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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Edgen Murray II, L.P.		I12/23/2009 I	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, National Association, as Collateral Agent
Street Address:	101 Barclay Street, 8W
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3704239	EDGEN MURRAY

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/1462
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/

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Date:	12/30/2009
Total Attachments: 5 source=EdgenMurraySl#page1.tif source=EdgenMurraySl#page2.tif source=EdgenMurraySl#page3.tif source=EdgenMurraySl#page4.tif source=EdgenMurraySl#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("<u>Agreement</u>"), effective as of December 23, 2009 is made by Edgen Murray II, L.P., a Delaware limited partnership, located at 18444 Highland Road, Baton Rouge, Louisiana 70809 (the "<u>Grantor</u>"), in favor of The Bank of New York Mellon Trust Company, National Association, as Collateral Agent, located at 101 Barclay Street, 8W, New York, NY 10286 (the "<u>Agent</u>") for the Secured Parties, parties to the Indenture dated as of December 23, 2009 (as amended, supplemented or otherwise modified from time to time, the "<u>Indenture</u>"), among Edgen Murray Corporation, a Nevada corporation (the "<u>Company</u>"), the other Grantors thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Company has issued its $12\frac{1}{4}\%$ Senior Secured Notes due 2015 (the "Notes"); and

WHEREAS, in connection with the Indenture, the Grantors have executed and delivered a U.S. Pledge and Security Agreement, dated as of December 23, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to purchase the Notes, and to secure the Secured Obligations (including with respect to any guarantee pursuant to Article X of the Indenture), the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

SECTION 2. <u>Grant of Security Interest</u>. The Grantor hereby pledges, assigns and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses (including, without limitation, those items listed on Schedule A hereto) (collectively, the "<u>Collateral</u>"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which

(including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EDGEN MURRAY II, L.P. as Grantor

By: Xuffut M Name: David L. Laxton, III

Title: Executive Vice President, Chief Financial

Officer and Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION as Collateral Agent for the Secured Parties

By:		
Name:		
Title:		

[Signature Page to Grant of Security Interest in Trademark Rights]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

> EDGEN MURRAY II, L.P. as Grantor

By:_

Name: David L. Laxton, III

Title: Executive Vice President, Chief Financial

Officer and Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION

as Collateral Agent for the Secured Parties

Name: GERALDINE CRESWE

Title: VICE PIZESIDENT

[Signature Page to Grant of Security Interest in Trademark Rights]

Schedule A

Trademark Registrations and Applications and Trademark Licenses

1. U.S. Trademark registrations and applications

Name of Grantor	<u>Trademark</u>	Registration	Registration	<u>Jurisdiction</u>
		<u>Date</u>	<u>Number</u>	
Edgen Murray II, L.P.	EDGEN	11/3/2009	3704239	US
	MURRAY			

2. Canadian Trademark registrations and applications

Name of Grantor	<u>Trademark</u>	Application	Application	<u>Jurisdiction</u>
		<u>Date</u>	<u>Number</u>	
Edgen Murray II, L.P.	EDGEN	<u>9/24/2008</u>	<u>1412016</u>	<u>CA</u>
,	MURRAY			

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RECORDED: 12/30/2009 REEL: 004122 FRAME: 0743