

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	US Intellectual Property Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Howden Group Limited		07/10/2012	CORPORATION: UNITED KINGDOM
ESAB AB		07/10/2012	COMPANY: SWEDEN
AlcoTec Wire Corporation		07/10/2012	CORPORATION: DELAWARE
Colfax Corporation		07/10/2012	CORPORATION: DELAWARE
Constellation Pumps Corporation		07/10/2012	CORPORATION: DELAWARE
Imo Industries, Inc.		07/10/2012	CORPORATION: DELAWARE
The ESAB Group		07/10/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1872226	H
Registration Number:	1867998	HOWDEN
Registration Number:	2839668	HOWDEN
Registration Number:	1904097	ESAB
Serial Number:	85594144	COLFAX
Serial Number:	85599481	SOLUTIONS THAT MAKE THE WORLD WORK
Registration Number:	1003388	ESAB S

CORRESPONDENCE DATA

900228216

TRADEMARK
 REEL: 004820 FRAME: 0515

CH \$190.00 1872226

Fax Number: 6502138158

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

Phone: 650-213-0300

Email: cishihara@whitecase.com

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:	07/13/2012

Total Attachments: 8

source=US IP Security Agreement Supplement (UK, Sweden)#page1.tif

source=US IP Security Agreement Supplement (UK, Sweden)#page2.tif

source=US IP Security Agreement Supplement (UK, Sweden)#page3.tif

source=US IP Security Agreement Supplement (UK, Sweden)#page4.tif

source=US IP Security Agreement Supplement (UK, Sweden)#page5.tif

source=US IP Security Agreement Supplement (UK, Sweden)#page6.tif

source=US IP Security Agreement Supplement (UK, Sweden)#page7.tif

source=US IP Security Agreement Supplement (UK, Sweden)#page8.tif

US INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This US INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “US IP Security Agreement Supplement”) dated as of July 10, 2012, is made by Howden Group Limited, a corporation organized under the laws of England and Wales (the “UK Grantor”), ESAB AB, a company incorporated under the laws of Sweden, AlcoTec Wire Corporation, a Delaware corporation (“AlcoTec”), Colfax Corporation, a Delaware corporation (“Colfax”), Constellation Pumps Corporation, a Delaware corporation (“CPC”), Imo Industries, Inc., a Delaware corporation (“Imo”) and The ESAB Group, Inc., a Delaware corporation (“ESAB Group”, together with AlcoTec, Colfax, CPC and Imo, each a “US Grantor” and, together with the UK Grantor and the Swedish Grantor, the “Grantors”, each of the Grantors, a “Grantor”) in favor of Deutsche Bank AG New York, 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, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Deutsche Bank AG New York Branch, as Administrative Agent, the Lender Parties party 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 Grantors 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, pursuant to the Credit Agreement and the Additional First Lien L/C Documents (as defined in the Security Agreement), the US Grantors and certain other Persons have executed and delivered that certain Security Agreement dated January 13, 2012 made by the US Grantors and such other Persons to the Collateral Agent, as supplemented by that certain Security Agreement Supplement, dated as of April 30, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated as of January 13, 2012, as supplemented by that certain Intellectual Property Security Agreement Supplement, dated as of April 30, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, pursuant to the Credit Agreement and the Additional First Lien L/C Documents, the UK Grantor and certain other Persons have executed and delivered that certain Debenture dated April 30, 2012 made by the UK Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Debenture").

WHEREAS, pursuant to the Credit Agreement and the Additional First Lien L/C Documents, the Swedish Grantor has executed and delivered that certain Pledge Agreement dated June 29, 2012 made by the Swedish Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge Agreement").

WHEREAS, under the terms of each of the Security Agreement, the Debenture and the Pledge Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in the Additional Collateral (as defined in Section 1 below) of such Grantor and has agreed as a condition thereof to execute this US IP Security Agreement Supplement 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, the Grantors agree 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 "Additional 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) 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) all 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 foregoing or arising from any of the foregoing.

Section 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Section 3. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this US IP Security Agreement Supplement secures the payment of all Secured Obligations (as defined in the Security Agreement) of such Grantor.

Section 4. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this US IP Security Agreement Supplement.

Section 5. Grants, Rights and Remedies. This US IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do 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 Additional 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 US IP Security Agreement Supplement 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 US IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

8170 Maple Lawn Blvd., Suite 180
Fulton, MD 20759

HOWDEN GROUP LIMITED

By: [Signature]
Name: Mark Paul Lehman
Title: Attorney

Address for Notices:

8170 Maple Lawn Blvd., Suite 180
Fulton, MD 20759

ESAB AB

By: [Signature]
Name: Mark Paul Lehman
Title: Attorney

Address for Notices:

8170 Maple Lawn Blvd., Suite 180
Fulton, MD 20759

ALCOTEC WIRE CORPORATION

By: [Signature]
Name: Mark Paul Lehman
Title: Vice President

Address for Notices:

8170 Maple Lawn Blvd., Suite 180
Fulton, MD 20759

IMO INDUSTRIES, INC.

By: [Signature]
Name: Mark Paul Lehman
Title: Assistant Secretary

Address for Notices:

8170 Maple Lawn Blvd., Suite 180
Fulton, MD 20759

THE ESAB GROUP, INC.

By: [Signature]
Name: Mark Paul Lehman
Title: Vice President

Address for Notices:

8170 Maple Lawn Blvd., Suite 180
Fulton, MD 20759

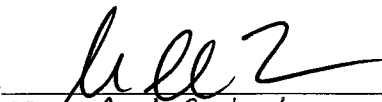
CONSTELLATION PUMPS CORPORATION

By: [Signature]
Name: Mark Paul Lehman

Title: Assistant Secretary

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


COLFAX CORPORATION

By: 
Name: Mark Paul Lehman
Title: Vice President

Accepted and Agreed to:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent



By: 
Marguerite Sutton
Title: Director

By: 
Title: Courtney E. Meehan
Vice President

SCHEDULE A

GRANTOR	PATENT TITLE	APPLICATION NO	FILING DATE
AlcoTec Wire Corporation	Assembly for Assisting the Removal from Storage and Transfer of Wire	12/931,007	1/21/2011
AlcoTec Wire Corporation	Wire Handling Facilitator	13/371,662	2/13/2012
IMO Industries, Inc.	SYSTEM FOR MONITORING PUMP LINING WEAR	13/432,563	3/28/2012
IMO Industries, Inc.	CAVITATION MONITOR	13/432,625	3/28/2012
The ESAB Group, Inc.	Universal Head-Mix Swirl Injector for Gas Torch	61/646,450	5/14/2012
Constellation Pumps Corporation	Asymmetrical Dual Bearing	61/618,218	3/30/2012

SCHEDULE B

<u>Grantor</u>	<u>Mark</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Howden Group Limited		1872226	January 10, 1995
Howden Group Limited		3418598	April 29, 2008
Howden Group Limited	HOWDEN	1867998	December 20, 1994
Howden Group Limited	HOWDEN	3409403	April 8, 2008
Howden Group Limited	HOWDEN	2839668	May 11, 2004
Howden Group Limited	HOWDEN	79094420	January 14, 2011
ESAB Aktiebolag Corporation	ESAB S	1003388	January 28, 1975
ESAB Aktiebolag Corporation	ESAB	1904097	July 11, 1995
ESAB AB Joint Stock Company	ESAB	3903247	January 11, 2011
Colfax Corporation	COLFAX - wordmark	85/594,144	4/10/2012
Colfax Corporation	Solutions that make the world work	85/599,481	4/12/2012