

06-09-2000

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To the Honorable Commissioner of Patents

101376315

attached original documents or copy thereof.

1. Name of conveying party(ies):

Star Pipe, Inc. d/b/a Star Pipe Products



- Individual(s)
- General Partnership
- Corporation-State Texas
- Other

Additional names(s) of conveying party(ies) Yes No

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

Name: **Firstar Bank, N.A.**

Internal Address:

Street Address: **425 Walnut Street**

City: **Cincinnati** State: **OH** ZIP: **45202**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **National Banking Association**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **May 1, 2000**

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

A. Trademark Application No.(s)

75/239,861

B. Trademark Registration No.(s)

1,726,996 2,240,145

Additional numbers Yes No

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

Name: **Cory M. Amron**

Internal Address: **Vorys Sater Seymour and Pease LLP**

Street Address: **1828 L Street, N.W.**

11th Floor

City: **Washington** State: **DC** ZIP: **20036**

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ **90.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

06/07/2000 JSHABAZZ 00000217 75239861

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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.

Cory M. Amron

Name of Person Signing

Cory Amron

Signature

May 16, 2000

Date

Total number of pages including cover sheet, attachments, and

13

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made between STAR PIPE, INC. dba Star Pipe Products, a Texas corporation, having an address at 4018 Westhollow Parkway, Houston, Texas 77082 ("Grantor"), and FIRSTAR BANK, N.A., a national banking association (the "Bank") having an office at 425 Walnut Street, Cincinnati, Ohio 45202.

W I T N E S S E T H

1. DEFINITIONS.

1.1 Financing Agreement. Any capitalized term used, but not defined in, this Agreement will have the meaning given to it in the Financing Agreement between the Bank and Grantor dated as of the date of this Agreement (the "Financing Agreement").

1.2 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to Grantor not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(ii) References to the Uniform Commercial Code, or UCC, mean as enacted in the particular jurisdiction(s) encompassed by the reference.

(iii) The definition of any document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(iv) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Grantor is to be taken promptly, unless the context clearly indicates the contrary.

(v) All of the uncapitalized terms contained in this Agreement which are defined under the UCC will, unless the context indicates otherwise, have the meanings provided for in the UCC.

(vi) "material item of the Trademark Collateral" means each item of the Trademark Collateral unless, with respect to the applicable item of Trademark Collateral, the goodwill of the business connected with and symbolized by such application, registration,

trademark or service mark is not, in the Bank's judgment, necessary in the conduct of Grantor's business.

2. GRANT OF SECURITY. As security for the full, prompt and complete payment and performance of all of the Obligations, Grantor hereby grants to the Bank a continuing security interest in, a pledge of, and an assignment intended as security of, Grantor's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed: trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights (as defined below), and (vi) together in each case with the goodwill of Grantor's business connected with the use of, and symbolized by, the Trademark Collateral. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from Trademark Collateral for purposes of this Agreement.

3. LICENSE; SECURITY INTEREST.

3.1 Grant of Licenses. As security for the full, prompt and complete payment and performance of all of the Obligations, Grantor hereby grants, assigns and conveys to the Bank Grantor's entire right, title and interest in, to and under all license agreements with any Person, whether Grantor is licensor or licensee under any such license agreement but including the licenses listed on Schedule I, with respect to any trademarks, service marks, and trade names and all rights thereto and thereunder (such rights as licensor or licensee sometimes referred to herein collectively as the "Trademark License Rights").

3.2 License by the Bank. In consideration of the undertaking of Grantor to fulfill the covenants of this Agreement and to discharge the Obligations, the Bank grants to Grantor a personal, non-transferable exclusive right and license (without recourse, representation or warranty of any kind), to exercise the Trademark License Rights (such right and license referred to herein as the "License"). On the occurrence of an Event of Default and upon notice from the Bank to Grantor, (i) the License shall terminate forthwith, (ii) all rights and interests in, to and under the License shall revert to the Bank, and (iii) the Bank shall have all other rights and remedies provided herein and in the other Loan Documents. If the Event of Default ceases to exist, then, without any further action on the part of the Bank, the License shall revert with Grantor.

3.3 Security Interest in the License. As security for the full and prompt payment and performance of all of the Obligations, Grantor hereby grants to the Bank a continuing security interest in, a pledge of, and an assignment intended as security of, all of the right, title and interest of Grantor in and to the License.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Collateral and the License, free and clear of any Liens, charges and encumbrances including all pledges, assignments, releases and covenants by Grantor not to sue any other Person in respect of the Trademark Collateral and the License, except the Liens in favor of the Bank.

(ii) Set forth in Schedule I is a complete and accurate list of all the Trademark License Rights, trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations owned by Grantor or in which Grantor has any rights.

(iii) Each trademark, service mark, trade name, trademark and service mark registration, and application for trademark or service mark registration identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and, to the best of Grantor's knowledge, each application for trademark and service mark registration is valid, registered or registrable and enforceable. Grantor has notified the Bank in writing of all prior uses of any material item of the Trademark Collateral of which Grantor is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(iv) Grantor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral pursuant to this Agreement in favor of the Bank.

(v) Reasonable and proper statutory notice has been used in connection with the use of each registered trademark and service mark.

(vi) The Trademark License Rights are in full force and effect, and Grantor is not in default of any of the Trademark License Rights and, to Grantor's knowledge, no event has occurred which with notice or the passage of time, or both, might constitute a default by Grantor under the Trademark License Rights.

(vii) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of UCC financing statements, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either (a) for the grant by Grantor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by

Grantor, or (b) for the perfection of or the exercise by the Bank of its rights and remedies hereunder.

5. FURTHER ASSURANCES.

5.1 Required Grantor Actions. Grantor will from time to time, at its expense, promptly execute and deliver all further instruments, documents, and agreements and take all further action, that may be necessary or desirable, or that the Bank may reasonably request, in order to (i) continue, perfect and protect the Liens granted or purported to be granted hereby or (ii) enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral and the License, or both. Without limiting the generality of the foregoing, Grantor will sign and file such financing statements and such other instruments or notices, as may be necessary or desirable, or as the Bank may reasonably request, in order to perfect and preserve the Liens granted or purported to be granted hereby.

5.2 Financing Statements. Grantor hereby authorizes the Bank to file one or more financing statements relative to all or any part of the Trademark Collateral and the License without the signature of Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering any or all of the Trademark Collateral or any part thereof or the License shall be sufficient as a financing statement where permitted by law.

5.3 Further Information. Grantor will furnish to the Bank from time to time statements and schedules further identifying and describing the Trademark Collateral and the License and such other reports in connection with the Trademark Collateral and the License as the Bank may reasonably request, all in reasonable detail.

5.4 Additional Ownership Interests. Grantor agrees that, should it obtain an ownership interest in any Trademark License Rights, trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration, which is not now identified in Schedule I, (i) Grantor will give prompt written notice thereof to the Bank, (ii) the provisions of Section 2 shall automatically apply to any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration (exclusive of any Intent to Use Applications), and (iii) any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Grantor authorizes the Bank to modify this Agreement by amending Schedule I to include any of the Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, which becomes part of the Trademark Collateral under this Section 5.4.

5.5 Maintenance of Rights. Grantor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each

registered trademark, service mark, and trademark or service mark registration, and to pursue each material item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its businesses, Grantor agrees to take corresponding steps with respect to the other items of Trademark Collateral (*i.e.*, exclusive of any material item of Trademark Collateral) and each new or other registered trademark, service mark trademark or service mark registration, and application for trademark or service mark registration to which Grantor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Grantor. Grantor shall not (i) abandon any registration of or any material item of Trademark Collateral or (ii) abandon any right to file an application for trademark or service mark registration, or, with respect to any other Trademark Collateral (*i.e.*, exclusive of any material item of Trademark Collateral), abandon any pending application, registration, trademark or service mark, unless the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary in the conduct of Grantor's business.

5.6 Notification. Grantor will notify the Bank immediately and in writing if Grantor learns (i) that any material item of the Trademark Collateral may become abandoned or dedicated; (ii) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Trademark Collateral; or (iii) that it is or potentially could be in default of any of the Trademark License Rights.

5.7 Infringement. If Grantor becomes aware that any material item of the Trademark Collateral is infringed or misappropriated by any Person, Grantor will promptly notify the Bank and will, if necessary under the circumstances, promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, and will take such other actions as Grantor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities shall be borne by Grantor.

5.8 Statutory Notice. Grantor will continue to use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

6. TRANSFERS AND OTHER LIENS. Grantor shall not:

(i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral or the License, except (a) as expressly permitted by the Financing Agreement, and (b) Grantor may grant non-exclusive licenses of Trademark Collateral in the ordinary course of Grantor's business to have third parties manufacture products to be sold by Grantor or its licensees in the ordinary course of its business which, in any event, are terminable at the will of Grantor or on no more than 90 days advance notice;

(ii) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Trademark Collateral except the Liens in favor of the Bank and as otherwise disclosed in Schedule I, or as otherwise expressly permitted by the Financing Agreement; or

(iii) take any other action in connection with any of the material items of Trademark Collateral or the License that would impair the value of the interests or rights thereunder of Grantor or the Bank.

7. POWER OF ATTORNEY. Grantor hereby irrevocably appoints the Bank as Grantor's attorney-in-fact, with full authority in Grantor's place, stead and on behalf of Grantor and in Grantor's name or otherwise, from time to time in the Bank's sole and absolute discretion, to take any action and to execute any instrument that the Bank may deem necessary or advisable on and after the occurrence of an Event of Default and during the continuance thereof to accomplish the purposes of this Agreement including:

(i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral;

(ii) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) of this Section 7; and

(iii) (a) to file any claims or take any action or institute any proceedings that the Bank may deem necessary or desirable for the collection of any of the Trademark Collateral, (b) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in the Bank's name (or the name of any nominee), or (c) otherwise to enforce the rights of the Bank with respect to any of the Trademark Collateral or the License.

8. THE BANK MAY PERFORM.

8.1 Performance by the Bank. If Grantor fails to perform any of its obligations contained herein after written notice to Grantor from the Bank, the Bank (solely at its option without any obligation to do so) may itself perform, or cause performance of, such obligations, and the expenses of the Bank incurred in connection therewith shall be payable under Section 15.10 of the Financing Agreement.

8.2 The Bank May Bring Suit. On, and at any time after, the occurrence of an Event of Default and during the continuance thereof, the Bank will have the right, but in no way will be obligated, to bring suit in its own name or in the name of Grantor to enforce any part of the Trademark Collateral or the Trademark License Rights. Grantor will at the reasonable request of the Bank do any and all lawful acts and sign any and all proper documents required by the Bank in aid of the Bank's enforcement actions. On the Bank's demand, Grantor will promptly reimburse and indemnify the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this Section 8.

9. **THE BANK'S DUTIES.** The powers conferred on the Bank hereunder are solely to protect its interest in the Trademark Collateral and the License and shall not impose any duty upon the Bank to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for moneys actually received by it under this Agreement, the Bank shall have no duty as to any of the Trademark Collateral, the License or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Trademark Collateral and the License in its possession if the Trademark Collateral and the License are accorded treatment substantially equal to that which the Bank accords its own property.

10. **REMEDIES.** If any Event of Default occurs and is continuing:

(i) The Bank may exercise in respect of the Trademark Collateral and the License, in addition to other rights and remedies provided for herein or otherwise available to the Bank, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may do any one or more of the following at the Bank's option: (a) cause the assignment of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) of the Trademark Collateral in the Bank's name or in the name of any nominee of Bank; (b) exercise any and all rights and remedies of Grantor under or otherwise in respect of either the Trademark Collateral or the License, or both; (c) license the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person; and (d) with 10 days advance notice (unless no notice is required under applicable law), sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Bank may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (1) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) Grantor will supply to the Bank or its designee Grantor's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (B) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Grantor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Bank shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. The Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(ii) All payments received by Grantor under or in connection with any of the Trademark Collateral or the License shall be received in trust for the benefit of the Bank, shall be segregated from other funds of Grantor and shall be forthwith paid over to the Bank in the same form as so received (with any necessary indorsements).

(iii) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral or the License and all cash proceeds received by the Bank in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral or the License may, in the discretion of the Bank, be held by the Bank as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Bank pursuant to Section 15.10 of the Financing Agreement) in whole or in part by the Bank against, all or any part of the Obligations, in such order as the Bank shall elect. Any surplus of such cash or cash proceeds held by the Bank and remaining after the indefeasible payment in full of all the Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive such surplus.

11. AMENDMENTS; WAIVERS; CONSENTS. No amendment or waiver of any provision of this Agreement nor consent to any departure by Grantor from the terms of this Agreement shall in any event be effective unless such amendment or waiver shall be in writing and signed by the Bank, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

12. NOTICES. Any notice or notification required, permitted or contemplated hereunder shall be in writing, shall be addressed and given to the party to be notified at the address set forth in, and in the manner required by the Financing Agreement.

13. GENERAL.

13.1 Continuing Rights. This Agreement shall create a continuing assignment, intended as security, to the Bank of the Trademark License Rights and a continuing Lien on the Trademark Collateral and License and shall (i) remain in full force and effect until payment in full of the Obligations, (ii) be binding upon Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Bank hereunder and the Bank's successors, transferees and assigns.

13.2 Term; The Trademark Collateral and the License Revert. Subject to Section 13.10 below, this Agreement will terminate on the later to occur of (i) the full and indefeasible performance, payment and satisfaction of all the Obligations and (ii) the termination of the Financing Agreement, at which time the Liens granted hereby shall terminate and all rights to the Trademark Collateral and the License shall revert to Grantor. Upon any such termination, the Bank will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor reasonably requests to evidence such termination, including, without limitation, assignments of the Trademark Collateral (without representation, warranty or recourse).

13.3 Severability. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

13.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Ohio (without regard to Ohio conflicts of laws

principles), except to the extent that the validity or perfection of the Liens or the remedies hereunder, in respect of any particular Trademark Collateral are governed by the law of the United States or any other jurisdiction other than the State of Ohio.

13.5 WAIVER OF JURISDICTION. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR BANK TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO GRANTOR, GRANTOR AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF BANK, ITS SUCCESSORS AND ASSIGNS, AND WITHOUT LIMITATION ON THE ABILITY OF BANK, ITS SUCCESSORS AND ASSIGNS, TO EXERCISE ALL RIGHTS AS TO THE COLLATERAL OR INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO REPAYMENT OF THE OBLIGATIONS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT CINCINNATI, OHIO. BANK AND GRANTOR EACH CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT CINCINNATI, OHIO HAVING JURISDICTION OVER THE SUBJECT MATTER, AND CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY CERTIFIED MAIL DIRECTED TO GRANTOR AND BANK AT THEIR RESPECTIVE ADDRESSES SET FORTH IN THE FINANCING AGREEMENT OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF OHIO. GRANTOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

13.6 Headings. The headings in this Agreement are for reference purposes only and will not relate to, or affect in any way, the construction or interpretation of this Agreement.

13.7 Survival. The representations, warranties, covenants and agreements contained in this Agreement or in any Schedule attached hereto shall survive the signing of this Agreement.

13.8 Entire Agreement. This Agreement and the other Loan Documents set forth the entire agreement of the parties with respect to subject matter of this Agreement and supersede all previous understandings, written or oral, in respect thereof.

13.9 Assignment. The Bank, subject to the terms of the Financing Agreement and this Agreement, shall have the right to assign this Agreement and the other Loan Documents. Grantor may not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer or other disposition without the Bank's written consent shall be void. All of the rights, privileges, remedies and options given to the Bank under the Loan Documents shall inure to the benefit of the Bank's successors and assigns, and all the terms, conditions, covenants, provisions and warranties herein shall inure to the benefit of and bind the permitted successors and assigns of Grantor and the Bank, respectively.


13.10 Revival of Obligations. To the extent Grantor makes a payment or payments to the Bank or the Bank receives any payment or proceeds of the Trademark Collateral or any other collateral or security for Grantor's benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment or proceeds had not been received by the Bank.

13.11 Conflict. If there is any conflict, ambiguity, or inconsistency, in the Bank's judgment, among the terms of this Agreement and the Financing Agreement, then the applicable terms and provisions, in the Bank's judgment, providing the Bank with greater rights, remedies, powers, privileges, or benefits will control.

13.12 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR THE BANK TO EXTEND CREDIT TO GRANTOR, AND AFTER HAVING THE OPPORTUNITY TO CONSULT COUNSEL, GRANTOR HEREBY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO THIS AGREEMENT OR ARISING IN ANY WAY FROM THE OBLIGATIONS.

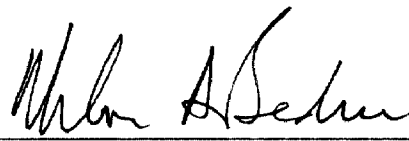
IN WITNESS WHEREOF, Grantor has, by its duly authorized officer, signed this Agreement as of May 1, 2000.

STAR PIPE, INC.

By: 
Ramesh Bhutada, President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

The foregoing Trademark Security Agreement was executed and acknowledged before me this 1ST day of May, 2000, by Ramesh Bhutada, personally known to me to be the President of Star Pipe, Inc. dba Star Pipe Products, a Texas corporation, on behalf of such corporation.


Notary Public

My Commission Expires: _____

[SEAL]



MELVIN A. BEDREE, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date, Section 147.03 O.R.C.

Accepted at Cincinnati, Ohio
as of May 2, 2000.

FIRSTAR BANK, N.A.

By: David L. Carey
Name: DAVID L. CAREY
Title: VP

SCHEDULE I

TRADEMARKS

Trademark	Registration Number	Issue Date
STARGRIP	2,240,145	4/20/99
STAR	1,726,996	10/27/92

TRADEMARK APPLICATIONS

Trademark	Application Number	Filing Date
ALLGRIP	75/239,861	2/12/97