

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association	FORMERLY Firststar Bank, N.A.	03/31/2006	National Banking Association: UNKNOWN
RECEIVING PARTY DATA			
Name:	Star Pipe Products, Ltd.		
Street Address:	4018 Westhollow Parkway		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77082		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2240145	STARGRIP	
Registration Number:	1726996	STAR	
Registration Number:	3027437	STAR	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-467-8810		
Email:	behogue@vssp.com		
Correspondent Name:	Cory M. Amron		
Address Line 1:	1828 L Street NW		
Address Line 2:	11th Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	27656-58/0769/STARPIPE		
NAME OF SUBMITTER:	Cory M. Amron		

CH \$90.00 2240145

Signature:	/cory m amron/
Date:	04/18/2006
Total Attachments: 4 source=starpipetm#page1.tif source=starpipetm#page2.tif source=starpipetm#page3.tif source=starpipetm#page4.tif	

FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of March 31, 2006 (the "Effective Date"), by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Bank"), having an address at Seventh & Washington, Fifth Floor, Location SL-MO-T5BC, St. Louis, Missouri 63101, f/k/a FIRSTAR BANK, N.A. and STAR PIPE PRODUCTS, LTD., a Texas limited partnership ("Grantor"), having an address at 4018 Westhollow Parkway, Houston, Texas 77082, as successor in interest to Star Pipe, Inc. dba Star Pipe Products, a Texas corporation, and is as follows:

Preliminary Statements

A. Grantor and the Bank have entered into the Amended and Restated Financing Agreement dated as of even date herewith (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time the "Financing Agreement"). The Financing Agreement amends and restates in its entirety the Financing Agreement binding upon the Bank and Grantor dated as of May 1, 2000, as heretofore amended (as amended, the "Existing Financing Agreement").

B. In connection with the Existing Financing Agreement and continuing in full force and effect under the Financing Agreement, Grantor has executed and delivered to the Bank the Trademark Security Agreement dated as of May 1, 2000 (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Agreement.

C. It is a condition precedent to the effectiveness of the Financing Agreement and to the obligation of the Bank to extend credit accommodations pursuant to the terms of the Financing Agreement that this Amendment be executed and delivered by Grantor to the Bank.

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank to enter into the Financing Agreement and to extend credit accommodations to Grantor thereunder, the Agreement is hereby amended and Grantor hereby covenants and agrees as follows:

1. Section 1.1 of the Agreement is hereby amended in its entirety by substituting the following in its place:

1.1 Financing Agreement. Any capitalized term used, but not defined, in this Agreement will have the meaning given to it in the Amended and Restated Financing Agreement between the Bank and Grantor dated as of March 31, 2006 (as the same may be hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Financing Agreement").

2. The reference to "Section 15.10" in subparagraph (iii) of Section 10 of the Agreement is hereby amended by substituting a reference to "Section 15.11" for such reference where it appears therein.

3. Schedule I to the Agreement is hereby amended in its entirety by substituting the document attached hereto as Schedule I in its place.

4. The representations in clause (vii) of Section 4 of the Agreement shall not apply to the "European Community" trademarks listed on Schedule I attached hereto.

5. Except as specifically modified and amended herein, the Agreement shall be and remain in full force and effect, and is ratified and confirmed in all respects.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed by Grantor and the Bank as of the Effective Date.

STAR PIPE PRODUCTS, LTD.

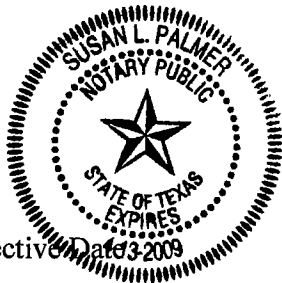
By: Star Pipe, L.L.C., its general partner

By: [Signature]
Ramesh Bhutada, its Manager and President

STATE OF TX)
COUNTY OF Harris) ss:

The foregoing First Amendment to Trademark Security Agreement was executed and acknowledged before me this 5th day of April, 2006, by Ramesh Bhutada, personally known to me to be the Manager and President of Star Pipe, L.L.C., as general partner of Star Pipe Products, Ltd., a Texas limited partnership, on behalf of such partnership.

[SEAL]



[Signature]
Notary Public

My Commission Expires: 4/13/09

Accepted as of the Effective Date 3-2009
U.S. BANK NATIONAL ASSOCIATION

By: [Signature]
Steven C. Gonzalez, Vice President

SCHEDULE I

U.S. TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Issue Date</u>
STARGRIP	2,240,145	4/20/99
STAR	1,726,996	10/27/92
STAR	3,027,437	12/13/05

EUROPEAN COMMUNITY TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Issue Date</u>
STARFLEX	4,106,084	10/25/04
STAR	4,106,183	10/25/04