

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
LaBarge Pipe & Steel Company		12/21/2009	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	60 Livingston Avenue		
Internal Address:	EP-MN-WS3C Attention: McJunkin Administrator		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2590281	L	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-1064		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	01/20/2010		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2009 (as amended, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by LaBarge Pipe & Steel Company ("LaBarge") and McJunkin Red Man Corporation (the "Company" and, together with LaBarge, the "Grantors" and each a "Grantor") in favor of U.S. Bank National Association, as Collateral Trustee (in such capacity, together with any successor collateral trustee appointed pursuant to Article 6 of the Collateral Trust Agreement (as hereinafter defined), the "Collateral Trustee") under the Indenture (as defined below) for the benefit of the Secured Parties (as defined in the Security Agreement).

WHEREAS, reference is made to (a) that certain Indenture, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Indenture"), by and among the Company, McJunkin Red Man Holding Corporation, a Delaware corporation ("Holdings"), the Subsidiary Grantors named therein and U.S. Bank National Association, as trustee thereunder (the "Trustee") and (b) that certain Collateral Trust Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), by and among the Company, LaBarge, the other Subsidiary Grantors from time to time party thereto, the Trustee and the Collateral Trustee;

WHEREAS, Company, LaBarge and certain other subsidiaries of the Company from time to time party thereto as Subsidiary Grantors have executed and delivered that certain Security Agreement, dated as of the date hereof, in favor of the Collateral Trustee (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement") to, among other things, secure the obligations of the Company under the Indenture.

WHEREAS, under the terms of the Security Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of such Grantor to the Collateral Trustee for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Security Agreement, and, if not therein defined, in the Indenture.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Trustee for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the Trademarks, including, without limitation, those items listed on Schedule 1 hereto. The security interest granted hereby has been granted to the Collateral Trustee for the ratable benefit of the Secured Parties in connection with the Indenture, the Collateral Trust Agreement and the Security Agreement and is expressly subject to the terms and conditions thereof.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement, the Collateral Trust Agreement and the Indenture, the terms and provisions of which (including the rights and remedies of each party hereto provided for therein) are incorporated herein by reference as if fully set forth herein. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of (a) the Second Amended and Restated Intercreditor Agreement, dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Company, The CIT Group/Business Credit, Inc., Bank of America, N.A. and Collateral Trustee, and certain other persons which may be or become parties thereto, or become bound thereto from time to time; (b) the Collateral Trust Agreement; and (c) the Security Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the Collateral Trust Agreement or the Indenture, the provisions of the Security Agreement, the Collateral Trust Agreement or the Indenture shall govern and control.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**MCJUNKIN RED MAN
CORPORATION,**
as Grantor

By: 

Name: Andrew Lane
Title: President and Chief Executive
Officer

LABARGE PIPE & STEEL COMPANY,
as Grantor

By: 

Name: Andrew Lane
Title: President and Chief Executive
Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
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U.S. BANK NATIONAL ASSOCIATION.,
as Collateral Trustee

By: 
Name: Richard Prokosch
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004134 FRAME: 0557

Schedule 1

U.S. Trademark Registrations and Applications

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>
LaBarge Pipe & Steel Company	2,590,281	July 9, 2002	L & Design	U.S.A.
McJunkin Red Man Corporation	3,691,784	October 6, 2009	McJunkin Red Man	U.S.A.
McJunkin Red Man Corporation	3,691,785	October 6, 2009	McJunkin Red Man Corporation & Design	U.S.A.