

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
Pacific Consolidated Industries LLC		04/27/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	8300 Greensboro Drive		
Internal Address:	Mezzanine Level, Attn: Jessica L. Tencza		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2732728	NITROGENIE	
CORRESPONDENCE DATA			
Fax Number:	(443)263-4108		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	410-230-7108		
Email:	dksawyer@ober.com		
Correspondent Name:	Dana K. Sawyer, Paralegal		
Address Line 1:	120 E. Baltimore Street		
Address Line 2:	Ober Kaler		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	009229/000048 DKS		
NAME OF SUBMITTER:	E. Scott Johnson		
Signature:	/E. Scott Johnson - dks/		

CH \$40.00 2732728

Date:

05/02/2007

Total Attachments: 10

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**OMNIBUS AMENDMENT AND CONFIRMATION
OF COLLATERAL SECURITY DOCUMENTS**

THIS OMNIBUS AMENDMENT AND CONFIRMATION OF COLLATERAL SECURITY DOCUMENTS ("Amendment") is dated as of April 27, 2007, and is by and between PACIFIC CONSOLIDATED INDUSTRIES LLC, a Delaware limited liability company (the "Borrower"), PACIFIC CONSOLIDATED HOLDINGS, LLC, a Delaware limited liability company ("Holdings") PCI CANADA HOLDINGS INC., a Delaware corporation ("Canada Holdings") and BANK OF AMERICA, N.A., a national banking association (the "Lender").

RECITALS:

A. Pursuant to that certain Credit Agreement dated as of November 4, 2003, by and between the Borrower and the Lender, as amended by that certain First Amendment to Credit Agreement dated as of November 23, 2004, that certain Second Amendment to Credit Agreement effective as of March 31, 2005, that certain Third Amendment to Credit Agreement effective as of October 31, 2005, that certain Fourth Amendment to Credit Agreement dated as of October 30, 2006, and that certain Fifth Amendment to Credit Agreement dated January 26, 2007 (as amended, the "Original Credit Agreement"), the Lender agreed to make various credit facilities available to the Borrower (the "Domestic Credit Facilities").

B. The Borrower has asked the Lender to amend and restate the Original Credit Agreement in order to establish (i) a \$6,000,000 revolving credit facility and (ii) a \$1,000,000 term loan facility, and the Borrower and Lender have agreed to do so, subject to the terms and conditions of that certain Amended and Restated Credit Agreement of even date herewith (as the same may from time to time be amended, restated, extended, refinanced, replaced, supplemented or otherwise modified, the "Credit Agreement"). In addition, the Borrower has asked the Lender to establish and maintain after the date hereof an Export-Import Bank of the United States-guaranteed revolving credit facility in the aggregate principal amount of \$3,000,000 at any time outstanding (the "EXIMBANK Guaranteed Financing"), pursuant to the EXIMBANK Financing Documents, including without limitation the Export Credit Agreement. The Lender has agreed to make such credit facilities available to the Borrower, subject to the Borrower's execution of this Amendment, among other things. Defined terms not otherwise defined herein shall have the meaning ascribed to them in the Credit Agreement.

C. Collateral security for the repayment of the Borrower's obligations under the documents evidencing the Domestic Credit Facilities is provided by, among other things, the liens and security interests provided by (i) that certain Pledge and Security Agreement, dated November 4, 2003 (as amended, the "Pledge and Security Agreement") made by the Borrower in favor of the Lender; (ii) that certain Security Agreement, dated January 26, 2007 (as amended the "Canada Holdings Security Agreement"); (iii) that certain Trademark Security Agreement dated November 4, 2003 and recorded with the United States Patent and Trademark Office ("USPTO") on November 17, 2003 at Reel 002865, frame 0859 (as amended, the "Trademark Security Agreement"); (iv) that certain Patent Security Agreement dated November 4, 2003 and recorded with the USPTO on November 17, 2003 at Reel 014692, frame 0839 (as amended, the "Patent Security Agreement");

and (v) that certain Membership Interests Pledge Agreement, dated November 4, 2003 executed by Holdings in favor of the Lender (as amended, the "Holdings Pledge Agreement").

D. By this Amendment, the parties intend to evidence their intention that the Pledge and Security Agreement, the Canada Holdings Security Agreement, the Trademark Security Agreement, the Patent Security Agreement and the Holdings Pledge Agreement (collectively, the "Security Agreements") provide collateral security for the repayment of the EXIMBANK Guaranteed Financing as well.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

AGREEMENTS:

1. Amendments. The Security Agreements are, effective as of the date hereof, hereby amended as follows:

(a) Amendment to Pledge and Security Agreement.

(i) All references to the "Credit Agreement" set forth in the Pledge and Security Agreement shall be deemed to be a collective reference to both the Credit Agreement and the Export Credit Agreement. To the extent that a specific provision is referenced in either or both, this collective reference is intended to refer to the analogous provision in the other, if applicable.

(ii) The following definitions set forth in *Section 1.1* of the Pledge and Security Agreement, shall be replaced in their entirety by the following definitions:

"Closing Date" means April 27, 2007"

"Obligations" means both (i) the "Obligations," as such term is defined in the Credit Agreement, and the obligations, indebtedness and liabilities of Debtor under this Agreement and any other Financing Document to which Debtor may be a party and (ii) the obligations of the Debtor under the EXIMBANK Financing Documents, as such term is defined in the Credit Agreement."

(iii) *Subsection 2.1(k)* of the Pledge and Security Agreement shall be amended by adding the following language at the end thereof:

“, subject to the limitations set forth in the Credit Agreement.”

(b) Amendment to Canada Holdings Security Agreement.

(i) All references to the "Credit Agreement" set forth in the Canada Holdings Security Agreement shall be deemed to be a collective reference to both the Credit Agreement and the Export Credit Agreement. To the extent that a specific provision is referenced in either or both, this collective reference is intended to refer to the analogous provision in the other, if applicable.

(ii) *Section 2* of the Canada Holdings Security Agreement shall be replaced in its entirety by the following new Section 2:

“2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of the Pledgor to the Bank. Each party obligated under any Indebtedness is referred to in this Agreement as a “Debtor.” “Indebtedness” means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor or any one or more of them to the Bank, whether voluntary or involuntary, whether due or not due, arising in connection with the Continuing and Unconditional Guaranty from the Pledgor in favor of the Bank, as the same may from time to time be amended, restated, extended, refinanced, replaced, supplemented or otherwise modified.”

(iii) The reference to the Subordination and Intercreditor Agreement set forth in *Section 3(d)* of the Canada Holdings Security Agreement shall be amended to refer to the Subordination and Intercreditor Agreement dated as of April 27, 2007, among the Borrower, the Bank and the Mezzanine Lenders, as amended from time to time.

(c) Amendment to Trademark Security Agreement.

(i) All references to the “Financing Documents” set forth in the Trademark Security Agreement shall be deemed to be a collective reference to both the Loan Documents and the EXIMBANK Financing Documents. To the extent that a specific provision is referenced in either or both, this collective reference is intended to refer to the analogous provision in the other, if applicable.

(ii) *Section 1* of the Trademark Security Agreement shall be replaced in its entirety by the following new Section 1:

“1. Grant of Security Interest. To secure the complete and timely payment and performance of (i) all of its Obligations under the Credit Agreement and the other Financing Documents and (ii) all of its obligations under the EXIMBANK Financing Documents, the obligations referred to in the foregoing clauses (i) and (ii) shall hereinafter be referred to as the “Obligations,” Assignor, to the extent of its interest therein, hereby grants, assigns, conveys and pledges to Assignee a continuing, first priority security interest in and to all trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames owned, held or claimed by Assignor, all of which are listed in Schedule A hereto (as the same may be amended from time to time pursuant hereto), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by them corresponding thereto throughout the world (all of the foregoing are collectively called the “Marks”), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.”

(d) Amendment to Patent Security Agreement.

(i) All references to the "Financing Documents" set forth in the Patent Security Agreement shall be deemed to be a collective reference to both the Loan Documents and the EXIMBANK Financing Documents. To the extent that a specific provision is referenced in either or both, this collective reference is intended to refer to the analogous provision in the other, if applicable.

(ii) *Section 1* of the Patent Security Agreement shall be replaced in its entirety by the following new Section 1:

"1. Grant of Security Interest. To secure the complete and timely payment and performance of all of its Obligations under (i) the Credit Agreement and other Financing Documents and (ii) all of its obligations under the EXIMBANK Financing Documents, the obligations referred to in the foregoing clauses (i) and (ii) shall hereinafter be referred to as the "Obligations," Assignor, to the extent of its interest therein, hereby grants, assigns, conveys and pledges to Assignee, a continuing, first priority security interest in and to all patent applications and patents owned, held or claimed by Assignor, all of which are listed in Schedule A hereto (as the same may be amended from time to time pursuant hereto) (collectively called the "Patents"), including, without limitation, all rights owned by it corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part and all proceeds thereof, including, without limitation, any claim by Assignor against third parties for past, present or future infringements or dilution of any Patent."

(c) Amendment to Holdings Pledge Agreement.

(i) All references to the "Financing Documents" set forth in the Holdings Pledge Agreement shall be deemed to be a collective reference to both the Loan Documents and the EXIMBANK Financing Documents. To the extent that a specific provision is referenced in either or both, this collective reference is intended to refer to the analogous provision in the other, if applicable.

(ii) All references to the "Credit Agreement" set forth in the Holdings Pledge Agreement shall be deemed to be a collective reference to both the Credit Agreement and the Export Credit Agreement. To the extent that a specific provision is referenced in either or both, this collective reference is intended to refer to the analogous provision in the other, if applicable.

(iii) The following definition set forth in *Section 1.1* of the Holdings Pledge Agreement shall be replaced in its entirety by the following new definition:

"Obligations" means all past, present and future indebtedness, liabilities, and obligations of the Company or any other Person to the Lender of any kind, nature or description whatsoever arising under, as a result of, pursuant to, and/or in connection with, the provisions of this Agreement, the Credit Agreement and/or any of the other Financing Documents, including, without limitation, the indebtedness evidenced by the Guaranty and any and all renewals, extensions, and rearrangements thereof."

(f) Amendments to the Schedules. Certain of the *Schedules* to the Security Agreements shall be supplemented by the Supplemental Schedules attached as Exhibit "A" hereto and incorporated by reference herein.

2. Security Agreements Remain in Effect; No Waiver. All other terms and provisions of the Security Agreements shall remain unchanged and in full force and effect and are hereby ratified and confirmed. No waiver by the Lender of any Default or Event of Default shall be deemed to be a waiver of any other Default or Event of Default. No delay or omission by the Lender in exercising any power, right or remedy shall impair such power, right or remedy or be construed as a waiver thereof or an acquiescence therein, and no single, periodic or partial exercise of any such power, right or remedy shall preclude other or further exercise thereof or the exercise of any other power, right or remedy under the Security Agreements, applicable law or otherwise.

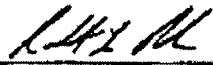
3. Counterparts. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart.

4. Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Lender, any successor to the Lender, specifically including EXIMBANK, the Borrower and any other Loan Parties and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers effective as of the day and year first above written.

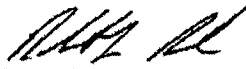
PACIFIC CONSOLIDATED INDUSTRIES LLC

By:  (SEAL)
Robert L. Ruck
President


PACIFIC CONSOLIDATED HOLDINGS LLC

By:  (SEAL)
Robert L. Ruck
President

PCI CANADA HOLDINGS, INC.

By:  (SEAL)
Robert L. Ruck
President

BANK OF AMERICA, N.A.,
A national banking association

By:  (SEAL)
Name: Jessica L. Tencza
Title: Vice President

(Omnibus Amendment and Confirmation of Collateral Security Documents Signature Page)

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers effective as of the day and year first above written.

PACIFIC CONSOLIDATED INDUSTRIES LLC

By: _____ (SEAL)
Robert L. Ruck
President

PACIFIC CONSOLIDATED HOLDINGS LLC

By: _____ (SEAL)
Robert L. Ruck
President

PCI CANADA HOLDINGS, INC.

By: _____ (SEAL)
Robert L. Ruck
President

BANK OF AMERICA, N.A.,
A national banking association

By: Jessica L. Tencza (SEAL)
Name: Jessica L. Tencza
Title: Vice President

Patents

ISSUED PATENTS

Title	Owner	Country	Application No.	Filing Date	Patent Number	Issue Date
High Speed Pressure Swing Adsorption Liquid Oxygen/Liquid Nitrogen Generating Plant	Pacific Consolidated Industries LLC	US	07/425,363	10/19/89	4,957,523	09/18/90
Three-Bed Nonimmobilized Rapid Pressure-Swing Adsorber	Pacific Consolidated Industries LLC	US	08/738,054	10/25/96	5,661,987	09/02/97
Nitrogen Generator	Pacific Consolidated Industries LLC	US	10/637,399*	08/08/03	6,910,350	06/28/05
Apparatus For Delivering Pressurized Fluid	Pacific Consolidated Industries LLC	US	10/439,368	05/16/03	7,028,553	04/18/06

* These applications claim priority to and include all of the subject matter disclosed in United States Provisional Application No. 60/402,878, filed August 8, 2002.

** The full listing of all designated countries is as follows: United Arab Emirates, Antigua and Barbuda, Albania, Armenia, Austria, Australia, Azerbaijan, Bosnia and Herzegovina, Barbados, Bulgaria, Brazil, Belarus, Belize, Canada, Switzerland/Liechtenstein, China, Colombia Costa Rica, Cuba, Czech Republic, Germany, Denmark, Dominica, Algeria, Ecuador, Estonia, Spain, Finland, United Kingdom, Grenada, Georgia, Ghana, Gambia, Croatia, Hungary, Indonesia, Israel, India, Iceland, Japan, Kenya, Kyrgyzstan, Democratic People's Republic of Korea, Republic of Korea, Kazakhstan, Saint Lucia, Sri Lanka, Liberia, Lesotho, Lithuania, Luxembourg, Latvia, Morocco, Republic of Moldova, Madagascar, the former Yugoslav Republic of Macedonia, Mongolia, Malawi, Mexico,

PENDING PATENT APPLICATIONS

Title	Owner	Country	Application No.	Filing Date
Apparatus For Delivering Pressurized Fluid	Pacific Consolidated Industries LLC	US	11/406,078	04/18/06
Method and System For Producing Inert Gas From Combustion By-Products	Pacific Consolidated Industries LLC	US	11/085,285	03/21/05
Method and System For Producing Inert Gas From Combustion By-Products	Pacific Consolidated Industries LLC	US	11/243,840	10/05/05
Method and System For Producing Inert Gas From Combustion By-Products	Pacific Consolidated Industries LLC	US	11/477,732	06/29/06
Method and System For Producing Inert Gas From Combustion By-Products	Pacific Consolidated Industries LLC	BR	PI0504986-5	03/22/05
Method and System For Producing Inert Gas From Combustion By-Products	Pacific Consolidated Industries LLC	CA	2502051	03/23/05
Method and System For Producing Inert Gas From Combustion By-Products	Pacific Consolidated Industries LLC	EP	05102292.9	03/22/05
Method and System For Producing Inert Gas From Combustion By-Products	Pacific Consolidated Industries LLC	MX	JL/a/2005/000013	03/28/05
Mobile Nitrogen Generation Device	Pacific Consolidated Industries LLC	US	11/489,698	07/19/06
Mobile Nitrogen Generation Device	Pacific Consolidated Industries LLC	US	11/683,407	03/07/07
Mobile Nitrogen Generation Device	Pacific Consolidated Industries LLC	US	60/812,843	06/12/06
Mobile Nitrogen Generation Device	Pacific Consolidated Industries LLC	WO	PCT/US2006/027963**	07/19/06

Schedule A to
Trademark Security Agreement

Trademarks

Mark	Owner	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
NITROGENIE	Pacific Consolidated Industries LLC	US	Registered	76/140,738	10/04/00	2732728	07/01/03

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