

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
Universal Tubular Systems, Inc.		08/24/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	277 Park Avenue		
Internal Address:	16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	New York Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2430580	DOUBLE BEAD	
Registration Number:	1532899	FLIP 'N SAVE	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5442		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-530-5442		
Email:	mkurzer@milbank.com		
Correspondent Name:	Michael Daniel Kurzer		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 2:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Michael Daniel Kurzer		
Signature:	/mdk/		

CH \$65.00 2430580

Date:

08/29/2005

Total Attachments: 5

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SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Burner Systems International, Inc., a Delaware corporation ("BSI") and Universal Tubular Systems, Inc., a Delaware corporation ("Universal", and collectively with BSI, the "Grantors" and each of Universal and BSI, herein referred to as a "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor is obligated to JPMorgan Chase Bank, N.A., a New York banking corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Security Agreement dated as of August 24, 2005 (the "Security Agreement") among the Grantors, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to Grantee a security interest in, and lien on, all right, title and interest of such Grantor in and to the Trademarks set forth on Schedule 1 hereto, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

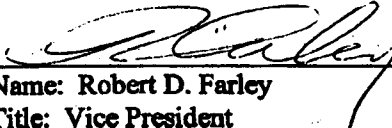
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is Each Grantee's address is:

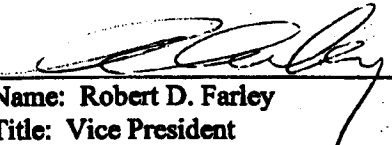
3600 Cummings Road
Chattanooga, Tennessee 37419

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 24 day of August, 2005.

BURNER SYSTEMS
INTERNATIONAL, INC.

By: 
Name: Robert D. Farley
Title: Vice President

UNIVERSAL TUBULAR SYSTEMS,
INC.

By: 
Name: Robert D. Farley
Title: Vice President

Security Agreement (Trademarks)

NY3:#7363415

TRADEMARK

REEL: 003149 FRAME: 0434

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Pledgor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
Burner Systems International, Inc.	See Exhibit A			
Universal Tubular Systems, Inc.	DOUBLE BEAD	2,430,580	U.S.	2/20/01
	FLIP'N'SAVE	1,532,899	U.S.	1/10/89
Sourdillon, Inc.	None			
Gas Components Group, Inc.	None			

						TRADEMARKS					
	Country	Reg/Ser. No.	MARK	Status	Reg. Date		Action Date	Action Due			
32054USO	US	2,430,580	DOUBLE BEAD	Registered	2/2/01		2/2/06	Comb. Dec			
32792MXO	Mexico		"	Pending							
32791BR0	Brazil		"	Pending							
24882USO	US	1,532,899	FLIP N' SAVE	Issued	4/4/89		4/4/09	Renewal			
	US	821,615	ALL-TEMP	Issued	1/3/67		1/3/07	Renewal			
	US	505,934	ALL-TROL	Issued	1/25/49		1/25/09	Renewal			
	US	2,328,419	ELLIPSE	Issued	3/14/00		3/14/06	Comb. Dec			
	Canada	133,128	H and Design (H in a flame circle)	Issued	10/18/63		10/18/08	Renewal			
	US	505,687	H in a Circle	Issued	1/18/49		1/18/09	Renewal			
	US	850,227	H-W Logo	Issued	6/4/68		6/4/08	Renewal			
	US	505,688	HARPER	Issued	1/18/49		1/18/09	Renewal			
	US	1,029,245	KOOL-LITE	Issued	1/6/76		1/6/16	Renewal			

RECORDED: 08/29/2005

TRADEMARK
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