

**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
Coltec Industrial Products LLC		03/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
Coltec Industries Inc		03/31/2011	CORPORATION: PENNSYLVANIA
Corrosion Control Corporation		03/31/2011	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	769027	PLASTI-THREAD
Registration Number:	930297	PLAST-O-LON
Registration Number:	578534	ALCO
Registration Number:	573224	ALCO
Registration Number:	439630	CHEMISEAL
Registration Number:	1896777	ENVIRO DESIGN
Registration Number:	1297387	FAIRBANKS MORSE
Registration Number:	1868276	PIKOTEK

**CORRESPONDENCE DATA**

Fax Number: (678)533-7787

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900189167**

**TRADEMARK  
 REEL: 004520 FRAME: 0787**

**CH \$215.00 769027**

Phone: 404-523-5300  
Email: sls@phrd.com  
Correspondent Name: Steven L. Schaaf, Paralegal  
Address Line 1: 285 Peachtree Center Avenue, N.E.  
Address Line 2: Suite 1500  
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1809.17
NAME OF SUBMITTER:	Douglas A. Nail
Signature:	/DAN/
Date:	04/12/2011

**Total Attachments: 25**

source=Second AR Trademark Security Agmt - EnPro#page1.tif  
source=Second AR Trademark Security Agmt - EnPro#page2.tif  
source=Second AR Trademark Security Agmt - EnPro#page3.tif  
source=Second AR Trademark Security Agmt - EnPro#page4.tif  
source=Second AR Trademark Security Agmt - EnPro#page5.tif  
source=Second AR Trademark Security Agmt - EnPro#page6.tif  
source=Second AR Trademark Security Agmt - EnPro#page7.tif  
source=Second AR Trademark Security Agmt - EnPro#page8.tif  
source=Second AR Trademark Security Agmt - EnPro#page9.tif  
source=Second AR Trademark Security Agmt - EnPro#page10.tif  
source=Second AR Trademark Security Agmt - EnPro#page11.tif  
source=Second AR Trademark Security Agmt - EnPro#page12.tif  
source=Second AR Trademark Security Agmt - EnPro#page13.tif  
source=Second AR Trademark Security Agmt - EnPro#page14.tif  
source=Second AR Trademark Security Agmt - EnPro#page15.tif  
source=Second AR Trademark Security Agmt - EnPro#page16.tif  
source=Second AR Trademark Security Agmt - EnPro#page17.tif  
source=Second AR Trademark Security Agmt - EnPro#page18.tif  
source=Second AR Trademark Security Agmt - EnPro#page19.tif  
source=Second AR Trademark Security Agmt - EnPro#page20.tif  
source=Second AR Trademark Security Agmt - EnPro#page21.tif  
source=Second AR Trademark Security Agmt - EnPro#page22.tif  
source=Second AR Trademark Security Agmt - EnPro#page23.tif  
source=Second AR Trademark Security Agmt - EnPro#page24.tif  
source=Second AR Trademark Security Agmt - EnPro#page25.tif

## SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is dated March 31, 2011 (together with all amendments, if any, from time to time hereto, this "Agreement"), among each of the parties named as a Debtor on the signature pages hereto (individually, a "Debtor" and collectively, the "Debtors") and BANK OF AMERICA, N.A., a national banking association, in its capacity as collateral and administrative agent (together with its successors in such capacity, the "Agent") for the Secured Parties (as defined in the Loan Agreement (defined below)).

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated April 26, 2006, by and among Coltec Industries Inc, a Pennsylvania corporation ("Coltec"), Coltec Industrial Products LLC, a Delaware limited liability company ("CIP"), GGB LLC, a Delaware limited liability company ("GGB LLC"), Corrosion Control Corporation, a Colorado corporation ("CCC"), Stemco LP, a Texas limited partnership ("Stemco LP (TX)"), STEMCO Kaiser Incorporated, a Michigan corporation ("Kaiser"; Coltec, CIP, GGB LLC, CCC, Stemco LP (TX) and Kaiser each individually referred to herein as an "Existing Borrower" and collectively as "Existing Borrowers"), the Agent, and the various financial institutions party thereto from time to time (the "Existing Lenders") (including all annexes, exhibits and schedules thereto, as at any time amended, restated, modified, or supplemented prior to the date hereof, including by means of any joinder agreements, the "Existing Loan Agreement"), the Existing Lenders agreed to make loans to, and issue letters of credit on behalf of, Existing Borrowers;

WHEREAS, in connection with the Existing Loan Agreement, (i) EnPro Industries, Inc., a North Carolina corporation (the "Parent") executed and delivered that certain Amended and Restated Parent Guarantee dated as of April 26, 2006, in favor of the Agent and the Existing Lenders (as at any time amended, restated, modified, or supplemented prior to the date hereof, the "Existing Parent Guarantee"), pursuant to which the Parent unconditionally guaranteed to the Agent and the Existing Lenders the payment and performance of all of the "Guaranteed Obligations" (as defined therein); and (ii) Coltec International Services Co., a Delaware corporation ("Coltec International"), GGB, Inc., a Delaware corporation ("GGB Inc."), Stemco Holdings, Inc., a Delaware corporation ("Stemco Holdings"), Compressor Products Holdings, Inc., a Delaware corporation ("Compressor Products"), and Compressor Services Holdings, Inc., a Delaware corporation ("Compressor Services"; Coltec International, GGB Inc., Stemco Holdings, Compressor Products, and Compressor Services each individually referred to herein as a "Existing Subsidiary Guarantor" and collectively as the "Existing Subsidiary Guarantors"), executed and delivered that certain Amended and Restated Subsidiary Guarantee dated as of April 26, 2006, in favor of the Agent and the Existing Lenders (as at any time amended, restated, modified, or supplemented prior to the date hereof, including by means of any joinder agreements, the "Existing Subsidiary Guarantee"), pursuant to which the Existing Subsidiary Guarantors jointly and severally unconditionally guaranteed to the Agent and the Existing Lenders the payment and performance of all of the "Guaranteed Obligations" (as defined therein);

WHEREAS, in order to induce the Agent and the Existing Lenders to enter into the Existing Loan Agreement and the other Loan Documents (as defined in the Existing Loan Agreement), and to induce the Existing Lenders to make loans and issue letters of credit as provided for in the Existing Loan Agreement, each of the Existing Borrowers and the Existing Subsidiary Guarantors (collectively, the "Existing Debtors") entered into that certain Amended, Restated and Consolidated Trademark Security Agreement dated as of April 26, 2006 (such Amended, Restated and Consolidated Trademark Security Agreement is referred to herein, including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark Agreement"), and pursuant thereto each of the Existing Debtors agreed to grant to the Agent for the

benefit of itself and the Existing Lenders a security interest in all of the "Collateral" (as defined in the Existing Trademark Agreement) in order to secure the "Secured Obligations" (as defined in the Existing Trademark Agreement);

WHEREAS, Coltec, CIP, GGB LLC, CCC, Stemco LP (TX), and Kaiser (each individually referred to herein as a "Borrower" and collectively as "Borrowers"), Coltec International, GGB Inc., Stemco Holdings, Compressor Products, and Compressor Services (each individually referred to herein as a "Subsidiary Guarantor" and collectively as "Subsidiary Guarantors"), Parent, the Agent and the various financial institutions party thereto from time to time (the "Lenders") have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of even date herewith (as at any time amended, restated, modified or supplemented, the "Loan Agreement"), which Loan Agreement amends and restates the Existing Loan Agreement;

WHEREAS, in connection with the Loan Agreement, (i) Parent has executed and delivered that certain Second Amended and Restated Parent Guarantee dated as of the date hereof in favor of the Agent for the benefit of the Secured Parties (as at any time amended, restated, modified, or supplemented prior to the date hereof, the "Parent Guarantee"), which amends and restates the Existing Parent Guarantee; and (ii) Subsidiary Guarantors have executed and delivered that certain Second Amended and Restated Subsidiary Guarantee dated as of the date hereof in favor of the Agent for the benefit of the Secured Parties (as at any time amended, restated, modified, or supplemented prior to the date hereof, including by means of any joinder agreements, the "Subsidiary Guarantee"), which amends and restates the Existing Subsidiary Guarantee;

WHEREAS, it is a condition to the Agent's and the Lenders' willingness to make loans and other financial accommodations to or for the benefit of the Borrowers under the Loan Agreement that Debtors agree to enter into this Agreement and to amend and restate the Existing Trademark Agreement in its entirety as hereinafter set forth; and

WHEREAS, in consideration for, among other things, the execution and delivery of the Loan Agreement by the Agent and the Lenders, and to secure the full and prompt payment and performance of all of the Obligations (as defined in the Loan Agreement), the parties hereto agree that the Existing Trademark Agreement is hereby amended and restated in its entirety by this Agreement, and each Debtor agrees to grant a first priority security interest to the Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), in and to the Collateral described herein, and each of the Existing Debtors agrees to ratify, renew and continue its prior grant of a security interest in and to such Collateral, in each case in order to ensure and secure the prompt payment and performance of the Secured Obligations (as defined herein) all on the terms set forth herein.

#### 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, the parties hereto agree to enter into this Agreement and to amend and restate the Existing Trademark Agreement as follows:

1. Definitions. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Loan Agreement.

2. Creation of Security Interest. Each Debtor hereby grants to Agent for the benefit of the Secured Parties a security interest in all of such Debtor's right, title and interest in and to its respective portion of

the collateral described in Section 3 herein (the "Collateral") in order to secure the payment of all of Debtors' Obligations under the Loan Agreement, the Parent Guarantee, the Subsidiary Guarantee and the other Loan Documents, as applicable (collectively, the "Secured Obligations").

In addition to the foregoing, each of the Existing Debtors hereby ratifies, reaffirms, renews and continues its prior grant of a security interest in favor of Agent, for the benefit of the Secured Parties, in all of the Collateral described in the Existing Trademark Agreement.

3. Collateral. The Collateral is:

(a) all of each Debtor's U.S. registered trademarks, U.S. trademark registrations, U.S. registered tradenames and U.S. trademark applications, which, in each case, are owned by Debtors and are now or hereafter filed with the United States Patent and Trademark Office, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding to such U.S. registered trademarks, U.S. trademark registrations, U.S. registered tradenames and U.S. trademark applications throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"); and

(b) the goodwill of each Debtor's business connected with and symbolized by the Trademarks; and

(c) any and all rights now owned or hereafter acquired by any Debtor under any written agreement granting any exclusive right to use any other Person's United States trademarks or United States trademark applications ("Trademark Licenses"), including those listed on Schedule B attached hereto, to the extent permitted thereunder; and

(d) all accessions to, substitutions for and replacements, products and proceeds of any of the foregoing.

Notwithstanding the foregoing, the collateral security granted by Debtors pursuant to this Section 3 shall exclude rights under (but not excluding proceeds of) any Trademark Licenses that contain an enforceable restriction on the applicable Debtor's right to grant the security interest to the Agent contemplated by this Agreement, unless and until such Debtor shall have obtained consent from the relevant party or parties thereto to the grant of such security interest.

4. License; Royalties; Term.

(a) Grant of License. Each Debtor hereby grants to Agent for the ratable benefit of the Secured Parties a non-exclusive, assignable right and license, during the existence of an Event of Default, (i) under each Trademark of such Debtor, and (ii) under any Trademark Licenses held by such Debtor with respect to trademarks owned by any person or entity other than such Debtor to the extent permitted under such Trademark Licenses, in each case to use such Trademarks and the trademarks subject to such Trademark Licenses, and to sell any Collateral bearing any such Trademarks or trademarks subject to such Trademark Licenses to the extent that such license is reasonably necessary to permit or to facilitate the collection, during the existence of an Event of Default, of any accounts receivable of such Debtor or the disposition, during the existence of an Event of Default, of any Collateral (the "License"). The License shall be without royalty or any other payments or fees by Agent or

any of the other Secured Parties and the permitted use by Agent and the other Secured Parties (unless otherwise provided for in any License) thereunder (i) shall be worldwide, and (ii) shall be limited only by those restrictions to which such Debtor is subject under each Trademark or Trademark License.

(b) Term of License. At such time as the Secured Obligations (other than Contingent Obligations that survive the termination of the Loan Documents) have been paid or performed in full and the Lenders' Commitments have terminated (the date on which such Secured Obligations have been paid or performed in full and the Lenders' Commitments have terminated is hereinafter referred to as the "Termination Date"), this Agreement shall terminate and Agent shall promptly execute and deliver to Debtors all deeds, assignments and other instruments reasonably requested by Debtors as may be necessary or proper to re-vest in Debtors full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto. Such reassignment and redelivery shall be without warranty by or recourse to Agent or any of the other Secured Parties, and shall be at the expense of Debtors.

5. Restrictions on Future Agreements. Unless otherwise permitted by the Loan Agreement, until the Termination Date, no Debtor shall, without Agent's prior written consent, which consent shall not be unreasonably withheld, (a) enter into any agreement, including, without limitation, any license agreement, that violates such Debtor's obligations under this Agreement and the other Loan Documents to which such Debtor is a party, (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any material Trademark), that would in any material respect affect the validity or enforceability of the rights transferred to Agent or any of the other Secured Parties under this Agreement, or (c) enter into any other contractual obligations (excluding licenses of Trademarks granted by such Debtor in the Ordinary Course of Business) which would reasonably be expected to restrict or inhibit in any material respect Agent's rights to sell or otherwise dispose of the Collateral or any part thereof during the existence of an Event of Default.

6. New Trademarks. Each Debtor represents and warrants that the Trademarks listed on Schedule A constitute all of the registered trademarks, tradenames and applications which are as of the date hereof owned by or are pending on behalf of such Debtor in the United States. If, before the Secured Obligations shall have been satisfied in full, any Debtor shall (i) (a) obtain any registration or apply for any registration for trademarks after the date hereof in the United States Patent and Trademark Office or (b) obtain rights (other than as a non-exclusive licensee) to any U.S. registered trademarks or tradenames used in the United States, or (ii) (a) become entitled to the benefit (other than as a non-exclusive licensee) of any trademark application, trademark, tradename or trademark registration in the United States or (b) become entitled to the benefit of any U.S. registered trademark or tradenames used in the United States, the provisions of Section 2 shall automatically apply thereto and each such Debtor shall give to Agent prompt written notice thereof. Each Debtor hereby authorizes Agent to modify this Agreement by amending Schedule A and B to include any future trademarks, trademark registrations, trademark applications and tradenames that are Trademarks, as applicable, under Section 3 or under this Section 6. Each Debtor agrees to give Agent prompt written notice within forty-five (45) days after the end of each of its fiscal quarters of all new exclusive Trademark Licenses and trademark applications for registration in the United States Patent and Trademark Office and to execute amendments and provide new schedules as Agent shall request

7. Additional Representations and Warranties. Each Debtor hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided herein or permitted by the Loan Agreement, such Debtor is and will continue to be the owner of all its right, title and interest in the Collateral so long as the Trademarks shall continue in force, free from any lien in favor of any person or entity.

(b) Such Debtor has the full right and power to grant the security interest in the Collateral

made hereby.

(c) Except as otherwise provided herein or permitted by the Loan Agreement and except for licenses of Trademarks granted by such Debtor in the Ordinary Course of Business, such Debtor has not made any previous assignment, transfer or agreements in conflict herewith in any material respect or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral.

(d) Such Debtor will not execute nor authorize for filing any financing statement or other document or instruments evidencing or giving notice of liens affecting the Collateral (other than filings pursuant to the Loan Documents or permitted thereby) at any time prior to the Termination Date.

(e) To the best of such Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks or Trademark Licenses which would materially and adversely affect the fair market value of the Collateral or the material benefits of this Agreement granted to Agent or any of the other Secured Parties, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder, and such Debtor will continue to maintain monitoring and enforcement practices in accordance with reasonable business practices.

8. Agent's Right to Maintain Quality. Each Debtor agrees that during the existence of an Event of Default, Agent shall have the right to establish such additional product quality controls as Agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Debtors under the Trademarks. Except as otherwise permitted by the Loan Agreement, each Debtor agrees (i) not to sell or assign its interest in, or to grant any license under, any Trademarks without the prior written consent of Agent, which consent shall not be unreasonably withheld; provided, that Debtors may grant (a) non-exclusive licenses in Trademarks in the ordinary course of their business and (b) exclusive licenses in Trademarks to the extent that the grant of such licenses do not prevent Agent from selling, disposing or otherwise exercising its rights with respect to the Trademarks; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of such products as of the date hereof; and (iii) to provide Agent, upon request, with a certificate of an officer of each Debtor certifying each Debtor's compliance with the foregoing.

9. Duties of Debtors. Each Debtor shall, until the Termination Date, (i) prosecute (and to the extent such trademarks would have material economic value to such Debtor in its reasonable business judgment, diligently prosecute) in its reasonable business judgment any trademark application that is part of the Trademarks pending as of the date hereof or thereafter, (ii) make application for registration on U.S. trademarks, as appropriate in such Debtor's reasonable business judgment and to the extent such trademarks would have material economic value to such Debtor in its reasonable business judgment, (iii) except as otherwise provided in the Loan Agreement, preserve and maintain all rights in trademark applications, trademarks, tradenames, and trademark registrations that are part of the Trademarks unless such Debtor determines in its reasonable business judgment that such rights do not have material economic value, (iv) not abandon any right to file a U.S. trademark application nor any pending U.S. trademark application if such Debtor determines in its reasonable business judgment that such trademarks would have material economic value, and (v) not abandon any given material Trademark. Any expenses incurred in connection with the applications referred to in this Section 9 shall be borne by Debtors.

If any Debtor fails to comply with any of the foregoing duties, Agent may so comply in such Debtor's name to the extent permitted by law, but at Debtors' expense, and Debtors hereby agree to jointly and severally reimburse Agent in full for all reasonable out-of-pocket expenses, including the reasonable fees and disbursements of attorneys and paralegals incurred by Agent in protecting, defending and maintaining the Collateral.

In the event that any Debtor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien prohibited hereby, or shall fail to comply with any other duty hereunder, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of such Debtor and all moneys so paid out shall be Secured Obligations of Debtors repayable on demand, together with interest at an interest rate equal to the highest rate permitted by Section 3.11 of the Loan Agreement.

Each Debtor shall take all commercially reasonable action necessary to preserve and maintain the validity, perfection and first priority of Agent's security interest granted herein in the Collateral, subject to Permitted Liens.

10. Agent's Right to Sue. During the existence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Collateral, and any licenses thereunder, and, if Agent shall commence any such suit, each Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Debtors shall jointly and severally, indemnify and, upon demand, promptly reimburse Agent for all damages, costs and expenses, including attorneys' and paralegal fees and expenses, incurred by Agent in the exercise of its rights in bringing suit under this Section 10.

11. Waivers. No course of dealing among any of Debtors and Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any of the other Secured Parties, any right, power or privilege hereunder or under the Loan Agreement or any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. If any provision hereof shall render an otherwise valid Trademark invalid or ineffective, then such provision shall be void ab initio to the extent that the validity or effectiveness of the Trademark is thereby preserved and Debtors shall make suitable other valid arrangements to provide Agent and Lenders with equivalent protections to that intended hereby.

13. Amendments and Waivers. Except as set forth in Section 6 hereof, neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent. Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

14. Remedies. If any Event of Default shall have occurred and be continuing, Agent shall be entitled to exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Loan Agreement or in any of the other Loan Documents or otherwise available to Agent, all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of North Carolina (the "UCC") whether or not the UCC applies to the affected Collateral, and also may (i) require Debtors to, and each Debtor hereby agrees that it will upon the request of Agent, forthwith, (A) execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all right, title and interest in and to the Collateral, and (B) take such other action as Agent may request to effectuate the outright assignment of such Collateral or to exercise, register or further perfect and protect Agent's rights and remedies with respect to such assigned Collateral, and (ii) without notice except as specified below, sell the Trademarks and the goodwill of the businesses related thereto or any part thereof in one or



more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as are commercially reasonable. Each Debtor agrees that at least ten (10) days' prior notice to such Debtor of the time and place of any public sale or the time which any private sale is to be made shall constitute reasonable notification. Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Agent or any of the other Secured Parties may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may setoff the amount of such price against the Secured Obligations. The proceeds realized from the sale of any Trademarks shall be applied as set forth in Section 5.6 of the Loan Agreement. If any deficiency shall arise, Debtors shall remain jointly and severally liable to Agent and the other Secured Parties therefor to the extent provided in the Loan Documents. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Agent's security interest in the Collateral until the Secured Obligations are fully paid. Each Debtor agrees that neither the Agent nor any of the other Secured Parties have any obligation to preserve rights to Collateral against any other parties.

15. Cumulative Remedies; Power of Attorney; Effect on the Loan Documents. All of Agent's rights and remedies with respect to the Collateral, whether established hereby, by the Loan Agreement, or by any of the other Loan Documents, or by law, shall be cumulative and may be exercised singularly or concurrently. Each Debtor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Debtor's true and lawful attorney-in-fact, with power, during the existence of an Event of Default, to (a) endorse such Debtor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Collateral including, without limitation, if such Debtor fails to execute and deliver within five (5) business days of Agent's request therefor the assignment substantially in the form of Exhibit A hereto, (b) take any other actions with respect to the Collateral as Agent deems in the best interest of Agent, (c) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the Termination Date. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Parties under the Loan Agreement and the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

16. Notice. All notices, requests and demands hereunder shall be given in accordance with Section 15.9 of the Loan Agreement.

17. Binding Effect; Benefits of Agreement. This Agreement shall create a continuing security interest in the Collateral and shall (i) be binding upon each Debtor and its successors and assigns and (ii) inure, together with the rights and remedies of Agent and the other Secured Parties hereunder, to the benefit of Agent and the other Secured Parties, and their respective successors, permitted transferees and permitted assigns. Without limiting the generality of the foregoing clause (ii) and subject to the provisions of the Loan Agreement, any of the Secured Parties may, assign or otherwise transfer any of the Secured Obligations and/or the "Obligations" as defined in the Loan Agreement to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to such Secured Parties herein or otherwise.

18. Authority of Agent. Agent shall have and be entitled to exercise all powers hereunder which are specifically delegated to Agent by the terms hereof, together with such powers as are reasonably incident thereto. Agent may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Agent and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed

or sent by the proper person or persons. Debtors agree to jointly and severally indemnify and hold harmless Agent and the other Secured Parties and any other person acting on behalf of Agent or any of the other Secured Parties from and against any and all reasonable out-of-pocket costs and expenses, including reasonable fees and expenses of attorneys and paralegals, claims or liability incurred by Agent or any of the other Secured Parties or any such person hereunder, except to the extent any such claim or liability shall be due to willful misconduct or gross negligence on the part of Agent, the other Secured Parties or any such person subject to such claim or liability.

19. Waiver. To the fullest extent it may lawfully so agree, each Debtor agrees that it will not at any time insist upon, claim, plead, or take any benefit or advantage of any appraisal, valuation, stay, extension, moratorium, redemption or similar law now or hereafter in force in order to prevent, delay, or hinder the enforcement hereof or the absolute sale of any part of the Collateral. Each Debtor for itself and all who claim through it, so far as it or they now or hereafter lawfully may do so, hereby waives the benefit of all such laws, and all right to have the Collateral marshaled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Agreement may order the sale of the Collateral as an entirety. Without limiting the generality of the foregoing, each Debtor hereby: (i) authorizes Agent in its sole discretion and without notice to or demand upon such Debtor and without otherwise affecting the obligations of any Debtor hereunder from time to time to take and hold other collateral (in addition to the Collateral) for payment of the Secured Obligations, or any part thereof and to exchange, enforce or release such other collateral or any part thereof and to accept and hold any endorsement or guarantee of payment of the Secured Obligations, or any part thereof and to release or substitute any endorser or guarantor or any other person or entity granting security for or in any other way obligated upon any Secured Obligations or any part thereof, and (ii) waives and releases any and all right to require Agent to collect any of the Secured Obligations from any specific item or items of the Collateral or from any other party liable as guarantor or in any other manner in respect of any of the Secured Obligations or from any collateral (other than the Collateral) for any of the Secured Obligations.

20. Interpretation of Agreement. Time is of the essence of each provision of this Agreement of which time is an element. All terms not defined herein shall have the meaning set forth in the UCC, except where the context otherwise requires.

21. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Agent or any of the other Secured Parties in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by Agent or any of the Secured Parties upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Debtor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

22. Final Expression. This Agreement, together with the other Loan Documents, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

23. Survival of Provisions. All representations, warranties and covenants of Debtors contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the Termination Date.

24. Termination of Agreement. This Agreement shall terminate upon the Termination Date. At such time, Agent shall, at the request of Debtors, reassign and redeliver to Debtors all of the collateral of Debtors hereunder which has not been sold, disposed of, retained or applied by Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to Agent, except as to the absence of any prior assignments by Agent of its interest in the Collateral, and shall be at the expense of Debtors.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

26. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

(a) THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NORTH CAROLINA (BUT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES), PROVIDED THAT AGENT SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN ANY UNITED STATES FEDERAL COURT SITTING IN OR WITH DIRECT OR INDIRECT JURISDICTION OVER THE WESTERN DISTRICT OF NORTH CAROLINA OR IN ANY NORTH CAROLINA STATE COURT SITTING IN MECKLENBURG COUNTY, NORTH CAROLINA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF DEBTORS AND AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF DEBTORS AND AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING: (1) AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY DEBTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS, AND (2) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

(c) EACH OF DEBTORS HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO SUCH DEBTOR AT ITS ADDRESS SET FORTH HEREIN AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) BUSINESS DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAILED POSTAGE PREPAID. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF AGENT TO SERVE LEGAL PROCESS BY ANY OTHER MANNER PERMITTED BY LAW.

(d) EACH OF DEBTORS AND AGENT IRREVOCABLY WAIVES THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH OF

DEBTORS AND AGENT AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

(e) AGENT AND THE OTHER SECURED PARTIES SHALL NOT HAVE ANY LIABILITY TO ANY DEBTOR (WHETHER IN TORT, CONTRACT, EQUITY OR OTHERWISE) FOR LOSSES SUFFERED BY SUCH DEBTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION HEREWITH, UNLESS IT IS DETERMINED THAT THE LOSSES WERE THE RESULT OF ACTS OR OMISSIONS BY AGENT AND THE OTHER SECURED PARTIES CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN ANY SUCH LITIGATION, AGENT AND THE OTHER SECURED PARTIES SHALL BE ENTITLED TO THE BENEFIT OF THE REBUTTABLE PRESUMPTION THAT THEY ACTED IN GOOD FAITH AND WITH THE EXERCISE OF ORDINARY CARE IN THEIR PERFORMANCE OF THE TERMS OF THIS AGREEMENT.

(f) EXCEPT FOR RIGHTS OF NOTICE WHICH ARE EXPRESSLY PROVIDED FOR HEREIN, EACH OF DEBTORS HEREBY EXPRESSLY WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE OF RIGHTS BY AGENT DURING THE EXISTENCE OF AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS. EACH OF DEBTORS WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF AGENT IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF AGENT, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AMONG ANY OF DEBTORS AND SECURED PARTIES.

27. Amendment and Restatement.

(a) This Agreement amends and restates the Existing Trademark Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Trademark Agreement and the agreements, documents and instruments executed and delivered in connection with the Existing Trademark Agreement (collectively, the "Existing Trademark Documents") are hereby renewed, amended, restated and superseded in their entirety according to the terms and provisions set forth in this Agreement and the other Loan Documents. This Agreement does not constitute, nor shall it result in, a waiver of, or release, discharge or forgiveness of, any amount payable pursuant to the Existing Trademark Documents or any indebtedness, liabilities or obligations of any Debtor thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement and the other Loan Documents. Neither this Agreement nor any of the other Loan Documents

extinguishes the indebtedness or liabilities outstanding in connection with the Existing Trademark Documents, nor do they constitute a novation with respect thereto.

(b) All security interests, pledges, assignments, and other Liens previously granted by each Debtor pursuant to the Existing Trademark Documents are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Secured Obligations.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed and delivered on the day and year first above written.

DEBTORS:

ENPRO INDUSTRIES, INC.

By: *Orville Lunking*  
Name: Orville G. Lunking  
Title: Vice President and Treasurer

Address:  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer

COLTEC INDUSTRIES INC

By: *Orville Lunking*  
Name: Orville G. Lunking  
Title: Treasurer

Address:  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer


COLTEC INDUSTRIAL PRODUCTS LLC

By: *Orville Lunking*  
Name: Orville G. Lunking  
Title: Treasurer

Address:  
c/o Coltec Industries Inc  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer

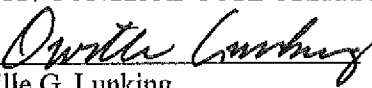
[Signatures continue on following page.]

**GGB LLC**

By:   
Name: Orville G. Lunking  
Title: Treasurer

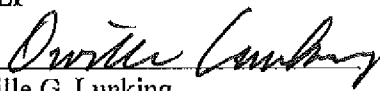
Address:  
c/o Coltec Industries Inc  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer

**CORROSION CONTROL CORPORATION**

By:   
Name: Orville G. Lunking  
Title: Treasurer

Address:  
c/o Coltec Industries Inc  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer


**STEMCO LP**

By:   
Name: Orville G. Lunking  
Title: Treasurer

Address:  
c/o Coltec Industries Inc  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer

[Signatures continue on following page.]

STEMCO KAISER INCORPORATED

By:   
Name: Orville G. Lunking  
Title: Treasurer

Address:

c/o Coltec Industries Inc  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer

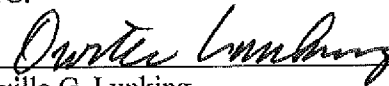
COLTEC INTERNATIONAL SERVICES CO.

By:   
Name: Richard L. Magee  
Title: President

Address:

c/o Coltec Industries Inc  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer

GGB, INC.

By:   
Name: Orville G. Lunking  
Title: Treasurer

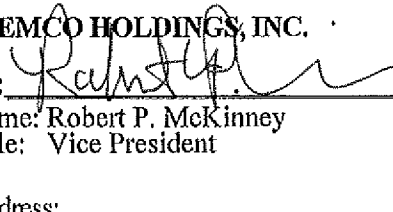
Address:

c/o Coltec Industries Inc  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer

[Signatures continue on following page.]



**STEMCO HOLDINGS, INC.**

By:   
Name: Robert P. McKinney  
Title: Vice President

Address:

c/o Coltec Industries Inc  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer

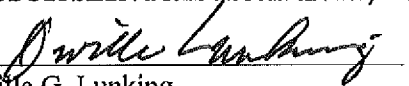
**COMPRESSOR PRODUCTS HOLDINGS, INC.**

By:   
Name: Orville G. Lunking  
Title: Treasurer

Address:

c/o Coltec Industries Inc  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer

**COMPRESSOR SERVICES HOLDINGS, INC,**

By:   
Name: Orville G. Lunking  
Title: Treasurer


Address:

c/o Coltec Industries Inc  
5605 Carnegie Boulevard, Suite 500  
Charlotte, North Carolina 28209-4674  
Facsimile: (704) 731-1569  
Attn: Treasurer

[Signatures continue on following page.]

By acceptance hereof on the day and year first written above, Agent on behalf of the Secured Parties agrees to be bound by the provisions hereof.

**BANK OF AMERICA, N.A., as Agent**

By:   
Name: Andrew A. Doherty  
Title: Senior Vice President

Agent's address for notices:

Bank of America, N.A.  
300 Galleria Parkway  
Suite 800  
Atlanta, Georgia 30339  
Attention: Loan Administrator  
Telecopy No.: (404) 607-3276  
(404) 607-3277

SCHEDULE A

TO

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Dated March 31, 2011

<u>Trademark</u>	<u>Owner Name</u>	<u>Registration/(Application) Number</u>	<u>Registration/(Application) Date</u>
CVP	Coltec Industrial Products LLC	3,675,283	9/1/2009
FLUR-O-FRAN	Coltec Industrial Products LLC	807,815	5/3/1966
FRANCE	Coltec Industrial Products LLC	662,591	6/3/1958
NEOMAG	Coltec Industrial Products LLC	3,675,282	9/1/2009
PLASTI-THREAD	Coltec Industrial Products LLC	769,027	5/5/1964
PLASTOLON	Coltec Industrial Products LLC	3,042,223	1/10/2006
PLAST-O-LON	Coltec Industrial Products LLC	930,297	3/7/1972
POPR	Coltec Industrial Products LLC	3,738,330	1/12/2010
PREMIER	Coltec Industrial Products LLC	1,980,786	6/18/1996
PRIME-ETCH	Coltec Industrial Products LLC	3,277,482	8/7/2007
PRO FLO	Coltec Industrial Products LLC	3,781,132	4/27/2010
PRO-GRESS	Coltec Industrial Products LLC	1,579,869	1/30/1990
PROTECTING COMPRESSORS WORLD WIDE	Coltec Industrial Products LLC	3,773,979	4/13/2010
PROTECTING COMPRESSORS WORLD WIDE	Coltec Industrial Products LLC	3,779,958	4/27/2010
XDC	Coltec Industrial Products LLC	3,682,107	9/15/2009
ALCO	Coltec Industries Inc	578,534	8/11/1953
ALCO	Coltec Industries Inc	573,224	4/14/1953
AMICON	Coltec Industries Inc	3,355,162	12/18/2007

Trademark	Owner Name	Registration/(Application) Number	Registration/(Application) Date
AMICON PLASTICS	Coltec Industries Inc	3,355,163	12/18/2007
CHEMISEAL	Coltec Industries Inc	439,630	7/6/1948
ENVIRO DESIGN	Coltec Industries Inc	1,896,777	5/30/1995
FAIRBANKS-MORSE	Coltec Industries Inc	1,297,387	9/25/1984
PLASTOMER TECHNOLOGIES	Coltec Industries Inc	3,475,201	7/29/2008
RELIC WRAP	Coltec Industries Inc	3,708,465	11/10/2009
SOLAR THREAD	Coltec Industries Inc	3,674,805	8/25/2009
TEXOLON	Coltec Industries Inc	3,287,867	9/7/2007
PIKOTEK	Corrosion Control Corporation	1,868,276	12/20/1994
DX	GGB, Inc.	1,711,161	9/1/1992
DX10 WITH DURASTRONG TECHNOLOGY & Design	GGB, Inc.	3,616,793	5/5/2009
GGB	GGB, Inc.	3,634,366	6/9/2009
HI-EX	GGB, Inc.	1,727,003	10/27/1992
A HIGHER STANDARD OF PERFORMANCE	Stemco LP	2,216,106	1/5/1999
AIRBAT	Stemco LP	3377995	2/5/2008
BAT RF	Stemco LP	3,054,033	1/31/2006
CREST XL	Stemco LP	3,897,802	12/28/2010
DATATRAC	Stemco LP	2,754,422	8/19/2003
DISCOVER	Stemco LP	2332418	3/21/2000
ENDEAVOR	Stemco LP	3,759,220	3/9/2010
GRIT GUARD	Stemco LP	1,034,829	3/2/1976
GUARDIAN	Stemco LP	884,653	1/20/1970
GUARDIAN	Stemco LP	1,120,036	6/12/1979
GUARDIAN HP	Stemco LP	2,282,686	10/5/1999
HANDBAT	Stemco LP	3377998	2/5/2008
HORIZON SP	Stemco LP	3,838,970	8/24/2010
HUBODOMETER	Stemco LP	2,272,084	8/24/1999
PRO-TORQ	Stemco LP	1,044,631	7/27/1976
SENTINEL	Stemco LP	2,214,200	12/29/1998
SENTINEL ESP	Stemco LP	2,554,894	4/2/2002
STEMCO	Stemco LP	788,516	4/20/1965
STEMCO	Stemco LP	1016820	7/29/1975

<u>Trademark</u>	<u>Owner Name</u>	<u>Registration/(Application) Number</u>	<u>Registration/(Application) Date</u>
STEMCO ESP	Stemco LP	2,606,528	8/13/2002
TOTAL QUALITY MAINTENANCE	Stemco LP	2,521,359	12/18/2001
TRACBAT	Stemco LP	3378000	2/5/2008
ULTRA PEAK	Stemco LP	3,836,046	8/17/2010
VISTA HP	Stemco LP	3,901,389	1/4/2011
VOYAGER	Stemco LP	2,267,694	8/3/1999
WEBBAT	Stemco LP	3,651,761	7/7/2009

SCHEDULE B

TO

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Dated March 31, 2011

TRADEMARK LICENSES

1. License Agreement, dated January 9, 1995, between MAN B&W Diesel Aktiengesellschaft and Coltec Industries Inc regarding MAN B&W 4-stroke Diesel and dual fuel engines.
2. License Agreement, dated April 20, 1983, between Societe D'Etudes De Machines Thermiques and Colt Industries Operating Corp, Fairbanks Morse Engine Division regarding Type "PC" SEMT-PIELSTICK Engines.

EXHIBIT A

FORM OF ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of \_\_\_\_\_, 20\_\_ by and between [ ] ("Assignor"), in favor of **BANK OF AMERICA, N.A.**, having an office at [-----] as collateral and administrative agent (together with its successors in such capacity, "Assignee") for the Secured Parties (as defined in the Agreement (defined below)).

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Second Amended and Restated Trademark Security Agreement dated March \_\_, 2011, made by Assignor and the other debtors named therein to Assignee (the "Agreement") providing that under certain conditions specified therein Assignor shall execute this Assignment; and

WHEREAS, the aforementioned conditions have been fulfilled;

NOW THEREFORE, Assignor hereby agrees as follows:

1. Assignment of Trademarks. Assignor hereby grants to Assignee for the benefit of the Secured Parties Assignor's entire right, title and interest in and to (a) all of Assignor's U.S. registered trademarks, U.S. trademark registrations U.S. tradenames and U.S. trademark applications, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding to such U.S. registered trademarks, U.S. trademark registrations U.S. tradenames and U.S. trademark applications throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a) are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), (b) the goodwill of Assignor's business connected with and symbolized by the Trademarks, (c) any and all rights now owned or hereafter acquired by Assignor under any written agreement granting any exclusive right to use any other Person's U.S. registered trademarks or U.S. trademark applications (the "Trademark Licenses"), including those listed on Schedule B attached hereto and made a part hereof, to the extent permitted thereunder, and (d) all accessions to, substitutions for, and replacements, products and proceeds of any of the foregoing. The Trademarks, Trademark Licenses and such goodwill and other collateral described above are collectively referred to herein as the "Collateral".

2. Representations and Warranties. Assignor represents and warrants that it has the full right and power to make the assignment of the Collateral made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Collateral, except as permitted by the Agreement or the Loan Agreement (as defined in the Agreement).

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.



4. Binding Effect: Governing Law. This Assignment shall be binding upon Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the Collateral or any part thereof, be governed by and construed in accordance with the internal (as opposed to the conflict of laws provisions) and decisions laws of the State of North Carolina.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date first above written.

\_\_\_\_\_  
as Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE A

<u>Trademarks</u>	Trademark Registration Number or Application <u>Serial Number</u>	Registration or <u>Filing Date</u>
-------------------	---	---------------------------------------

SCHEDULE B

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement