

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Maneely Company		03/24/2006	COMPANY:
RECEIVING PARTY DATA			
Name:	Citicorp USA, Inc.		
Street Address:	388 Greenwich Street, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	504565		
Registration Number:	1942088		
Registration Number:	3030309	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:	allison.cohn@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Allison Cohn		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	35899.0285		
NAME OF SUBMITTER:	Allison Cohn		
Signature:	/Allison Cohn/		

CH \$90.00 504565

Date:

03/30/2006

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 24, 2006, by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of CITICORP USA, INC. ("**CUSA**"), 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**").

Witnesseth:

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 from time to time, the "**Credit Agreement**"), among JOHN MANEELY COMPANY (the "**Borrower**"), DBO HOLDINGS, INC. ("**Holdings**"), the other Guarantors party thereto, the Lenders and Issuers party thereto, CUSA, as administrative agent and collateral agent, and GOLDMAN SACHS CREDIT PARTNERS, L.P., as syndication agent (the "**Syndication Agent**", and together with the Collateral Agent, the "**Agents**"), the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to that certain Revolving Credit Facility Pledge and Security Agreement dated as of March 24, 2006, in favor of the Collateral Agent for the benefit of the Secured Parties (the "**Pledge and Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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 Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 7. 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 8. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

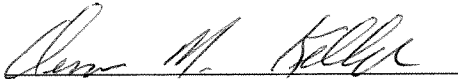
Section 9. Pledge and Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOHN MANEELY COMPANY,
as Grantor

By: 
Name: Dennis M. Kelleher
Title: Vice President of Finance and
Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003279 FRAME: 0499

Acknowledgement of Grantor

STATE OF New York)
COUNTY OF New York) ss.

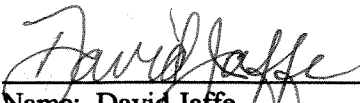
On this 23rd day of March, 2004 before me personally appeared Dennis M. Kelleher, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DBO Holdings, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

CHRISTINE E. THOMSON
Notary Public, State of New York
No. 24-4898872
Qualified in Kings County
Certificate filed in New York County
Commission Expires August 3, 2007

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: 
Name: David Jaffe
Title: Vice President and Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003279 FRAME: 0501

Trademarks

- Sheaf of Wheat Registration #504,565 - 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 #78,351,393 - Filed January 13, 2004, issued December 13, 2005 (Registration # 3,030,309); Record holder: Wheatland Tube Company.
- MIC SHIELD -- Canadian Application. # 1,216,313, filed May 11, 2004; Applicant: Wheatland Tube Company.