

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DBO Holdings, Inc		12/08/2006	CORPORATION:
John Maneely Company		12/08/2006	CORPORATION:
Atlas ABC Corporation		12/08/2006	CORPORATION:
Atlas Tube (Arkansas) Inc.		12/08/2006	CORPORATION:
Atlas Tube (Plymouth) Inc.		12/08/2006	CORPORATION:
Atlas (USA) Holding Inc.		12/08/2006	CORPORATION:
M.O.S. Inc		12/08/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	c/o Goldman, Sachs & Co.
Internal Address:	30 Hudson Street, 17th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1548858	REDKOTE
Registration Number:	3007276	KLEENKOTE
Registration Number:	0504565	
Registration Number:	1942088	
Registration Number:	3030309	MIC SHIELD

CORRESPONDENCE DATA

Fax Number: (212)310-8007
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900064718

**TRADEMARK
 REEL: 003444 FRAME: 0276**

CH \$140.00 1548858

Email: sue.chen-holmes@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil,Gotshal& Manges c/o Sue Chen Holmes
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71620.0014
NAME OF SUBMITTER:	Sue T Chen-Holmes
Signature:	/Sue T Chen-Holmes/
Date:	12/14/2006

Total Attachments: 5

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TRADEMARK PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 8, 2006, by each of the entities listed on the signature pages hereof [or that becomes a party hereto pursuant to Section 5.2 (*Additional Grantors*) of the Pledge and Security Agreement referred to below] (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of GOLDMAN SACHS CREDIT PARTNERS, L.P. (“**GSCP**”), 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**”).

W i t n e s s e t h:

WHEREAS, pursuant to that certain Amended and Restated Term Loan and Guaranty Agreement, dated as of December 8, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among JOHN MANEELY COMPANY (the “**US Borrower**”), DBO HOLDINGS, INC. (“**Holdings**”), the other Guarantors party thereto, the Lenders and Issuers party thereto, GSCP, as administrative agent and collateral agent, and JPMORGAN CHASE BANK, N.A. (“**JPM**”), 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 US Borrower upon the terms and subject to the conditions set forth therein;

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

WHEREAS, all the Grantors are party to that certain Amended and Restated Term Loan Pledge and Security Agreement dated as of December 8, 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 US Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. 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 2. 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 3. 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.

DBO HOLDINGS, INC.
JOHN MANEELY COMPANY
ATLAS ABC CORPORATION
ATLAS TUBE (ARKANSAS) INC.
ATLAS TUBE (PLYMOUTH) INC.
ATLAS (USA) HOLDING INC.
M.O.S. INC.,
as Grantors

By: William E. Kennedy
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GOLDMAN SACHS CREDIT PARTNERS, L.P.,
as Collateral Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003444 FRAME: 0280

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.

DBO HOLDINGS, INC.
JOHN MANEELY COMPANY
ATLAS ABC CORPORATION
ATLAS TUBE (ARKANSAS) INC.
ATLAS TUBE (PLYMOUTH) INC.
ATLAS (USA) HOLDING INC.
M.O.S. INC.,
as Grantors

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: Walter Jackson
Name: WALTER JACKSON
Title: AUTHORIZED SIGNATORY

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

Atlas Trademarks

Canada

1. KLEENKOTE (TMA475,954); filing date: 1996-03-06; registration date: 1997-05-08; record owner: Atlas ABC Corporation
2. WTC & Design (TMA484,249); filing date: 1997-01-14; registration date: 1997-10-17; record owner: Atlas ABC Corporation
3. WELDED TUBE CO. OF AMERICA (TMA490,152); registration date: 1996-03-06; registration date: 1998-02-18; record owner: Atlas ABC Corporation
4. REDKOTE DESIGN (pending Trademark application #1315340); filing date: 2006-09-05; applied for by: Atlas ABC Corporation
5. ATLAS TUBE (TMA 497,271); filing date: 1997-05-30; registration date: 1998-07-49; record owner: Atlas Tube

United States

1. REDKOTE (Reg. No. 1548858); filing date: 1988-12-19; registration date: 1999-07-25; record owner: Atlas ABC Corporation
2. KLEENKOTE (Reg. No. 3007276); filing date: 2003-11-07; registration date: 2005-10-18; record owner: Atlas ABC Corporation

Mexico

1. KLEENKOTE (Reg. No. 523,255); expired April 26, 2006, but attempting to revive in the grace period which expires October 25, 2006; record owner: Atlas ABC Corporation

JMC Trademarks

Registered Trademarks

1. Sheaf of Wheat; U.S. Registration No. 504,565; Record Holder: JMC; Issued: December 7, 1948
2. Parallel Rows of Track design; U.S. Registration No. 1,942,088; Record Holder: JMC; Issued: December 19, 1995
3. MIC SHIELD No. 78,351,393; U.S. Registration No. 3,030,309; Record Holder: John Maneely Company; Issued: December 13, 2005
4. MIC SHIELD; Canadian Application No. 1,216,313; Applicant: John Maneely Company; Issued: May 11, 2004