

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Assignment of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		12/08/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank N.A.		
Street Address:	111 Fannin Street, 10th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0504565		
Registration Number:	1942088		
Serial Number:	78351393	MIC SHIELD	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	sue.chen-holmes@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Sue Chen Holmes		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	71620.0014		
NAME OF SUBMITTER:	Sue T Chen-Holmes		
Signature:	/Sue T Chen-Holmes/		

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Date:

12/14/2006

Total Attachments: 5

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CONFIRMATORY ASSIGNMENT OF TRADEMARK SECURITY INTEREST

CONFIRMATORY ASSIGNMENT OF TRADEMARK SECURITY INTEREST, dated as of December 8, 2006, by CITICORP USA, INC. (the “**Assignor**”), as administrative Agent and collateral agent for the Secured Parities (as defined in the Existing Credit Agreement referred to below) (in such capacity as collateral agent, the “**Existing Collateral Agent**”), in favor of JPMORGAN CHASE BANK, N.A. (the “**Assignee**”), as administrative agent and collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity as collateral agent, the “**Collateral Agent**”).

W i t n e s s e t h:

WHEREAS, pursuant to that certain Revolving Credit and Guaranty Agreement, dated as of March 24, 2006 (as the same may be amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Existing Credit Agreement**”), among JOHN MANEELY COMPANY (the “**US Borrower**”), DBO HOLDINGS, INC. (“**Holdings**”), the other Guarantors party thereto, the Lenders and Issuers party thereto, the Existing Collateral Agent, and GOLDMAN SACHS CREDIT PARTNERS, L.P., as syndication agent (the “**Syndication Agent**”), the lenders and the issuers party thereto agreed to make extensions of credit to the US Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers (as defined below) have requested, and the other parties to the Credit Agreement (as defined below) have agreed, that the Existing Credit Agreement be amended and restated;

WHEREAS, the US Borrower, **6582125 CANADA INC.** (the “**Canadian Borrower**” and, collectively with the US Borrower, the “**Borrowers**”), Holdings, the lenders party thereto from time to time (the “**Lenders**”), JPMORGAN CHASE BANK, N.A., as administrative agent and collateral agent and GOLDMAN SACHS CREDIT PARTNERS, L.P., (“**GSCP**”), as syndication agent, have entered into the Amended and Restated Revolving Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), which amends and restates the Existing Credit Agreement in its entirety;

WHEREAS, certain grantors are party to that certain Revolving Credit Facility Pledge and Security Agreement dated as of March 24, 2006 (the “**Existing Pledge and Security Agreement**”), in favor of the Existing Collateral Agent for the benefit of the Secured Parties (as defined in the Existing Credit Agreement) pursuant to which the such grantors were required to execute and deliver that certain Intellectual Property Security Agreement, dated as of March 24, 2006, by the grantors party thereto in favor of the Existing Collateral Agent;

WHEREAS, the US Borrower, Holdings, the other Grantors from time to time party thereto and the Collateral Agent have entered into the Amended and Restated Revolving Credit Facility Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), which amends and restates the Existing Pledge and Security Agreement in its entirety;

WHEREAS, pursuant to the Existing Pledge and Security Agreement, the Existing Collateral Agent holds a security interest in all of the (a) Trademarks and Trademark Licenses to which the US Borrower is a party, including, without limitation, those referred to on Schedule I hereto, (b) all reissues, continuations or continuations-in-part of the foregoing and (c) all Proceeds of the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present or future infringement of any Trademark or Trademark licensed under any Trademark License (the “**Trademark Security Interest**”), certain of such Trademark Security Interest are recorded at Reel 3279, Frame 0495 with the U.S. Patent and Trademark Office;

WHEREAS, pursuant to the Pledge and Security Agreement the Assignee has succeeded, and is desirous of succeeding of record, to the rights held by the Assignor and acquiring of record therefrom all of the Assignor’s right, title and interest in, to and under the Trademark Security Interest;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, the Assignor hereby agrees with the Assignee as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement.

Section 2. Assignment

(a) The Assignor effective as of the date hereof, did and hereby does assign, transfer and convey to Assignee, its successors, legal representatives and assigns, all of the Assignor’s right, title, and interest in and to the Trademark Security Interest in all jurisdictions.

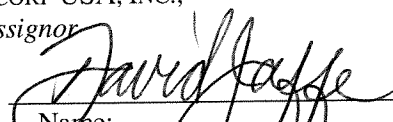
(b) The Assignor hereby agrees to authorize and request the Commissioner of Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the Trademark Security Interest is recorded or in which an application for recordation of the Trademark Security Interest is pending, to record the title of Assignee, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the Trademark Security Interest, and to issue the Notice of Recordation resulting from any such application for recordation of the Trademark Security Interest to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

The Assignor agrees that it will execute and deliver, or cause to be executed and delivered, to the Assignee or the Assignee’s legal representatives, any other or additional assignments, documents, certificates, powers or other writings, and take all additional actions, as may be reasonably necessary to transfer the Trademark Security Interest to the Assignee to effectuate and validate this Confirmatory Assignment of Trademark Security Interest, to record this Confirmatory Assignment of the Trademark Security Interest to the Assignee with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which the Patent Security Interest is or may be recorded or in which applications for recordation of the Patent Security Interest are pending, under the relevant laws of the United States or any other jurisdictions.

IN WITNESS WHEREOF, the undersigned has caused this Confirmatory Assignment of Trademark Security Interest to be executed and delivered as of the date first set forth above.

CITICORP USA, INC.,
as Assignor

By:


Name: **DAVID JAFFE**
Title: **Director/Vice President**

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Assignee

By: _____
Name:
Title:

[SIGNATURE PAGE TO CONFIRMATORY ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned has caused this Confirmatory Assignment of Trademark Security Interest to be executed and delivered as of the date first set forth above.

CITICORP USA, INC.,
as Assignor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Assignee

By: Peter S. Predun
Name: Peter S. Predun
Title: Vice President

[SIGNATURE PAGE TO CONFIRMATORY ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

Schedule I
to
Confirmatory Assignment of Trademark Security Interest

Sheaf of Wheat Registration #504565 – December 7, 1948; Record holder: John Maneely Company.

Parallel Rows of Track Design #1942088, Reg. Date: December 19, 1995; Record holder: John Maneely Company.

MIC SHIELD #78351393 – Filed January 13, 2004, issued December 13, 2005 (Registration #3030309); Record holder: Wheatland Tube Company.

MIC SHIELD – Canadian Application #1216313, filed May 11, 2004; Applicant Wheatland Tube Company.