

03-17-2004



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Tab settings

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Deutsche Bank Trust Company Americas

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

Execution date: February 5, 2004

2. Name and address of receiving party(ies):

Name: Tweco Products, Inc.

Internal

Address:

Street Address: 16052 Swingley Ridge Rd., #300

City: Chesterfield State: MO Zip: 63017

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/204774 and others on attached schedule

Additional number(s) attached

B. Trademark Registration No.(s) 2297376, 2309749, 2146702, 2052443, 2035531, 2015776, 2075157, 2164332 and others on attached schedule

☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathon Blum

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 200 Crescent Court, Suite 300

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 49

7. Total fee (37 CFR 3.41): \$ 1240.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Eremitaggio

Name of Person Signing

Signature

March 11, 2004

Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/16/2004 6TOM11 00000075 230800 78204774

01 FC:8521 40.00 DA
02 FC:8522 1200.00 DA

TWECO PRODUCTS, INC.

Mark	Serial No.	Registration No.	Registration Date	Reel	Frame
FABGUN	78-204,774			2663	0972
TWECO ROBOTICS	75-391,926	2,297,376	December 7, 1999	2663	0972
WS	75-386,652	2,309,749	January 18, 2000	2663	0972
X-TEND-A-LENS	75-101,786	2,146,702	March 24, 1998	2663	0972
SLICE	75-074,913	2,052,443	April 15, 1997	2663	0972
QRC	75-065,130	2,035,531	February 4, 1997	2663	0972
QTR	75-038,639	2,015,776	November 12, 1996	2663	0972
ROBO-REAM	75-037,500	2,075,157	July 1, 1997	2663	0972
DESIGN ONLY	75-010,607	2,164,332	June 9, 1998	2663	0972
SEA DRAGON	74-725,026	2,053,531	April 15, 1997	2663	0972
WELDSKILL	74-427,685	1,844,242	July 12, 1994	2663	0972
SMOKE MASTER	74-347,200	1,825,781	March 8, 1994	2663	0972
ELIMINATOR	74-239,783	1,790,954	August 31, 1993	2663	0972
MINI-MIG-GUN	73-644,618	1,490,857	June 7, 1988	2663	0972
K4000	73-634,934	1,474,783	February 2, 1988	2663	0972
ANGLE-ARC	73-634,933	1,477,455	February 23, 1988	2663	0972
SEA-JET	73-634,930	1,469,648	December 22, 1987	2663	0972
DESIGN ONLY	73-577,192	1,422,612	December 30, 1986	2663	0972
DESIGN ONLY	73-529,480	1,396,534	June 10, 1986	2663	0972
DESIGN ONLY	73-529,479	1,396,533	June 10, 1986	2663	0972
DESIGN ONLY	73-529,442	1,396,532	June 10, 1986	2663	0972
DESIGN ONLY	73-529,441	1,397,451	June 17, 1986	2663	0972
SLICE	73-527,620	1,419,571	December 2, 1986	2663	0972
T	73-481,275	1,338,889	June 4, 1985	2663	0972
SUPRA-MIG-GUN	73-401,590	1,291,943	August 28, 1984	2663	0972
SEA-STINGER	73-358,931	1,229,479	March 8, 1983	2663	0972
TITAN	73-334,347	1,250,161	September 6, 1983	2663	0972
SEA TORCH	73-334,345	1,222,445	January 4, 1983	2663	0972
TRI-ARC	73-283,505	1,184,570	January 5, 1982	2663	0972
DESIGN ONLY	73-258,555	1,179,927	December 1, 1981	2663	0972
TUFF COTE	73-258,554	1,210,297	September 28, 1982	2663	0972
ARC WATER	73-258,538	1,189,814	February 16, 1982	2663	0972
ARCWATER	73-258,537	1,190,507	February 23, 1982	2663	0972
TUFF COTE	73-258,531	1,187,455	January 26, 1982	2663	0972
CABLEHOZ	73-192,149	1,145,417	January 6, 1981	2663	0972
ARCAIR-MATIC	73-121,940	1,097,276	July 25, 1978	2663	0972
SEA-PAK	73-070,789	1,114,820	March 13, 1979	2663	0972
JETRODS	73-033,961	1,035,669	March 16, 1976	2663	0972
ALCLEAN	72-442,815	971,130	October 23, 1973	2663	0972
PROTEX	72-442,813	983,115	May 7, 1974	2663	0972
ARCAIR	72-440,402	1,006,539	March 11, 1975	2663	0972
SEACUT	72-386,973	947,251	November 14, 1972	2663	0972
SEA-WELD	72-386,972	946,333	October 31, 1972	2663	0972
SEA WELD	72-386,971	947,595	November 21, 1972	2663	0972
SEA-CUT	72-386,970	947,250	November 14, 1972	2663	0972
CLIMBER	72-357,576	918,492	August 17, 1971	2663	0972
ARCAIR	71-627,372	573,756	April 28, 1953	2663	0972
TWEGOTONG	71-590,723	545,201	July 17, 1951	2663	0972
TWECO	71-590,722	545,200	July 17, 1951	2663	0972

SCHEDULE 1**TRADEMARKS**

<u>Company</u>	<u>Reel Number</u>	<u>Frame Number</u>
Thermadyne Holdings Corporation	2664 2695	0014 0479
Thermadyne Industries, Inc.	2663	0785
C & G Systems, Inc.	2663	0966
Tweco Products, Inc.	2663	0972
Victor Equipment Company	2664	0907
Stoody Company	2665	0698
Thermal Arc, Inc.	2760	0424
Thermal Dynamics Corporation	2664	0284

PATENTS

<u>Company</u>	<u>Reel Number</u>	<u>Frame Number</u>
Stoody Company	013699	0043
Victor Equipment Company	013699	0048
Tweco Products, Inc.	013699	0054
Thermal Dynamics Corporation	013699	0038

INTELLECTUAL PROPERTY TERMINATION AND RELEASE

THIS INTELLECTUAL PROPERTY TERMINATION AND RELEASE (this "Agreement") dated as of February 5, 2004, is made among THERMADYNE HOLDINGS CORPORATION, a Delaware corporation (the "Borrower"), certain affiliates of the Borrower signatory hereto (the "Guarantors"), the lenders (the "Lenders") party to the Credit Agreement (as defined below) from time to time and DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent and collateral agent for the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in the Credit Agreement.

RECITALS

A. WHEREAS, the Borrower, the Guarantors, the Lenders and the Administrative Agent entered into a Credit and Guaranty Agreement dated as of May 23, 2003 (the "Credit Agreement"), wherein the Lenders agreed, among other things, to provide term loans to the Borrower;

B. WHEREAS, in connection with the Credit Agreement, to secure the repayment of the debt, obligations and liabilities (collectively, the "Obligations") of the Borrower to the Administrative Agent, the Borrower entered into a Security Agreement dated as of May 23, 2003 (the "Security Agreement"), whereby the Borrower and the other Guarantors granted to the Administrative Agent a security interest in certain of its assets;

C. WHEREAS, in order to evidence the pledge and the grant of a security interest under the Security Agreement, the Borrower and certain Guarantors caused the due execution and delivery of, inter alia, certain Trademark Security Agreements and Patent Security Agreements, each dated as of May 23, 2003, and each such agreement was subsequently filed in the United States Patent and Trademark Office (the "USPTO");

D. WHEREAS, the each of the Trademark Security Agreements and Patent Security Agreements were recorded with the USPTO at the Reel and Frame numbers listed on Schedule 1 attached hereto in respect of the Trademarks (as defined below) and the Patents (as defined below), respectively;

E. WHEREAS, (i) the Loans have been paid and performed in full and (ii) all other non-contingent Obligations under the Credit Agreement and the other Loan Documents have been discharged and terminated, and in consideration thereof, the Borrower requested, and the Administrative Agent, on behalf of the Lenders, agreed, pursuant to that certain Letter Agreement dated as of February 5, 2004 from the Administrative Agent to the Borrower, to terminate and release all liens and security interests in the assets of the Borrower and any other Guarantor which were granted to the Administrative Agent, as security for the Obligations, to deliver UCC-3 termination statements, and to otherwise grant a general release and termination in any and all other

obligations arising under the Credit Agreement and the other Loan Documents and all documents and agreements delivered pursuant thereto in connection therewith;

E. WHEREAS, in order to evidence the release of the lien on and security interest in those certain trademarks described on Exhibit A hereto (collectively, the "Trademarks") to the extent applicable, the Borrower and each Guarantor has requested, and the Administrative Agent, on behalf of the Lenders, has agreed to execute and deliver this Agreement;

F. WHEREAS, in order to evidence the release of the lien on and security interest in those certain patents described on Exhibit B hereto (collectively, the "Patents") to the extent applicable, the Borrower and each Guarantor has requested, and the Administrative Agent, on behalf of the Lenders, has agreed to execute and deliver this Agreement; and

G. WHEREAS, in order to evidence the release of the lien on and security interest in those certain copyrights described on Exhibit C hereto (collectively, the "Copyrights") to the extent applicable, the Borrower and each Guarantor has requested, and the Administrative Agent, on behalf of the Lenders, has agreed to execute and deliver this Agreement.

NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, the Borrower, each Guarantor and the Administrative Agent hereby agree as follows:

SECTION 1. Termination, Release and Discharge.

(a) The Administrative Agent hereby acknowledges that the Borrower and each other Guarantor has satisfied in full any and all of its respective Obligations under the Credit Agreement and the other Loan Documents and the Administrative Agent hereby acknowledges and agrees that the Obligations of the Borrower and each other Guarantor under the Credit Agreement and the other Loan Documents are discharged in full and the Borrower and each other Guarantor has satisfied and is discharged without recourse, representation or warranty from any and all of its respective obligations and liabilities under the Credit Agreement and the other Loan Documents and all documents and agreements delivered pursuant thereto or in connection therewith, except any thereof that are stated to survive the repayment of the Loans or the termination of the Credit Agreement or any provision thereof.

(b) The Administrative Agent agrees to terminate and release all security interests granted to or held by the Administrative Agent in the Trademarks, Patents and Copyrights as security for the Obligations under the Credit Agreement and the other Loan Documents. The Administrative Agent agrees that each of the Trademarks, Patents and Copyrights securing the Obligations is released and discharged (without recourse, representation or warranty) from the security interests granted pursuant to the Loan Documents automatically and without further action by the Administrative Agent and the

Administrative Agent will forthwith terminate any security interests granted in connection therewith.

SECTION 3. Representation and Warranty of Administrative Agent. The Administrative Agent represents and warrants that it has the authority to execute and deliver this Agreement.

SECTION 4. Effectiveness. This Agreement becomes effective when all parties hereto have executed and delivered a counterpart hereof (including by way of facsimile transmission).

SECTION 5. Further Assurances. The Administrative Agent reaffirms and agrees that it shall, from time to time, at the expense of the Borrower, execute, acknowledge and deliver to the Borrower and its successors or assigns such instruments, agreements, and other documents as the Borrower or its successors or assigns shall reasonably request in order to further evidence the releases and discharges described in Section 1 above.

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

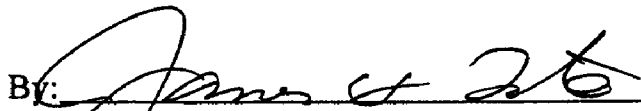
SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same document.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

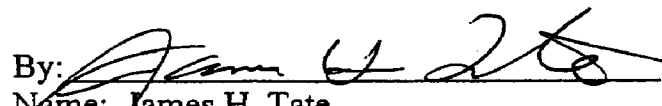
BORROWER

THERMADYNE HOLDINGS CORPORATION

By: 
Name: James H. Tate
Title: Senior Vice President

GUARANTORS

**THERMAL DYNAMICS CORPORATION
TWECO PRODUCTS, INC.
VICTOR EQUIPMENT COMPANY
C&G SYSTEMS, INC.
STOODY COMPANY
THERMAL ARC, INC.
THERMADYNE INTERNATIONAL CORP.
PROTIP CORPORATION
THERMADYNE INDUSTRIES, INC.
THERMADYNE RECEIVABLES, INC.
MECO HOLDING COMPANY
C&G SYSTEMS HOLDING, INC.
THERMADYNE CYLINDER CO.**

By: 
Name: James H. Tate
Title: Senior Vice President

[SIGNATURE PAGE TO IP TERMINATION AND RELEASE]

ADMINISTRATIVE AGENT

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent**

By: Hugo Gindiaux
Name: HUGO GINDIAUX
Title: VICE PRESIDENT

[SIGNATURE PAGE TO IP TERMINATION AND RELEASE]