

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
Sherwood Valve LLC		06/15/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Meritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3392746	OXY-GEN I
Registration Number:	2485636	OPDQ
Registration Number:	1816682	SHERWOOD
Registration Number:	1989783	SHERWOOD DUAL BONNET
Registration Number:	2042479	DUAL BONNET
Registration Number:	2154649	SHERWOOD
Registration Number:	1873095	QCC
Registration Number:	0746461	SHERWOOD
Registration Number:	1045761	SS
Registration Number:	1407399	SUPERIOR
Registration Number:	0936444	UNI-FORM SHELL
Registration Number:	1433742	CHAR-CORE
Registration Number:	1732467	INTEGRA-SEAL
Serial Number:	77689476	KAROLTECH

OP \$390.00 3392746

900164970

**TRADEMARK
 REEL: 004227 FRAME: 0087**

Serial Number:	77689508	MIA SERIES
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CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lk/
Date:	06/17/2010

Total Attachments: 9
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(REVOLVER AND TERM A)

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (REVOLVER AND TERM A), dated as of June 15, 2010, 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 Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 the Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined therein) 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 Amended and Restated Trademark Security Agreement (Revolver and Term A);

WHEREAS, Grantor previously executed that certain Trademark Security Agreement, dated as of December 7, 2007 (the “Prior Trademark Security Agreement”);

WHEREAS, the parties hereto desire to amend and restate the Prior Trademark Security Agreement on the terms set forth herein and agree that (i) this Amended and Restated Trademark Security Agreement (Revolver and Term A) amends and restates the Prior Trademark Security Agreement in its entirety and secures only the Revolving Loan and Term Loan A, and (ii) a second Amended and Restated Trademark Security Agreement (Term B) dated as of the date hereof by and from Grantor to Agent amends and restates the Prior Trademark Security Agreement in its entirety and secures only the Term Loan B; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers 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 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”):

(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;

(b) all renewals and extensions of the foregoing;

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

(d) 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 Amended and Restated Trademark Security Agreement (Revolver and Term A) is granted in conjunction with the security interest granted to the Agent 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, 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 Amended and Restated Trademark Security Agreement (Revolver and Term A) 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 Amended and Restated Trademark Security Agreement (Revolver and Term A) 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 Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Trademark Security Agreement (Revolver and Term A) to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

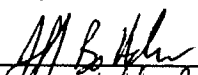
SHERWOOD VALVE LLC,
as Grantor

By: Bill Corbin
Name: Bill Corbin
Title: CEO

[Signature Page to Amended and Restated
Trademark Security Agreement - Sherwood Valve LLC
(Revolver and Term A)]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Jeff Botcher
Title: Its Duly Authorized Signatory

[Signature Page to Amended and Restated
Trademark Security Agreement - Sherwood Valve LLC
(Revolver and Term A)]

Schedule 1

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	3392746	01/05/2004	3/04/2008
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	Abandoned
Sherwood Valve LLC	OPDQ	UNITED STATES	75/550,194	2,485,636	09/09/1998	Abandoned
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
Sherwood Valve LLC	SHERWOOD	UNITED STATES	75/184,998	2,154,649	10/21/1996	05/05/1998

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
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
Harsco – needs to be assigned to 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
Harsco – needs to be assigned to 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

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Sherwood Valve LLC	SHERWOOD	FRANCE	97675394	97 675 394	04/21/1997	02/27/1998
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
Harsco to Cramer Decker Inds. Inc. in 2001	SHERWOOD SCUBA	CANADA	842617	TMA498262	04/18/1997	08/05/1998
Harsco to Cramer-Decker Inds. Inc. in 2001	SHERWOOD SCUBA	ITALY	MI97C003603	789816	04/21/1997	09/02/1999

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK	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
Sherwood Valve LLC	KAROLTECH	UNITED STATES	77/689,476	77/689,476	03/31/2009	06/30/2009
Sherwood Valve LLC	MIA SERIES	UNITED STATES	77/689,508	77/689,508	03/31/2009	06/30/2009