

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 |
| LaBarge Pipe & Steel Company | | 10/16/2008 | CORPORATION: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | Lehman Commercial Paper Inc., as Collateral Agent | | |
| Street Address: | 745 7th Avenue | | |
| Internal Address: | 5th Floor, Loan Portfolio Group | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2590281 | L | |
| 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 | | |
| Signature: | /gdg/ | | |

OP \$40.00 2590281

Date:

11/12/2008

Total Attachments: 5

source=Term Loan Trademark Security Agreement#page1.tif

source=Term Loan Trademark Security Agreement#page2.tif

source=Term Loan Trademark Security Agreement#page3.tif

source=Term Loan Trademark Security Agreement#page4.tif

source=Term Loan Trademark Security Agreement#page5.tif

TERM LOAN TRADEMARK SECURITY AGREEMENT

This **TERM LOAN TRADEMARK SECURITY AGREEMENT**, dated as of October 16, 2008 (as amended, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by LaBarge Pipe & Steel Company (the "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 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, Grantor is party to that certain Supplement No. 4 to Term Loan Security Agreement, dated as of October 16, 2008, in favor of Collateral Agent, pursuant to which Grantor has joined the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark 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 Grantor agrees 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. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of Grantor's right, title and interest in and to the Trademarks, 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 Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that

the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security 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 Trademark 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 Trademark 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 Trademark 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, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

LABARGE PIPE & STEEL COMPANY,
as Grantor

By: 

Name: James F. Underhill
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By:

Name:
Title:



Maria M. Lund
Authorized signatory

Schedule 1

U.S. Trademark Registrations and Applications

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>ISSUE DATE</u> | <u>TRADEMARK</u> | <u>COUNTRY</u> |
|---------------------------------|--------------------------------|-------------------|------------------|----------------|
| LaBarge Pipe & Steel Company | 2,590,281 | July 9, 2002 | L & Design | U.S.A. |

CH1060523.1