

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Victor Equipment Company		08/14/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	260 Peachtree Street, N.E.
Internal Address:	Suite 1800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Collateral Agent: UNITED STATES

PROPERTY NUMBERS Total: 114

Property Type	Number	Word Mark
Registration Number:	2309749	WS
Registration Number:	1557769	ADVANTAGE HF
Registration Number:	0971130	ALCLEAN
Registration Number:	1477455	ANGLE-ARC
Registration Number:	3253337	ARC MASTER
Registration Number:	1189814	ARC WATER
Registration Number:	1006539	ARCAIR
Registration Number:	0573756	ARCAIR
Registration Number:	1097276	ARCAIR-MATIC
Registration Number:	1190507	ARCWATER
Registration Number:	3424597	AUTOCRAFT
Registration Number:	1145417	CABLEHOZ
Registration Number:	1338889	T

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Registration Number:	0918492	CLIMBER
Registration Number:	2403293	CONTRACTOR PLUS
Registration Number:	0692021	CUTMASTER
Registration Number:	2422160	DRAGSTER
Registration Number:	1790954	ELIMINATOR
Registration Number:	1796291	EXCEL-ARC
Registration Number:	2465943	EXPLORER
Registration Number:	2849208	EXTREME
Registration Number:	2844036	FABGUN
Registration Number:	1558889	FABRICATOR
Registration Number:	1667523	FABSTAR
Registration Number:	1328067	FIREPOWER
Registration Number:	1732576	FLAMEBUSTER
Registration Number:	2592178	GOT POWER?
Registration Number:	2233442	HEFTY
Registration Number:	1035669	JETRODS
Registration Number:	1078304	JOURNEYMAN
Registration Number:	1474783	K4000
Registration Number:	3577013	KNUCKLEHEAD
Registration Number:	0221149	MECO
Registration Number:	1882724	MEDALIST
Registration Number:	1147547	MEGA-ARC
Registration Number:	1179927	
Registration Number:	1925253	METALCRAFT
Registration Number:	1633054	METALCRAFT
Registration Number:	2771056	METALPOWER
Registration Number:	1490857	MINI-MIG-GUN
Registration Number:	1309710	
Registration Number:	1429036	
Registration Number:	1414725	
Registration Number:	1394663	
Registration Number:	1396488	
Registration Number:	2240388	O2N DEMAND
Registration Number:	1092715	PERFORMER
Registration Number:	2233443	PORTA-FEED

Registration Number:	2394247	POWERMASTER
Registration Number:	2211717	POWER-PLUS
Registration Number:	1917159	PRO LINE
Registration Number:	2204380	PRO-LITE
Registration Number:	0983115	PROTEX
Registration Number:	2192711	P-WEE
Registration Number:	2035531	QRC
Registration Number:	2015776	QTR
Registration Number:	2798775	RAIDER
Registration Number:	2989159	ROBO-REAM
Registration Number:	2322198	SCOUT
Registration Number:	0947251	SEACUT
Registration Number:	2053531	SEA DRAGON
Registration Number:	2164332	
Registration Number:	1469648	SEA-JET
Registration Number:	1222445	SEA TORCH
Registration Number:	0947595	SEA WELD
Registration Number:	0947250	SEA-CUT
Registration Number:	1114820	SEA-PAK
Registration Number:	1229479	SEA-STINGER
Registration Number:	0946333	SEA-WELD
Registration Number:	1419571	SLICE
Registration Number:	2052443	SLICE
Registration Number:	2434602	SLIMLITE
Registration Number:	2265811	SMART LOGIC
Registration Number:	1825781	SMOKE MASTER
Registration Number:	1392154	SOF-FLAME
Registration Number:	3070666	SPITFIRE
Registration Number:	3008820	SPRAY MASTER
Registration Number:	1077305	SUPERRANGE
Registration Number:	1291943	SUPRA-MIG-GUN
Registration Number:	1429039	THERMAL ARC
Registration Number:	0799830	THERMAL ARC
Registration Number:	1250161	TITAN
Registration Number:	1538954	TOTE-L-PACK

Registration Number:	1184570	TRI-ARC
Registration Number:	0745463	TRIPL-FLINT-LOK
Registration Number:	1210297	TUFF COTE
Registration Number:	1187455	TUFF COTE
Registration Number:	3118068	TURBOGAS
Registration Number:	2457844	TURBOSKILL
Registration Number:	1410139	TURBOTORCH
Registration Number:	0876047	TURBOTORCH
Registration Number:	1250971	TURBOTOTE
Registration Number:	0545200	TWECO
Registration Number:	2297376	TWECO ROBOTICS
Registration Number:	0545201	TWECOTONG
Registration Number:	2196871	ULTIMA
Registration Number:	2092110	ULTRAFEED
Registration Number:	0896882	VICTOR
Registration Number:	0220890	VICTOR
Registration Number:	3020161	VICTOR MEDICAL
Registration Number:	1396533	
Registration Number:	1396532	
Registration Number:	1396534	
Registration Number:	1397451	
Registration Number:	1422612	
Registration Number:	1844242	WELDSKILL
Registration Number:	2217888	XL
Serial Number:	77405212	AIRCUT
Serial Number:	77223576	FTT
Serial Number:	77261444	PULSEMASTER
Serial Number:	77223559	SMARTLOGIC
Serial Number:	77223569	SMARTMIG
Serial Number:	77364036	
Serial Number:	77320282	THERMAL ARC

CORRESPONDENCE DATA

Fax Number: (312)862-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 004052 FRAME: 0141

Phone: 212-446-4800
Email: christine.casey@kirkland.com, hayley.smith@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022-4611

ATTORNEY DOCKET NUMBER:	35238-23
NAME OF SUBMITTER:	Edward Sadtler
Signature:	/Edward Sadtler/
Date:	08/28/2009

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2009, by VICTOR EQUIPMENT COMPANY, a Delaware corporation ("Grantor"), in favor of REGIONS BANK, in its capacity as Collateral Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain 2009 Amended and Restated Second Lien Credit Agreement dated as of August 14, 2009 by and among Grantor, the other Persons named therein as Borrowers, Collateral Agent and the Persons signatory thereto from time to time as Lenders and Guarantors (including all exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have duly executed and be a party to that certain Security Agreement, dated as of July 29, 2004, by and among the Grantor, the Borrowers, the Guarantors under the Credit Agreement, and Collateral Agent (as successor in interest to Credit Suisse (formerly known as Credit Suisse First Boston), pursuant to that certain Successor Second Lien Agent Agreement, dated as of August 14, 2009 by and among Collateral Agent, as Successor Agent (as defined therein), Credit Suisse, as Existing Agent (as defined therein), the Credit Parties and the Lenders) (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and such Security Agreement remains in full force and effect as of the A&R Effective Date, for the benefit of the Collateral Agent and the ratable benefit of Lenders; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent any and all instruments and documents and take such further action as Collateral Agent may deem reasonably necessary to obtain the full benefits of the Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1.01 of the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing security interest in and mortgage on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses together with all prints and labels on which said Trademarks have appeared or appear, designs and general

intangibles of like nature, now existing or hereinafter adopted or acquired and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any states thereof, or any other country or subdivision thereof, to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Trademark Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Collateral Agent, electronic means, all of which shall be equally valid.

[signature page follows]

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

VICTOR EQUIPMENT COMPANY

By: Steven A. Scitum
Name: STEVEN A SCITUM
Title: EVP - CFO

ACCEPTED AND ACKNOWLEDGED BY:

REGIONS BANK,
as Collateral Agent

By: _____
Name:
Title:


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

VICTOR EQUIPMENT COMPANY

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

REGIONS BANK,
as Collateral Agent

By:  _____
Name: **ERIC J. KNOLL**
Title: **VICE PRESIDENT**

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
"WS" and Design	75/386652	2309749	Registered	United States of America	18-Jan-2000	18-Jan-2010
ADVANTAGE HF	73/774020	1557769	Registered	United States of America	26-Sep-1989	26-Sep-2009
AIRCUT	77/405212		Pending	United States of America		
ALCLEAN	72/442815	971130	Registered	United States of America	23-Oct-1973	23-Oct-2013
ANGLE-ARC	73/634933	1477455	Registered	United States of America	23-Feb-1988	23-Feb-2018
ARC MASTER	78/850264	3253337	Registered	United States of America	19-Jun-2007	19-Jun-2017
ARC WATER and Design	73/258538	1189814	Registered	United States of America	16-Feb-1982	16-Feb-2012
ARCAIR	72/440402	1006539	Registered	United States of America	11-Mar-1975	11-Mar-2015
ARCAIR (Stylized)	71/627372	573756	Registered	United States of America	28-Apr-1953	23-Apr-2013
ARCAIR-MATIC	73/121940	1097276	Registered	United States of America	25-Jul-1978	25-Jul-2018
ARCWATER	73/258537	1190507	Registered	United States of America	23-Feb-1982	23-Feb-2012
AUTCRAFT	78/890129	3424597	Registered	United States of America	06-May-2008	06-May-2018
CABLEHOZ	73/192149	1145417	Registered	United States of America	06-Jan-1981	06-Jan-2011
Circle "T" Design	73/481275	1338889	Registered	United States of America	04-Jun-1985	04-Jun-2015

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
CLIMBER	72/357576	918492	Registered	United States of America	17-Aug-1971	17-Aug-2011
CONTRACTOR PLUS	75/581672	2403293	Registered	United States of America	14-Nov-2000	14-Nov-2010
CUTMASTER	72/077833	692021	Registered	United States of America	26-Jan-1960	26-Jan-2010
DRAGSTER	75/688929	2422160	Registered	United States of America	16-Jan-2001	16-Jan-2011
ELIMINATOR	74/239783	1790954	Registered	United States of America	31-Aug-1993	31-Aug-2013
EXCEL-ARC	74/329608	1796291	Registered	United States of America	05-Oct-1993	05-Oct-2013
EXPLORER	75/353959	2465943	Registered	United States of America	03-Jul-2001	03-Jul-2011
EXTREME	78/104151	2849208	Registered	United States of America	01-Jun-2004	01-Jun-2014
FABGUN	78/204774	2844036	Registered	United States of America	18-May-2004	18-May-2014
FABRICATOR	73/778495	1558889	Registered	United States of America	03-Oct-1989	03-Oct-2009
FABSTAR	74/144541	1667523	Registered	United States of America	10-Dec-1991	10-Dec-2011
FIREPOWER	73/479892	1328067	Registered	United States of America	02-Apr-1985	02-Apr-2015
FLAMEBUSTER	74/150005	1732576	Registered	United States of America	17-Nov-1992	17-Nov-2012
FTT Logo	77/223576		Allowed	United States of America		
GOT POWER?	75/778225	2592178	Registered	United States of America	09-Jul-2002	09-Jul-2012
HEFTY	75/315042	2233442	Registered	United States of America	23-Mar-1999	23-Mar-2019
JETRODS	73/033961	1035669	Registered	United States of America	16-Mar-1976	16-Mar-2016

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
JOURNEYMAN	73/115977	1078304	Registered	United States of America	29-Nov-1977	29-Nov-2017
K4000	73/634934	1474783	Registered	United States of America	02-Feb-1988	02-Feb-2018
KNUCKLEHEAD	77/176511	3,577,013	Registered	United States of America	2/17/2009	2/17/2019
MECO (stylized)	71/232282	221149	Registered	United States of America	23-Nov-1926	23-Nov-2016
MEDALIST	74/269929	1882724	Registered	United States of America	07-Mar-1995	07-Mar-2015
MEGA-ARC	73/183902	1147547	Registered	United States of America	24-Feb-1981	24-Feb-2011
Mermaid Design	73/258555	1179927	Registered	United States of America	01-Dec-1981	01-Dec-2011
METALCRAFT	74/588495	1925253	Registered	United States of America	10-Oct-1995	10-Oct-2015
METALCRAFT	74/047200	1633054	Registered	United States of America	29-Jan-1991	29-Jan-2011
METALPOWER	76/413922	2771056	Registered	United States of America	07-Oct-2003	07-Oct-2013
MINI-MIG-GUN	73/644618	1490857	Registered	United States of America	07-Jun-1988	07-Jun-2018
Miscellaneous Design (Regulator)	73/329843	1309710	Registered	United States of America	18-Dec-1984	18-Dec-2014
Miscellaneous Design (Regulators)	73/532217	1429036	Registered	United States of America	17-Feb-1987	17-Feb-2017
MISCELLANEO US DESIGN (SWIRL)	73/581787	1414725	Registered	United States of America	28-Oct-1986	28-Oct-2016
Miscellaneous Design (Torch handle)	73/457140	1394663	Registered	United States of America	27-May-1986	27-May-2016

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
Miscellaneous Design (Torch)	73/457111	1396488	Registered	United States of America	10-Jun-1986	10-Jun-2016
O2N DEMAND	75/364527	2240388	Registered	United States of America	20-Apr-1999	20-Apr-2009
PERFORMER	73/114901	1092715	Registered	United States of America	06-Jun-1978	06-Jun-2018
PORTA-FEED	75/315043	2233443	Registered	United States of America	23-Mar-1999	23-Mar-2019
POWERMASTER	75/641092	2394247	Registered	United States of America	10-Oct-2000	10-Oct-2010
POWER-PLUS	75/251842	2211717	Registered	United States of America	15-Dec-1998	15-Dec-2008
PRO LINE	74/491878	1917159	Registered	United States of America	05-Sep-1995	05-Sep-2015
PRO-LITE	75/207509	2204380	Registered	United States of America	17-Nov-1998	17-Nov-2008
PROTEX	72/442813	983115	Registered	United States of America	07-May-1974	07-May-2014
PULSEMASTER	77/261444		Pending	United States of America		
P-WEE	75/207510	2192711	Registered	United States of America	29-Sep-1998	29-Sep-2008
QRC	75/065130	2035531	Registered	United States of America	04-Feb-1997	04-Feb-2017
QTR	75/038639	2015776	Registered	United States of America	12-Nov-1996	12-Nov-2016
RAIDER	76/394935	2798775	Registered	United States of America	23-Dec-2003	23-Dec-2013
ROBO-REAM	78/364870	2989159	Registered	United States of America	30-Aug-2005	30-Aug-2015
SCOUT	75/353881	2322198	Registered	United States of America	22-Feb-2000	22-Feb-2010
SEA CUT and Design	72/386973	947251	Registered	United States of America	14-Nov-1972	14-Nov-2012
SEA DRAGON	74/725026	2053531	Registered	United States of America	15-Apr-1997	15-Apr-2017
SEA DRAGON Design	75/010607	2164332	Registered	United States of America	09-Jun-1998	09-Jun-2018
SEA JET	73/634930	1469648	Registered	United States of America	22-Dec-1987	22-Dec-2017

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
SEA TORCH	73/334345	1222445	Registered	United States of America	04-Jan-1983	04-Jan-2013
SEA WELD and Mermaid Design	72/386971	947595	Registered	United States of America	21-Nov-1972	21-Nov-2012
SEA-CUT	72/386970	947250	Registered	United States of America	14-Nov-1972	14-Nov-2012
SEA-PAK	73/070789	1114820	Registered	United States of America	13-Mar-1979	13-Mar-2019
SEA-STINGER	73/358931	1229479	Registered	United States of America	08-Mar-1983	08-Mar-2013
SEA-WELD	72/386972	946333	Registered	United States of America	31-Oct-1972	31-Oct-2012
SLICE	73/527620	1419571	Registered	United States of America	02-Dec-1986	02-Dec-2016
SLICE	75/074913	2052443	Registered	United States of America	15-Apr-1997	15-Apr-2017
SLIMLITE	75/648906	2434602	Registered	United States of America	13-Mar-2001	13-Mar-2011
SMART LOGIC	75/292349	2265811	Registered	United States of America	27-Jul-1999	27-Jul-2009
SMARTLOGIC Logo	77/223559		Published	United States of America		
SMARTMIG Logo	77/223569		Allowed	United States of America		
SMOKE MASTER	74/347200	1825781	Registered	United States of America	08-Mar-1994	08-Mar-2014
SNAKE DESIGN	77/364036		Pending	United States of America		
SOF-FLAME	73/500058	1392154	Registered	United States of America	06-May-1986	06-May-2016

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
SPITFIRE	78/565303	3070666	Registered	United States of America	21-Mar-2006	21-Mar-2016
SPRAY MASTER	78/472603	3008820	Registered	United States of America	25-Oct-2005	25-Oct-2015
SUPERRANGE	73/115032	1077305	Registered	United States of America	15-Nov-1977	15-Nov-2017
SUPRA-MIG-GUN	73/401590	1291943	Registered	United States of America	28-Aug-1984	28-Aug-2014
THERMAL ARC	77/320282		Published	United States of America		
THERMAL ARC	73/552251	1429039	Registered	United States of America	17-Feb-1987	17-Feb-2017
THERMAL ARC (STYLIZED)	72/198597	799830	Registered	United States of America	07-Dec-1965	07-Dec-2015
TITAN	73/334347	1250161	Registered	United States of America	06-Sep-1983	06-Sep-2013
TOTE-L-PACK	73/740478	1538954	Registered	United States of America	16-May-1989	16-May-2009
TRI-ARC	73/283505	1184570	Registered	United States of America	05-Jan-1982	05-Jan-2012
TRIPL-FLINT-LOK	72/124928	745463	Registered	United States of America	19-Feb-1963	19-Feb-2013
TUFF COTE	73/258554	1210297	Registered	United States of America	28-Sep-1982	28-Sep-2012
TUFF COTE and Mermaid Design	73/258531	1187455	Registered	United States of America	26-Jan-1982	26-Jan-2012
TURBOGAS	78/412628	3118068	Registered	United States of America	18-Jul-2006	18-Jul-2016
TURBOSKILL	75/549684	2457844	Registered	United States of America	05-Jun-2001	05-Jun-2011
TURBOTORCH	73/581712	1410139	Registered	United States of America	23-Sep-1986	23-Sep-2016

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
TURBOTORCH	72/295694	876047	Registered	United States of America	02-Sep-1969	02-Sep-2009
TURBOTOTE (Stylized)	73/331636	1250971	Registered	United States of America	13-Sep-1983	13-Sep-2013
TWECO	71/590722	545200	Registered	United States of America	17-Jul-1951	17-Jul-2011
TWECO ROBOTICS and Design	75/391926	2297376	Registered	United States of America	07-Dec-1999	07-Dec-2009
TWECOTONG	71/590723	545201	Registered	United States of America	17-Jul-1951	17-Jul-2011
ULTIMA	75/018694	2196871	Registered	United States of America	20-Oct-1998	20-Oct-2008
ULTRAFEED	75/052102	2092110	Registered	United States of America	26-Aug-1997	26-Aug-2017
VICTOR	72/331802	896882	Registered	United States of America	18-Aug-1970	18-Aug-2010
VICTOR (Stylized)	71/223348	220890	Registered	United States of America	16-Nov-1926	16-Nov-2016
VICTOR MEDICAL	78/441615	3020161	Registered	United States of America	29-Nov-2005	29-Nov-2015
Welding Gun Design	73/529479	1396533	Registered	United States of America	10-Jun-1986	10-Jun-2016
Welding Gun Design	73/529442	1396532	Registered	United States of America	10-Jun-1986	10-Jun-2016
Welding Gun Design	73/529480	1396534	Registered	United States of America	10-Jun-1986	10-Jun-2016

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
Welding Gun Design	73/529441	1397451	Registered	United States of America	17-Jun-1986	17-Jun-2016
Welding Gun Design	73/577192	1422612	Registered	United States of America	30-Dec-1986	30-Dec-2016
WELDSKILL (stylized or with design)	74/427685	1844242	Registered	United States of America	12-Jul-1994	12-Jul-2014
XL	75/302004	2217888	Registered	United States of America	12-Jan-1999	12-Jan-2009