

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as Collateral Agent		09/28/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2590281	L	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	022411-0859		
NAME OF SUBMITTER:	Gayle D. Grocke		
Signature:	/gdg/		

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TRADEMARK  
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Date:

09/29/2009

**Total Attachments: 5**

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## ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION dated as of September 28, 2009 (this "Assignment and Assumption") is made by LEHMAN COMMERCIAL PAPER INC. ("Lehman") and BARCLAYS BANK PLC ("Barclays").

WHEREAS, reference is made to that certain Term Loan Security Agreement dated as of January 31, 2007 (as amended, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"; unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meanings given therein) by and among McJunkin Corporation (now known as McJunkin Red Man Corporation) ("Borrower"), each of the guarantors party thereto and Lehman, in its capacity as Collateral Agent (the "Collateral Agent");

WHEREAS, reference is also made to (i) the Term Loan Patent Security Agreement dated October 31, 2007 between Red Man Pipe & Supply Co. ("Red Man"), Borrower (as successor by merger to the interest of McJunkin Appalachian Oilfield Supply Company ("McApple")) and Collateral Agent and (ii) the Term Loan Trademark Security Agreement dated November 16, 2008 between LaBarge Pipe & Steel Company ("LaBarge") and Collateral Agent (collectively, the "Intellectual Property Security Agreements");

WHEREAS, pursuant to the Security Agreement and the Term Loan Patent Security Agreement recorded with the U.S. Patent and Trademark Office on November 1, 2007 at Reel/Frame No. 020045/0522, Red Man granted Collateral Agent a lien on and security interest in and to all of its right, title and interest in and to the Patents owned by it;

WHEREAS, pursuant to the Security Agreement and the Term Loan Patent Security Agreement recorded with the U.S. Patent and Trademark Office on November 1, 2007 at Reel/Frame No. 020045/0530, McApple granted Collateral Agent a lien on and security interest in and to all of its right, title and interest in and to the Patents owned by it, and McApple subsequently merged with and into Borrower as evidenced by the Certificate of Merger recorded with the U.S. Patent and Trademark Office on September 15, 2009 as Reel/Frame No. 023220/0863;

WHEREAS, pursuant to the Security Agreement and the Term Loan Trademark Security Agreement recorded with the U.S. Patent and Trademark Office on November 11, 2008 at Reel/Frame No. 003886/0610, LaBarge granted Collateral Agent a lien on and security interest in and to all of its right, title and interest in and to the Trademarks owned by it;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Lehman hereby irrevocably, absolutely and unconditionally assigns to Barclays without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Amendment, Resignation, Waiver, Consent and Appointment Agreement dated of even date herewith (the "Agency Assignment Agreement") among, *inter*

*alia*, Lehman and Barclays, and Barclays hereby assumes from Lehman, the interest in and to Lehman's rights and obligations under the Intellectual Property Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to Barclays for recording by Barclays pursuant to the Security Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office.

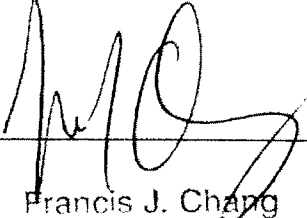
From and after the Effective Date and as further set forth in the Agency Assignment Agreement, (a) Barclays shall be a party to the Security Agreement and the Intellectual Property Security Agreements and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Collateral Agent thereunder and shall be bound by the provisions thereof and (b) Lehman shall, to the extent provided in this Assignment and Assumption and the Agency Assignment Agreement, relinquish its rights and be released from its obligations under the Security Agreement and the Intellectual Property Security Agreements.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

LEHMAN COMMERCIAL PAPER INC.,  
as Assignor

By:   
Name: \_\_\_\_\_  
Title: Francis J. Chang  
Authorized Signatory

Assignment and Assumption (IP)

TRADEMARK  
REEL: 004069 FRAME: 0868

Accepted:

BARCLAYS BANK PLC, as Assignee

By: 

Name:

Title:

**Ritam Bhalla**  
**Vice President**

Assignment and Assumption (IP)

TRADEMARK  
REEL: 004069 FRAME: 0869

**SCHEDULE I**  
**to**  
**ASSIGNMENT AND ASSUMPTION**

**PATENTS**

OWNER	REGISTRATION NUMBER	TITLE
McJunkin Red Man Corporation (as successor by merger to McJunkin Appalachian Oilfield Supply Company)	5,462,115	Gas and Oil Well Swab
Red Man Pipe & Supply Co.	4,712,585	Orifice Plate Holder

**TRADEMARKS**

OWNER	REGISTRATION NUMBER	DESCRIPTION
LaBarge Pipe & Steel Company	2590281	Mark: L Drawing Type: Stylized Words, Letters or Numbers