

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colfax Corporation		01/13/2012	CORPORATION: DELAWARE
Constellation Pumps Corporation		01/13/2012	CORPORATION: DELAWARE
Fairmount Automation, Inc.		01/13/2012	CORPORATION: PENNSYLVANIA
Imo Industries Inc.		01/13/2012	CORPORATION: DELAWARE
Total Lubrication Management Company		01/13/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3648112	COLFAX	
Registration Number:	3338139	COLFAX BUSINESS SYSTEM	
Registration Number:	2548685	ZEDRIVE	
Registration Number:	0674143	ZENITH	
Registration Number:	2738875	FAIRMOUNT AUTOMATION	
Registration Number:	2882104	CHAMELEON	
Registration Number:	1111207	GTS	
Registration Number:	3823919	GTS	
Registration Number:	1188384	CIG	
Registration Number:	1852254	I-MAG	

Registration Number:	1958259	IMO
Registration Number:	2609560	QUICKSERVE
Registration Number:	2151729	LSC
Registration Number:	2318427	LUBRIMATE
Registration Number:	1267700	LUBRIMIST
Registration Number:	1927962	THERMOJET
Registration Number:	3475415	THERMOJET
Serial Number:	85358274	MISTLOCK
Serial Number:	85358283	TOTAL LUBRICATION MANAGEMENT
Registration Number:	1133502	ZENITH

CORRESPONDENCE DATA

Fax Number: (650)213-8158

Phone: 6502130300

Email: cishihara@whitecase.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1111779-2220
NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	01/18/2012

Total Attachments: 22

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of January 13, 2012 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Deutsche Bank AG New York Branch, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement).

WHEREAS, Colfax Corporation, a corporation organized under the laws of Delaware, as the US Borrower, Colfax UK Holdings Ltd, a company organized under the laws of England and Wales, as the European Borrower, and the subsidiaries of Colfax Corporation listed on the signature pages thereto as guarantors, have entered into a Credit Agreement dated as of September 12, 2011 (as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), with Deutsche Bank AG New York Branch, as Administrative Agent, the Lender Parties thereto from time to time (as defined therein) and the other parties thereto. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

WHEREAS, the US Borrower, the European Borrower, and the Grantors identified therein have entered into the Letter of Credit Facility Agreement, dated as of January 13, 2012, with HSBC Bank USA, National Association, as L/C Issuer (said agreement, together with the HSBC letter of credit facility represented by (A) that certain amended and restated line letter agreement dated, as of January 13, 2012, among the US Borrower, the European Borrower and HSBC, (B) the related Amended and Restated Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower, the European Borrower and HSBC and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing, in each case, as each such document is amended, restated, supplemented or otherwise modified, Refinanced or replaced from time to time, being the “Initial Additional First Lien L/C Agreement I”).

WHEREAS, the US Borrower, the European Borrower, and the Guarantors identified therein have entered into a guarantee and standby letter of credit facility with Barclays Bank PLC as described in (A) the Guarantee and Standby Letter of Credit Facility Letter, dated as of January 13, 2012, among the US Borrower, the European Borrower and Barclays, (B) the Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower, the European Borrower, the Guarantors party thereto and Barclays and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may hereafter be amended, restated, supplemented, Refinanced and/or otherwise modified from time to time, being the “Initial Additional First Lien L/C Agreement II”).

WHEREAS, the US Borrower, the European Borrower and the Guarantors identified therein have entered into an amended and restated bank guarantee and standby letter of credit facility with DNB Bank ASA (f/k/a DnB NOR Bank ASA) as described in (A) the Amended and Restated Bank Guarantee and Standby Letter of Credit Facility Letter dated as of January 13, 2012, among the US Borrower, the European Borrower and DNB, (B) the Amended

and Restated Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower, the European Borrower, the Guarantors party thereto and DNB, and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may hereafter be amended, restated, supplemented, Refinanced and/or otherwise modified from time to time, being the “Initial Additional First Lien L/C Agreement III”).

WHEREAS, the US Borrower, the European Borrower and the Grantors identified therein have entered into a guarantee and letter of credit facility with The Bank of Nova Scotia as described in (A) the Guarantee and Letter of Credit Facility Letter dated as of January 13, 2012, among the US Borrower, the European Borrower and Scotiabank, (B) the Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower, the European Borrower, the Guarantors party thereto and Scotiabank, and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may hereafter be amended, restated, supplemented, Refinanced and/or otherwise modified from time to time, being the “Initial Additional First Lien L/C Agreement IV”).

WHEREAS, as a condition precedent to the making of Credit Extensions by the Lender Parties under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the Secured Cash Management Agreements by the Cash Management Banks from time to time, to the issuance, extension or amendment of letters of credit from time to time under the Additional First Lien L/C Documents and the entry into the Additional First Lien L/C Documents by the applicable parties thereto from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of January 13, 2012 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement) a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark and servicemark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States

intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages, injunctive, or other equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement) of such Grantor.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COLFAX CORPORATION, as GRANTOR

By: C. Brannon
Name:
Title:

Address for Notices:
8170 Maple Lawn Blvd., Suite 180
Fulton, MD 20759

CONSTELLATION PUMPS CORPORATION, as
GRANTOR

By: C. Brannon
Name:
Title:

Address for Notices:
4621-4625 West Chester Pike
Newtown Square, PA 19073

FAIRMOUNT AUTOMATION, INC., as GRANTOR

By: C. Brannon
Name:
Title:

Address for Notices:
3525 Quaker Bridge Road, Suite 912
Hamilton, NJ 08619

IMO INDUSTRIES INC., as GRANTOR

By: C. Brannon
Name:
Title:


Address for Notices:
8170 Maple Lawn Blvd., Suite 180
Fulton, MD 20759

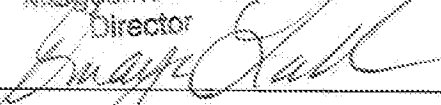
TOTAL LUBRICATION MANAGEMENT
COMPANY, as GRANTOR

By: C. Brannon
Name:
Title:

Accepted and Agreed to:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Title: Margherita Simon

By: 
Title: Omayra Laucella
Vice President

Schedule A Intellectual Property Security Agreement - Patents and Patent Applications

ISSUING JURISDICTION (COUNTRY)	TITLE	OWNER/INVT. ASSIGNED	TYPE	PAT. REG. NUMBER	GRANT/REG. DATE	APPLICATION NUMBER	DATE FILED
United States of America	COMPLIANT VICOUS SEAL FOR FLUID TRANSFER DEVICE	Constellation Pumps Corporation	Patent			60/483,570	6/27/2003
United States of America	PUMP MOUNT USING SANITARY FLANGE CAP	Constellation Pumps Corporation	Patent			60/348,079	1/10/2002
United States of America	FLUID TRANSFER MACHINE WITH DRIVE SHAFT LUBRICATIONI AND COOLING	Constellation Pumps Corporation	Patent			60/298,301	6/14/2001
United States of America	VOLUMETRIC TEST STAND CYLINDER MONITOR/CONTROLLER	Constellation Pumps Corporation	Patent			60/084,126	5/4/1998
United States of America	EXTERNAL GEAR PUMP WITH DRIVE GEAR SEAL	Constellation Pumps Corporation	Patent			60/085,116	5/12/1998
United States of America	RECIRCULATING FLOW PATH FOR GEAR PUMP	Constellation Pumps Corporation	Patent			60/113,436	12/23/1998
United States of America	VENTILATED PUMP SHAFT SEAL	Constellation Pumps Corporation	Patent			60/401,294	8/5/2002
Germany	FLUID TRANSFER MACHINE WITH DRIVE SHAFT LUBRICATIONI AND COOLING	Constellation Pumps Corporation	Patent	60208979	2/1/2006	2254183.3	6/14/2002
European Patent Office	FLUID TRANSFER MACHINE WITH DRIVE SHAFT LUBRICATIONI AND COOLING	Constellation Pumps Corporation	Patent	1267078	2/1/2006	2254183.3	6/14/2002
France	FLUID TRANSFER MACHINE WITH DRIVE SHAFT LUBRICATIONI AND COOLING	Constellation Pumps Corporation	Patent	1267078	2/1/2006	2254183.3	6/14/2002
United Kingdom	FLUID TRANSFER MACHINE WITH DRIVE SHAFT LUBRICATIONI AND COOLING	Constellation Pumps Corporation	Patent	1267078	2/1/2006	2254183.3	6/14/2002
United States of America	COMPLIANT VISCOUS SEAL FOR FLUID TRANSFER DEVICE	Constellation Pumps Corporation	Patent	7,278,840	10/9/2007	10/878,756	6/28/2004

European Patent Office	COMPLIANT VISCOUS SEAL FOR FLUID TRANSFER DEVICE	Constellation Pumps Corporation	Patent			4253818.1	6/25/2004
United States of America	PUMP MOUNT USING SANITARY FLANGE CAP	Constellation Pumps Corporation	Patent	6,764,284	7/20/2004	10/325,610	12/19/2002
United States of America	FLUID TRANSFER MACHINE WITH DRIVE SHAFT LUBRICATION AND COOLING	Constellation Pumps Corporation	Patent	6,685,453	2/3/2004	10/160,835	5/31/2002
United States of America	VOLUMETRIC TEST STAND CYLINDER MONITOR/CONTROLLER	Constellation Pumps Corporation	Patent	6,318,167	11/20/2001	09/305,267	5/4/1999
United States of America	EXTERNAL GEAR PUMP WITH DRIVE GEAR SEAL	Constellation Pumps Corporation	Patent	6,171,089	1/9/2001	09/286,963	4/6/1999
United States of America	RECIRCULATING FLOW PATH FOR GEAR PUMP	Constellation Pumps Corporation	Patent	6,135,741	10/24/2000	09/354,259	7/15/1999
United States of America	VENTILATED PUMP SHAFT SEAL	Constellation Pumps Corporation	Patent			10/626,962	7/25/2003
United States of America	METHOD OF REDUCING SYSTEM PRESSURE PULSATION FOR POSITIVE DISPLACEMENT PUMPS	IMO Industries, Inc.	Patent			60/268,110	2/9/2001
United States of America	SYSTEM FOR MONITORING PUMP SEAL LEAKAGE	IMO Industries, Inc.	Patent			61/510,296	7/21/2011
United States of America	INTERSTAGE LIQUID/GAS PHASE DETECTOR	IMO Industries, Inc.	Patent	5,601,414	2/11/1997	08/533,302	9/25/1995
Canada	PUMP PROTECTION SYSTEM WITH AN INTERSTAGE LIQUID/GAS PHASE DETECTOR	IMO Industries, Inc.	Patent	2,183,303	12/4/2001	2,183,303	8/14/1996
United States of America	COMPOSITE BARRIER CAN FOR A MAGNETIC COUPLING	IMO Industries, Inc.	Patent	5,763,973	6/9/1998	08/739,803	10/30/1996
United States of America	COMPOSITE BARRIER CAN FOR A MAGNETIC COUPLING	IMO Industries, Inc.	Patent	6,039,827	3/21/2000	08/984,942	12/4/1997
United States of America	LASER HARDENING OF SCREW FORMS	IMO Industries, Inc.	Patent	6,013,140	1/11/2000	08/901,552	7/28/1997
United States of America	METHOD OF REDUCING SYSTEM PRESSURE PULSATION FOR POSITIVE DISPLACEMENT PUMPS	IMO Industries, Inc.	Patent	6,623,262	9/23/2003	10/072,228	2/8/2002

United States of America	SCREW SPINDLE PUMP WITH A REDUCED PUSLATION EFFECT	IMO Industries, Inc.	Patent	5,123,821	6/23/1992	07/617,678	11/26/1990
United States of America	SCREW SPINDLE PUMP WITH A REDUCED PUSLATION EFFECT	IMO Industries, Inc.	Patent			90/009,116	4/18/2008
United States of America	Cavitation Monitor and System Therefore	IMO Industries, Inc.	Patent				
United States of America	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			61/046,549	4/21/2008
United States of America	LIQUID DECONTAMINATION METHOD	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	5,403,475	4/4/1995	08/007,676	1/22/1993
Canada	LIQUID DECONTAMINATION METHOD	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	2,149,428	1/12/1999	2,149,428	1/21/1994
Mexico	LIQUID DECONTAMINATION METHOD	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	188275	3/16/1998	940560	1/21/1994
PCT	LIQUID DECONTAMINATION METHOD	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			PCT/US1994/000883	1/21/1994
United States of America	LIQUID DECONTAMINATION METHOD	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	5,423,979	6/13/1995	08/318,988	10/6/1994

United States of America	LUBRICATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	5,125,480	6/30/1992	07/624,995	12/10/1990
Canada	LUBRICATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	2,052,665	7/30/2002	2,052,665	10/2/1991
Mexico	LUBRICATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	174295	5/3/1994	91-0256	11/14/1991
United States of America	LUBRICATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	5,318,152	6/7/1994	08/010,887	1/29/1993
Canada	LUBRICATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	2,113,610	8/13/2002	2,113,610	1/17/1994
Germany	LUBRICATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	69413433	9/23/1998	94300468.9	1/21/1994
European Patent Office	LUBRICATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	614038	9/23/1998	94300468.9	1/21/1994
Netherlands	LUBRICATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	614038	9/23/1998	94300468.9	1/21/1994

United Kingdom	LUBRICATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	614038	9/23/1998	94300468.9	1/21/1994
Mexico	LUBRICATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	187272	12/2/1997	94-0736	1/28/1994
United States of America	LUBRICATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	RE35,842	7/14/1998	08/643,477	5/6/1996
United States of America	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			12/452,133	12/16/2009
United Arab Emirates	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			P752/2010	9/22/2008
Argentina	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			80105004	11/18/2008
Brazil	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			PI0814792-2	9/22/2008

Chile	A SELF-ALIGNING BEARING AND SEAL ASSEMBLY INCLUDING A BEARING HOUSING, A PIVOT ASSEMBLY HAVING A BEARING HOLDER, AND A PLURALITY OF SEALS, WHEREIN THE PIVOT ASSEMBLY IS CONFIGURED TO RECEIVE AND MAINTAIN A ROTATABLE SHAFT; AND SELF-ALIGNING BEARING AND SEAL SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			2008-2902	9/29/2008
China	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			2.0088E+11	12/25/2009
Gulf Cooperation Council	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			2008/12036	10/28/2008
India	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			2387/MUMNP/2009	12/23/2009
Iraq	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			247/2008	10/8/2008
Republic of Korea	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			10-2010-7000119	9/22/2008

Mexico	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			MX/a/2009/013 037	11/30/2009
PCT	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			PCT/US2008/077 156	9/22/2008
Pakistan	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			1279/2008	10/28/2008
Singapore	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			200906488-2	9/22/2008
Thailand	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			801005474	10/24/2008
Taiwan R.O.C.	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent		10/31/2011	97140580	10/23/2008
Venezuela	SELF ALIGNING BEARING AND SEAL ASSEMBLY	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent			2008-002213	10/27/2008
United States of America	OIL MIST GAUGE	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	5,948,968	9/7/1999	09/100,983	6/22/1998

United States of America	LUBRICATION SYSTEM DEMISTING APPARATUS	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	5,718,744	2/17/1998	08/596,713	2/5/1996
United States of America	OIL MIST GENERATING SYSTEM	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Patent	6,290,024	9/18/2001	09/518,631	3/3/2000

Schedule B Intellectual Property Security Agreement - Trademark/Service Mark Registrations and Applications

ISSUING JURISDICTION (COUNTRY)	TITLE	OWNER/ENTITY ASSOCIATE	TYPE	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
United States of America	COLFAX - wordmark	Colfax Corporation	Trademark	77/187,081	5/22/2007	3648112	6/30/2009
United States of America	COLFAX BUSINESS SYSTEM - wordmark	Colfax Corporation	Trademark	77/056,394	12/4/2006	3338139	11/20/2007
United States of America	ZeDRIVE - wordmark	Constellation Pumps Corporation	Trademark	75/495,484	6/3/1998	2548685	3/19/2002
United States of America	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	72/052,994	6/5/1958	674143	2/17/1959
Argentina	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	1329488	4/26/1982	1747827	8/6/1999
Argentina	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	2720210	12/19/2006		
Australia	ZENITH - wordmark	Constellation Pumps Corporation	Trademark				
Brazil	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	828863946	11/10/2006	828863946	9/8/2009
Canada	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	1,319,657	11/11/2006	734643	2/17/2009
China	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	28880	8/9/1985	254218	6/30/1986
China	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	28881	8/9/1985	286166	5/10/1987
Germany	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	302010062144.3/07	10/22/2010	3.0201E+11	6/30/2011
European Union	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	9914722	4/21/2011		
United Kingdom	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	2435753	10/11/2006	2435753	10/11/2006
Indonesia	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	D00.2011.015673	4/21/2011		
India	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	1497887	10/19/2006		
Mexico	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	210306	8/31/1994	667636	6/28/2000
Singapore	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	T1105282F	10/22/2010		
Thailand	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	803432	4/21/2011		

Turkey	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	2011/32998	4/20/2011		
Taiwan R.O.C.	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	(93)54373	8/23/1994	683870	7/16/1995
United States of America	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	73/186,595	9/22/1978	1133502	4/22/1980
Vietnam	ZENITH - wordmark	Constellation Pumps Corporation	Trademark	4-2011-07563	4/25/2011		
United States of America	FAIRMOUNT AUTOMATION - word mark	Fairmont Automation, Inc.	Trademark	78/042,202	1/8/2001	2738875	7/15/2003
United States of America	CHAMELEON - word mark	Fairmont Automation, Inc.	Trademark	76/169,258	11/21/2000	2882104	9/7/2004
United States of America	GTS - word mark	IMO Industries, Inc.	Trademark	73/135,945	8/1/1977	1111207	1/16/1979
United States of America	GTS - word mark	IMO Industries, Inc.	Trademark	77/772,284	7/1/2009	3823919	7/27/2010
United States of America	CIG - wordmark	IMO Industries, Inc.	Trademark	73/266,481	6/16/1980	1188384	2/2/1982
Canada	CIG - wordmark	IMO Industries, Inc.	Trademark	460,931	11/3/1980	263826	10/30/1981
United States of America	I-MAG - wordmark	IMO Industries, Inc.	Trademark	74/385,497	5/3/1993	1852254	9/6/1994
United States of America	IMO - wordmark	IMO Industries, Inc.	Trademark	74/473,808	12/22/1993	1958259	2/27/1996
Argentina	IMO - wordmark	IMO Industries, Inc.	Trademark	2795658	1/2/2008	2266297	1/6/2009
Australia	IMO - wordmark	IMO Industries, Inc.	Trademark	69209	11/4/1936	69209	11/4/1936
Brazil	IMO - wordmark	IMO Industries, Inc.	Trademark	829489657	12/6/2007		
Chile	IMO - wordmark	IMO Industries, Inc.	Trademark	754823	12/11/2006	791322	7/3/2007
Colombia	IMO - wordmark	IMO Industries, Inc.	Trademark	T2006/102.209	10/10/2006	335203	5/31/2007
Ecuador	IMO - wordmark	IMO Industries, Inc.	Trademark	181892	3/20/2007	805507	10/11/2007
Spain	IMO - wordmark	IMO Industries, Inc.	Trademark	181692		181692	1/10/1947
Spain	IMO - wordmark	IMO Industries, Inc.	Trademark	1646273/4	7/3/1991	16462734	9/6/1993
United Kingdom	IMO - wordmark	IMO Industries, Inc.	Trademark	528833	1/22/1932	528833	1/22/1932
United Kingdom	IMO - wordmark	IMO Industries, Inc.	Trademark	639894	9/7/1945	639894	9/7/1945
Guatemala	IMO - wordmark	IMO Industries, Inc.	Trademark	2006-9112	10/28/2006	151874	9/17/2007
Italy	IMO - wordmark	IMO Industries, Inc.	Trademark	RM2009C007081	12/6/1989	876411	11/16/1992
Mexico	IMO - wordmark	IMO Industries, Inc.	Trademark	500938	10/16/1936	36917	4/17/1937
Mexico	IMO - wordmark	IMO Industries, Inc.	Trademark	1226119	11/8/2011		
Mexico	IMO Pump & Design	IMO Industries, Inc.	Trademark	1226122	11/8/2011		
Peru	IMO - wordmark	IMO Industries, Inc.	Trademark	293891	10/11/2006	124666	2/14/2007
Venezuela	IMO - wordmark	IMO Industries, Inc.	Trademark	27788-2006	11/28/2006		
United States of America	QUICKSERVE - wordmark	IMO Industries, Inc.	Trademark	76/298,886	8/14/2001	2609560	8/20/2002

United States of America	LSC - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	75/107,052	5/20/1996	2151729	4/21/1998
Canada	LSC - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	1,370,522	11/2/2007	731808	1/6/2009
United Kingdom	LSC - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	2471241	11/2/2007	2471241	11/2/2007
India	LSC - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	2057764	11/23/2010		
Mexico	LSC - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	893816	11/5/2007	1054076	8/13/2008
Mexico	LSC - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	893817	11/5/2007	1054077	8/13/2008
Saudi Arabia	LSC - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	123268	11/4/2007	104268	2/18/2009
Saudi Arabia	LSC - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	123269	11/4/2007	103922	2/18/2009

Taiwan R.O.C.	LSC - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	96033971	7/18/2007	1329861	9/16/2008
China	LSC - logo	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	5709250	11/8/2006	5709250	10/7/2009
United States of America	LUBRIMATE - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	75/562,665	9/21/1998	2318427	2/15/2000
United States of America	LUBRIMIST - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	73/355,339	3/17/1982	1267700	2/21/1984
Canada	LUBRIMIST - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	1,374,667	12/4/2007	737853	4/9/2009
China	LUBRIMIST - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	5408071	6/6/2006	5408071	10/7/2009
United Kingdom	LUBRIMIST - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	2474053	12/4/2007	2474053	12/4/2007
India	LUBRIMIST - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	2057763	11/23/2010		

Mexico	LUBRIMIST - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	232258	5/19/1995	495914	6/28/1995
Saudi Arabia	LUBRIMIST - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	124602	12/5/2007	104722	2/18/2009
United States of America	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	74/585,457	10/13/1994	1927962	10/17/1995
Canada	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	1,374,560	12/4/2007	759800	2/18/2010
China	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	960063485	5/28/1996	1066390	7/28/1997
Germany	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	395167698	4/19/1995	395167698	6/5/1996
United Kingdom	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	2069660	4/24/1996	2069660	4/24/1996
Israel	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	104141	3/20/1996	104141	3/20/1996

India	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	2057762	11/23/2010		
Mexico	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	229931	4/19/1995	492209	5/22/1995
Saudi Arabia	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	34900	7/16/1996	40404	7/17/1996
Thailand	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	310573	6/17/1996	61275	6/17/1996
United States of America	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	77/318,949	11/1/2007	3475415	7/29/2008
Venezuela	THERMOJET - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	9074-96	6/13/1996	P243791	6/28/2002
Kuwait	THERMOJET - design	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	34068	7/23/1996	31178	7/23/1996
United States of America	Mistlock - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	85/358,274	6/28/2011		

Argentina	Mistlock - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark				
Bahrain	Mistlock - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	90126	12/27/2011		
Brazil	Mistlock - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark				
Canada	Mistlock - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark				
European Union	Mistlock - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark				
Israel	Mistlock - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark		12/21/2011		
Mexico	Mistlock - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark				
Saudi Arabia	Mistlock - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark				

Thailand	Mistlock - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	831093	12/28/2011		
United States of America	TOTAL LUBRICATION MANAGEMENT - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	85/358,283	6/28/2011		
Argentina	TOTAL LUBRICATION MANAGEMENT - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark				
Brazil	TOTAL LUBRICATION MANAGEMENT - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark				
Canada	TOTAL LUBRICATION MANAGEMENT - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark		12/21/2011		
International Bureau (WIPO)	TOTAL LUBRICATION MANAGEMENT - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark		12/20/2011		
Mexico	TOTAL LUBRICATION MANAGEMENT - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark				
Saudi Arabia	TOTAL LUBRICATION MANAGEMENT - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark				

Thailand	TOTAL LUBRICATION MANAGEMENT - wordmark	Total Lubrication Management Company (previously Lubrication Systems Company of Texas, LLC)	Trademark	831094	12/28/2011		
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