: Chief Executive Officer

TW CYLINDERS LLC, as Grantor

By: _____
Name: Robert E. Gadomski
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent

By: _____
Name: Arthur L. Blakeslee
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Registered Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Structural Composites Industries LLC	ALUMASHIELD	JAPAN	47500/1998	4297772	06/08/1998	07/23/1999
Structural Composites Industries LLC	SCI & DESIGN	UNITED STATES	479,840	1,375,728	05/10/1984	12/17/1985
Structural Composites Industries LLC	SCI & DESIGN	UNITED STATES	196,137	1,380,270	12/08/1978	01/28/1986

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SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Sherwood Valve LLC– Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Sherwood Valve LLC	SHERWOOD (CLASS 11)	MEXICO	656884	839185	05/18/2004	06/21/2004
Sherwood Valve LLC	OXY-GEN I	UNITED STATES	78/347,605		01/05/2004	Pending
Sherwood Valve LLC	OXY-GEN I	EUROPE	003903937	003903937	06/28/2004	09/05/2005
Sherwood Valve LLC	OXY-GEN I	CANADA	1,222,341		07/02/2004	Pending
Sherwood Valve LLC	OXY-GEN II	EUROPE	003903952	003903952	06/28/2004	09/05/2005
Sherwood Valve LLC	OXY-GEN II	CANADA	1,222,346		07/02/2004	Allowed
Sherwood Valve LLC	OPDQ	UNITED STATES	75/550,194	2,485,636	09/09/1998	09/04/2001
Sherwood Valve LLC	SHERWOOD	UNITED STATES	74/279,242	1,816,682	05/28/1992	01/18/1994
Sherwood Valve LLC	SHERWOOD DUAL BONNET	UNITED STATES	74/674,990	1,989,783	05/17/1995	07/30/1996
Sherwood Valve LLC	DUAL BONNET	UNITED STATES	74/675465	2,042,479	05/17/1995	03/04/1997

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Sherwood Valve LLC	SHERWOOD	UNITED STATES	75/184,998	2,154,649	10/21/1996	05/05/1998
Sherwood Valve LLC	QCC	UNITED STATES	74/336,962	1,873,095	12/04/1992	01/10/1995
Sherwood Valve LLC	SHERWOOD	UNITED STATES	141,565	746,461	04/05/1962	03/12/1963
Sherwood Valve LLC	QCC	AUSTRALIA	660977	660977	05/12/1995	10/21/1996
Sherwood Valve LLC	SHERWOOD	CANADA	291320	150036	09/16/1965	04/07/1967
Sherwood Valve LLC	MISCELLANEOUS DESIGN (SS)	UNITED STATES	73/036,160	1,045,761	11/04/1974	10/10/1976
Sherwood Valve LLC	SS & CIRCLE DESIGN	UNITED KINGDOM	2031455	2031455	08/23/1995	08/23/1995
Sherwood Valve LLC	SHERWOOD	UNITED KINGDOM	2031447	2031447	08/23/1995	08/23/1995
Sherwood Valve LLC	SHERWOOD	VENEZUELA	9069-86	135453-F	07/09/1986	09/19/1988
Sherwood Valve LLC	SHERWOOD DUAL BONNET	CANADA	797597	504865	11/16/1995	12/02/1998
Sherwood Valve LLC	SHERWOOD	AUSTRALIA	732763	732763	04/21/1997	04/21/1997
Sherwood Valve LLC	SHERWOOD	AUSTRALIA	789370	789370	04/21/1997	04/21/1997
Sherwood Valve LLC	SHERWOOD	CHINA	970098967	1,331,619	09/18/1997	11/07/1999
Sherwood Valve LLC	SHERWOOD	FRANCE	97675394	97 675 394	04/21/1997	02/27/1998

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Sherwood Valve LLC	SHERWOOD	GERMANY	39717650.3	397 17 650	04/18/1997	11/08/1997
Sherwood Valve LLC	SHERWOOD	ITALY	MC97C003602	789815	04/21/1997	09/02/1999
Sherwood Valve LLC	SHERWOOD	JAPAN	107928/1997	4466876	04/21/1997	04/13/2001
Sherwood Valve LLC	SHERWOOD	KOREA	97-17961	418218	04/21/1997	08/25/1998
Sherwood Valve LLC	SHERWOOD	KOREA	97-19816	420754	04/30/1997	09/11/1998
Sherwood Valve LLC	SHERWOOD (Class 28)	MEXICO	292919	595940	04/21/1997	12/09/1998
Sherwood Valve LLC	SHERWOOD	NEW ZEALAND	275659	275659	04/18/1997	10/21/1996
Sherwood Valve LLC	SHERWOOD	NEW ZEALAND	275661	275661	04/18/1997	10/21/1996
Sherwood Valve LLC	SHERWOOD	SOUTH AFRICA	97/05789	97/05789	10/21/1996	04/18/1997
Sherwood Valve LLC	SHERWOOD	TAIWAN	86019322	00896663	04/21/1997	07/16/2000
Sherwood Valve LLC	SHERWOOD SCUBA	CANADA	842617	TMA498262	04/18/1997	08/05/1998
Sherwood Valve LLC	SHERWOOD SCUBA	ITALY	MI97C003603	789816	04/21/1997	09/02/1999

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE

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OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE
Sherwood Valve LLC	SUPERIOR	UNITED STATES	73/462,732	1,407,399	01/26/1984	09/02/1986
Sherwood Valve LLC	UNI-FORM SHELL	UNITED STATES	72/408,463	936,444	11/22/1971	06/27/1972
Sherwood Valve LLC	CHAR-CORE	UNITED STATES	612,598	1,433,742	08/01/1986	03/24/1987
Sherwood Valve LLC	INTEGRA-SEAL	UNITED STATES	74/255,755	1,732,467	03/16/1992	11/17/1992

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Taylor-Wharton International LLC – Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE
Taylor-Wharton International LLC	TW LOGO	AUSTRALIA	568221	A568221	11/27/1991	02/17/1995
Taylor-Wharton International LLC	TAYLOR-WHARTON	AUSTRALIA	568220	A568220	11/27/1991	07/14/1994
Taylor-Wharton International LLC	TAYLOR-WHARTON	UNITED STATES	75/190,755	2,197,016	10/31/1996	10/20/1998
Taylor-Wharton International LLC	TW LOGO	INDONESIA		312448	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TAYLOR-WHARTON	INDONESIA		311843	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TW LOGO	MALAYSIA	91001448	91001448	03/08/1991	10/06/2005
Taylor-Wharton International LLC	TW & DESIGN	GERMANY	39645380.5	396 45 380	10/18/1996	04/23/1997
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	73/354,524	1,239,170	03/15/1982	05/24/1983
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	71/338,761	307,759	06/10/1933	10/31/1933

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT

TW Cryogenics LLC – Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE
TW Cryogenics LLC	KEEPFULL	UNITED STATES	76/369,394	2,757,239	02/11/2002	08/26/2003
TW Cryogenics LLC	easyCARB	AUSTRALIA	773465	773465	09/18/1998	03/05/1999
TW Cryogenics LLC	EASYCARB	EPO Community Trademark	000953034	9534034	10/06/1998	04/17/2000
TW Cryogenics LLC	EASYCARB	GERMANY	398 57 381.6/0	398 57 381	10/06/1998	09/07/1999
TW Cryogenics LLC	EASYCARB	UNITED KINGDOM	2178868	2178868	10/06/1998	10/06/1998
TW Cryogenics LLC	POLARSTREAM	UNITED STATES	124,150	734,165	07/17/1961	07/10/1962
TW Cryogenics LLC	POLARSTREAM	Community	000358085	000358085	04/01/1996	10/23/1998
TW Cryogenics LLC	POLARSTREAM	DENMARK	VA 05.429 1992	VR 1992 11011	07/29/1992	11/27/1992
TW Cryogenics LLC	POLARSTREAM	CANADA	264856	129506	09/09/1961	01/18/1963
TW Cryogenics LLC	POLARSTREAM	UNITED KINGDOM	824149	824149	08/11/1961	08/11/1982

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OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE
TW Cryogenics LLC	EasyCARB	UNITED STATES	75/463,544	2,433,853	04/07/1998	03/06/2001
TW Cryogenics LLC	easyCARB & DESIGN	UNITED STATES	75/463,543	2,416,181	04/07/1998	12/26/2000

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TO TRADEMARK SECURITY AGREEMENT

TW Cylinders – Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE
TW Cylinders LLC	LIGHTWEIGHTS & DESIGN	UNITED STATES	73/763,907	1,554,396	11/15/1988	09/05/1989

RECORDED: 01/17/2008
TRADEMARK
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