

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Howden American Fan Company		01/28/2014	COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85598768	AMERICAN FAN COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212 819-8200		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent & Trademark Dept.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-2220		
NAME OF SUBMITTER:	Matthew Campion		
Signature:	/Matthew Campion/		

OP \$40.00 85598768

Date:

02/25/2014

**Total Attachments: 9**

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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 28, 2014 is made by Howden American Fan Company (the “Grantor”) 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 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 (as defined below).

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 the Grantors identified therein have executed and delivered that certain Security Agreement dated as of January 13, 2012 made by the Grantors (as defined therein) to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor has executed and delivered to the Collateral Agent a US Security Agreement Supplement on the date hereof, pursuant to which the Grantor has, among other things, become a party to the Security Agreement as a “Grantor” thereunder.

WHEREAS, under the terms of the Security Agreement, the 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, among other property, certain intellectual property of the Grantor, and has 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, the Grantor agrees as follows:

Section 1. Grant of Security. The 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 service mark 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 the 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 the Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement) of the Grantor.

Section 3. Recordation. The 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.

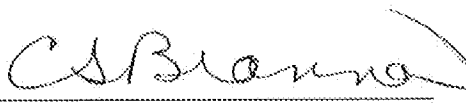
Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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, the 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.

HOWDEN AMERICAN FAN COMPANY

By: 

Name: C. Scott Brannan

Title: Chief Financial Officer, Senior Vice  
President and Treasurer

Address for Notices:

c/o Colfax Corporation  
8170 Maple Lawn Blvd. Suite 180  
Fulton, MD 20759  
Attn: General Counsel

Accepted and Agreed to:

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Collateral Agent

By: Peter Cucchiara

Title: Peter Cucchiara  
Vice President

By: Kirk L. Tashjian

Title: Kirk L. Tashjian  
Vice President

*Signature Page to IP Security Agreement (Howden American Fan Company)*



**Patents and Patent Applications**

None.

**Schedule B****Trademark/Service Mark Registrations and Applications**

Trademark	Jurisdiction	Owner	Application Number	Application Date	Registration Number	Registration Date	Class	Next Renewal Due
American Fan Company	US	Howden American Fan Company	85598768	4/16/2012	4409487	10/1/2013	11	10/1/2023
American Fan Company	CTM	Howden American Fan Company	002684348	5/3/2002	002684348	1/14/2004	6, 9, 11	5/3/2022

**Copyright Registrations, Applications and Exclusive Licenses**

None.