

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Red Man Pipe & Supply Co.	10/31/2007
RECEIVING PARTY DATA	
Name:	Lehman Commercial Paper Inc., as Administrative Agent and Collateral Agent
Street Address:	745 7th Avenue
Internal Address:	5th Floor, Loan Portfolio Group
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	4712585
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-993-2622
Email:	gayle.grocke@lw.com
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1:	233 S. Wacker Drive
Address Line 2:	Suite 5800
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	022411-0859
NAME OF SUBMITTER:	Gayle D. Grocke
Total Attachments: 6	
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## TERM LOAN PATENT SECURITY AGREEMENT

This TERM LOAN PATENT SECURITY AGREEMENT, dated as of October 31, 2007 (as amended, supplemented or otherwise modified from time to time, this "Patent Security Agreement"), is made by Red Man Pipe & Supply Co. ("Red Man") and McJunkin Appalachian Oilfield Supply Company ("McApple") and, together with Red Man, the "Grantors" and each a "Grantor") in favor of Lehman Commercial Paper Inc., ("Lehman"), as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Credit Agreement referred to below).

WHEREAS, McJunkin Corporation, a West Virginia corporation (the "Company"), has entered into a Term Loan Credit Agreement dated as of January 31, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the Lenders from time to time party thereto, Lehman, as Administrative Agent and Collateral Agent, and Goldman Sachs Credit Partners L.P., as Syndication Agent.

WHEREAS, Company, McApple and the other Credit Parties from time to time party thereto as grantors have executed and delivered that certain Term Loan Security Agreement, dated as of January 31, 2007, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement") to, among other things, secure the obligation of the Company under the Credit Agreement.

WHEREAS, Red Man is party to that certain Supplement No. 2 to Security Agreement, dated as of the date hereof, in favor of Collateral Agent, pursuant to which Red Man has joined the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable 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. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Security Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the Patents, including, without limitation, those items listed on Schedule 1 hereto. The security interest granted hereby has been granted to the Collateral Agent for the ratable benefit of the Lenders in connection with the Credit Agreement and Security Agreement and is expressly subject to the terms and conditions thereof.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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.

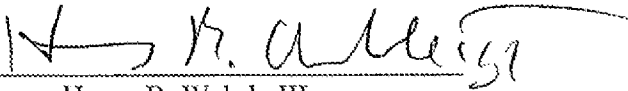
SECTION 5. Governing Law. This Patent Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement, the terms and provisions of which (including the rights and remedies of each party hereto provided for therein) are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Patent Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

**MCJUNKIN APPALACHIAN OILFIELD  
SUPPLY COMPANY,**  
as Grantor

By:   
Name: Henry B. Wehrle III  
Title: President

{Signature Page to Patent Security Agreement}

**RED MAN PIPE & SUPPLY CO.,**  
as Grantor

By:   
Name: Dee Paige  
Title: Chief Financial Officer

**LEHMAN COMMERCIAL PAPER INC.,**  
as Collateral Agent

By: 

Name: Laurie Perper  
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

Schedule 1

U.S. Patent Registrations and Applications

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>
McJunkin Appalachian Oilfield Supply Company	5,462,115	October 31, 2005	Gas and Oil Well Swab	U.S.A.
Red Man Pipe & Supply Co.	4,712,585	December 15, 1987	Orifice Plate Holder	U.S.A.