# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| TW Cylinders 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: 1

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 1554396 | LIGHTWEIGHTS |

CH $40.00 1554396

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 |

# 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 |
|---|---|---|---|---|---|---|

| 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 |





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# 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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SCHEDULE I

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
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