

## 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
Cigweld Pty Ltd.		12/03/2010	COMPANY: AUSTRALIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0853222	COBALARC	
Registration Number:	1046295	TWIN-O-VAC	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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 Kastner		
Signature:	/lk/		
Date:	12/08/2010		

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Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 3, 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, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 3, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, the Borrower Representative, Thermadyne Technologies Holdings, Inc. (formerly known as Razor Holdco Inc.), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, 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 Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, each Grantor has agreed to execute and deliver this Trademark Security Agreement as security for the Guaranteed Obligations;

NOW, THEREFORE, in consideration of the foregoing and to induce the Lenders, the L/C Issuers and 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 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 Obligations of such Grantor hereby grants to 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”):

1. all Trademarks owned by such Grantor including, without limitation, those referred to on Schedule 1 hereto;

2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. 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. Fixed and Floating Charge. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Fixed and Floating Charge among Agent and Grantors dated as of the date hereof (the “Fixed and Floating Charge”) and each Grantor hereby acknowledges and agrees 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 Fixed and Floating Charge, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

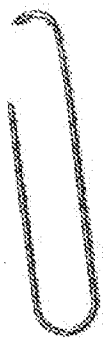
Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and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

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to General Electric Capital Corporation, as Agent, pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder, are subject to the provisions of the Intercreditor Agreement, dated as of December 3, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among General Electric Capital Corporation, as the Initial ABL Agent, and U.S. Bank National Association, as Collateral Trustee. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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.

Executed by CIGWELD PTY LTD ACN 007 )  
226 815 in accordance with section 127(1) of the )  
Corporations Act 2001 (Cth): )  
 )  
 )

*William*  
Signature of director

*[Signature]*  
Signature of ~~director~~ company secretary  
\*delete whichever does not apply

GRAEME WILLIAMS  
Name (please print)

Neil E. Lypatovich  
Name (please print)

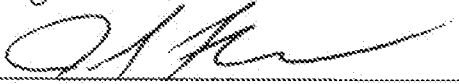
Notice Address:

c/o Thermadyne Holdings Corporation  
16032 Swingley Ridge Road, Suite 300  
Chesterfield, MO 63017  
Attn: Chief Financial Officer  
Facsimile: (636) 728-3010

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: 

Name: Jack F. Morrone

Title: Duly Authorized Signatory

SCHEDULE 1

See attached

# Schedule of Trademarks

AT REF. #	Trademark	Country	Owner	Application No.	Registration No.	Registration Date	Status	Next Renewal Due	Class/Goods
29264-01016	COBALARC	United States of America	Cigweld Pty Ltd	72/274,495	853,222	23-Jul-1968	Registered	23-Jul-2018	09 Int.-Welding electrodes and rods
29264-01051	TWIN-O-VAC	United States of America	Cigweld Pty Ltd	73/075,452	1,046,295	17-Aug-1976	Registered	17-Aug-2016	10 Int.-Therapeutic appliances and apparatus for resuscitation

RECORDED: 12/08/2010

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