

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hackney Ladish, Inc.		10/10/2007	CORPORATION: DELAWARE
Hackney Ladish Holding Corp.		10/10/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Newstar Financial, Inc., as Administrative Agent		
Street Address:	500 Boylston Street, Suite 1600		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0610970	HACKNEY	
Registration Number:	0672320	LADISH	
Registration Number:	0672701	LADISH	
Registration Number:	0677906	F-B	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136836339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	72319.00005		
NAME OF SUBMITTER:	Claudia R Immerzeel		

OP \$115.00 0610970

Signature:	/Claudia R Immerzeel/
Date:	10/11/2007
Total Attachments: 5 source=HackneyTSA#page1.tif source=HackneyTSA#page2.tif source=HackneyTSA#page3.tif source=HackneyTSA#page4.tif source=HackneyTSA#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this October 10, 2007 among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and NEWSTAR FINANCIAL, INC., in its capacity as the Administrative Agent for the Lender Group (together with its successors, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among HACKNEY LADISH HOLDING CORP., a Delaware corporation (the "Parent"), HACKNEY LADISH, INC. formerly known as Trinity Fittings Group, Inc., a Delaware corporation (the "Borrower"), the Subsidiaries of the Parent party thereto from time to time (such Subsidiaries, together with Parent, each a "Guarantor" and individually and collectively, jointly and severally, the "Guarantors"), the financial institutions party thereto as Lenders and Administrative Agent, the Lender Group is willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Administrative Agent, for the benefit of Lender Group, that certain Pledge and Security Agreement dated as of October 10, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), to secure the Secured Obligations:

(a) all of its Trademarks and Trademark Intellectual Property Licenses referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. As and when required under the Security Agreement, Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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.

GRANTORS:

HACKNEY LADISH, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

HACKNEY LADISH HOLDING CORP.,
a Delaware corporation

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

NEWSTAR FINANCIAL, INC., as Administrative Agent

By: 

Name: Levi Richardson

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

	WORD	WORD REGISTRATION NO./DATE/ FIRST USE	DESIGN	DESIGN REGISTRATION NO./DATE/ FIRST USE	PRODUCTS
HACKNEY	HACKNEY	Reg. No. 0610970 August 23, 1955 First Use - 1917	Letter "H" inside a parallelogram	Application No. 78/829991 March 6, 2006 First Use - May 3, 1966	Metal fittings, namely, elbows, reducers, tees, Y's crosses, laterals, caps, and lap joint stub ends (IC-6)
LADISH	LADISH	Reg No. 0672320 January 6, 1959 First Use - 1957	N/A	N/A	Custom forgings, rolled rings (steel bars and billets)
LADISH	LADISH	Reg No. 0672701 January 20, 1959 First Use - 1943	Letter "L" inside a circle	Application No. 78/83 1523 March 7, 2006 First Use - [1997]	Metal pipe flanges, tubular Metal fittings, namely, elbows, reducers, tees, Y's, crosses, laterals, caps, and lap joint stub ends metal plugs, metal pipe couplings, metal bushings, and tubular necks (IC-6)
FLO-BEND	F-B	Reg No. 0677906 May 5, 1959 First Use - 1958	N/A	N/A	Welding fittings and pipe flanges

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