

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
Boomerang Tube, LLC		10/11/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 South Tryon Street
Internal Address:	15th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3880158	BOOMERANG
Registration Number:	3877205	BOOMERANG
Registration Number:	3967830	BOOMERANG TUBE, LLC
Registration Number:	3967829	BOOMERANG TUBE, LLC
Registration Number:	3975879	
Registration Number:	4049116	BOOMERANG
Registration Number:	4105836	BOOMERANG TUBE
Registration Number:	4105844	BOOMERANG TUBE

CORRESPONDENCE DATA

Fax Number: 2128594000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2128598000

CH \$215.00 3880158

Email: jason.greenberg@friedfrank.com
Correspondent Name: Jason L. Greenberg
Address Line 1: One New York Plaza
Address Line 2: Fried Frank LLP
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	33748-23 (GREENBERG)
NAME OF SUBMITTER:	Jason L. Greenberg
Signature:	/jlg/
Date:	10/12/2012

Total Attachments: 7

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 11, 2012, made by Boomerang Tube, LLC, a Delaware limited liability company having a principal place of business at 16939 Riverdale Drive, Chesterfield, Missouri 63005 (the "Borrower"), in favor of Bank of America, N.A., a national banking association, having a place of business at 101 South Tryon Street, 15th Floor, Charlotte, North Carolina 28255, as collateral agent (the "Agent") for the banks and other financial institutions (the "Lenders") which are parties to the Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Agent, Wells Fargo Securities, LLC as joint lead arranger and bookrunner, Wells Fargo Bank, N.A., as syndication agent and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Borrower in the form of Term Loans on the Closing Date upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Agent have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower granted to the Agent for the benefit of the Security Parties a security interest in all of its Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Term Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Borrower hereby confirms that, pursuant to the Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks and Trademark Licenses of the Borrower (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks and Trademark Licenses, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Borrower under or in, and Collateral shall not include any Trademark Licenses with or issued by Persons other than the Borrower, a Subsidiary of the Borrower or an Affiliate of any of the foregoing that would otherwise be included in the Security Collateral for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses (in each case, except to the extent that, pursuant to the Code or other applicable law, the granting of security interests therein can be made without resulting in a breach, default or termination of such Trademark Licenses).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks and Trademark Licenses are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. The Agreement and any claims, controversy, dispute or cause of action (whether in contract, or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules on conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

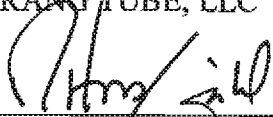
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


BOOMERANG TUBE, LLC

By: _____


Name: Robert Horsfield

Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Agent

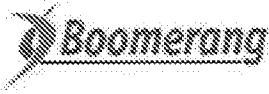
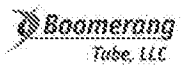

By: 
Name: Kelly Weaver
Title: AVP

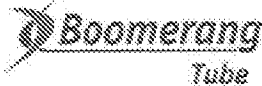
[Signature Page to Trademark Security Agreement]

SCHEDULE I

UNITED STATES TRADEMARKS:

Registrations:

OWNER	CLASS	SERVICES	REGISTRATION NUMBER	TRADEMARK
Boomerang Tube, LLC	40	Treatment of materials, namely steel used in the oil and gas industry; processing and separating of metals used in manufacturing, cleaning and calibrating steel; oil and gas equipment used in heat treatment of steel.	3,880,158	
Boomerang Tube, LLC	40	Treatment of materials, namely steel used in the oil and gas industry; processing and separating of metals used in manufacturing, cleaning and calibrating steel; oil and gas equipment used in heat treatment of steel.	3,877,205	BOOMERANG
Boomerang Tube, LLC	40	Treatment of materials, namely steel used in the oil and gas industry; processing and separating of metals used in manufacturing, cleaning and calibrating steel.	3,967,830	BOOMERANG TUBE, LLC
Boomerang Tube, LLC	40	Treatment of materials, namely steel used in the oil and gas industry, processing and separating of metals used in manufacturing, cleaning and calibrating steel.	3,967,829	
Boomerang Tube, LLC	40	Treatment of materials, namely steel used in the oil and gas industry, processing and separating of metals used in manufacturing, cleaning and calibrating steel.	3,975,879	

Boomerang Tube, LLC	6	Steel tubular products, namely casing, tube and transmission line pipe.	4,049,116	BOOMERANG
Boomerang Tube, LLC	40	Treatment of materials, namely steel used in the oil and gas industry; processing and separating of metals used in manufacturing, cleaning and calibrating steel; oil and gas equipment used in heat treatment of steel.	4,105,836	BOOMERANG TUBE
Boomerang Tube, LLC	40	Treatment of materials, namely steel used in the oil and gas industry; processing and separating of metals used in manufacturing, cleaning and calibrating steel; oil and gas equipment used in heat treatment of steel.	4,105,844	

Trademark Licenses

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>COUNTRY/STATE</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Boomerang Tube, LLC	American Petroleum Institute	U.S.A.		