

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
High Pressure Equipment Company LLC		06/29/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0706605	HIP	
Registration Number:	2593925	HIP	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Winston & Strawn / Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 2:	Suite 3900		
Address Line 4:	San Francisco, CALIFORNIA 94111-5894		
ATTORNEY DOCKET NUMBER:	006737.00150		
NAME OF SUBMITTER:	Becky L. Troutman		

CH \$65.00 0706605

Signature:	/Becky L. Troutman/
Date:	06/29/2012
Total Attachments: 5 source=HPE-Madison-Security Agreement#page1.tif source=HPE-Madison-Security Agreement#page2.tif source=HPE-Madison-Security Agreement#page3.tif source=HPE-Madison-Security Agreement#page4.tif source=HPE-Madison-Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

June 29, 2012

WHEREAS, High Pressure Equipment Company LLC, a Delaware limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent, Grantor has granted to Agent for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted to Agent pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control. The terms of this Trademark Security Agreement shall be coterminous with the Collateral Agreement.

The Grantor authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by the Agent.

This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

HIGH PRESSURE EQUIPMENT COMPANY LLC

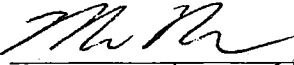
By: Robert A. Fogelson
Name: Robert A. Fogelson
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004812 FRAME: 0250

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name: *Michael Nativ*
Title: *Vice President*

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
"HIP" word mark for goods in International Classes 006, 009 and 011, registered on July 16, 2002, in the name of the Company as the owner	2593925	July 16, 2002
"HIP" word mark with design for goods in International Classes 006, 007, 008, 009, 011, 012, 016, 021 and 028, registered on November 1, 1960, in the name of "High Pressure Equipment Company, Inc." as the owner	0706605	November 1, 1960