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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/27/2010
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fiberspar Corporation		09/27/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RBS Citizens, National Association, as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Bank: <i>United States of America</i>		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76248914	F	
Serial Number:	75863237	FIBERSPAR	
Serial Number:	73807618	FIBERSPAR	
Serial Number:	74282744	FIBERSPAR	
Serial Number:	74282855	FIBERSPAR	
Serial Number:	78022406	FIBERSPAR F	
CORRESPONDENCE DATA			
Fax Number:	(617)574-7659		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-574-4153		
Email:	lbillone@goulstonstarrs.com		
Correspondent Name:	Lisa Billone		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Lisa Billone		

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Signature:	/Lisa Billone/
Date:	09/27/2010
Total Attachments: 9 source=FibersparTrademark Security Agreement#page1.tif source=FibersparTrademark Security Agreement#page2.tif source=FibersparTrademark Security Agreement#page3.tif source=FibersparTrademark Security Agreement#page4.tif source=FibersparTrademark Security Agreement#page5.tif source=FibersparTrademark Security Agreement#page6.tif source=FibersparTrademark Security Agreement#page7.tif source=FibersparTrademark Security Agreement#page8.tif source=FibersparTrademark Security Agreement#page9.tif	

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EXECUTION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 27, 2010, is made by Fiberspar Corporation, a Delaware corporation, Fiberspar Lincpipe LLC, a Delaware limited liability company, and Fiberspar Lincpipe Canada Ltd., a corporation organized under the laws of Alberta, Canada (collectively, "Grantors"), in favor of RBS CITIZENS, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Secured Parties (as defined in the Collateral Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended, Restated and Consolidated Credit Agreement dated as of the date hereof by and among Grantors, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to extend credit for the benefit of Grantors;

WHEREAS, the Secured Parties are willing to extend credit under the Credit Agreement and to extend financial accommodations under Hedge Contracts (as defined in the Credit Agreement) and cash management services, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Amended, Restated and Consolidated Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, 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, Grantors hereby agree as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of their Trademarks including those 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 such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under

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applicable federal law; provided further that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIBERSPAR CORPORATION, as Grantor

By:

Peter A. Quigley, President

FIBERSPAR LINPIPE LLC, as Grantor

By:

Peter A. Quigley, President

FIBERSPAR LINPIPE CANADA LTD., as Grantor

By:

Peter A. Quigley, President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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ACCEPTED AND ACKNOWLEDGED BY:

RBS CITIZENS NATIONAL ASSOCIATION,
as Agent

By:


James Tzouvelis, Senior Vice President

GSDOC82010073

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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Trademark List

Page: 1

Case Number/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
F (AND DESIGN)	FPY-603/ Brazil	Registered 17 Int.	824281888 31-Jan-2002	824281888 09-Oct-2007
F (AND DESIGN)	FPY-603/ Oman	Registered 17 Int.	27191 29-Jan-2002	27191 16-Jan-2005
F (AND DESIGN)	FPY-603/ United States of America	Registered 17 Int.	76/248914 30-Apr-2001	2540304 19-Feb-2002
F (AND DESIGN)	FPY-603/ Venezuela	Registered 17 Int.	2748-02 25-Feb-2002	P-255562 01-Nov-2004
FIBERSPAR	FPY-604/E Australia	Registered 28 Int.	641867 29-Sep-1994	641867 13-Mar-1997
FIBERSPAR	FPY-604/D Australia	Pending 17 Int.	1354825 06-Apr-2010	
FIBERSPAR	FPY-604/D Benelux	Registered 17 Int.	546312 17-Sep-1999	666474 17-Sep-1999
FIBERSPAR	FPY-604/A Benelux	Renewed 12 Int., 25 Int.	756385 06-Dec-1990	489848 06-Dec-1990
FIBERSPAR	FPY-604/D Brazil	Registered 17 Int.	823455372 23-Jul-2001	823455372 13-Mar-2007
FIBERSPAR	FPY-604/ Canada	Registered	1029314 17-Sep-1999	TMA550240 24-Aug-2001
FIBERSPAR	FPY-604/D China (People's Republic)	Published 17 Int.	7080830 27-Nov-2008	

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FIBERSPAR	FPY-604/D Ecuador	Registered 17 Int.	114776 21-Jun-2001	16354-02 10-Apr-2002
FIBERSPAR	FPY-604/D European Community	Published	9007113 06-Apr-2010	
FIBERSPAR	FPY-604/A France	Renewed 12 Int., 25 Int.	252035 27-Nov-1990	1743516 26-Nov-1990
FIBERSPAR	FPY-604/ Germany	Renewed 07 Int., 12 Int., 28 Int.	F41418/7WZ 15-Jul-1992	2054154 13-Jan-1994
FIBERSPAR	FPY-604/C Germany	Renewed 12 Int.	F39355/12WZ 21-Dec-1990	2054707 19-Jan-1994
FIBERSPAR	FPY-604/D Hong Kong	Registered 17 Int.	301244330 21-Nov-2008	301244330 16-Apr-2009
FIBERSPAR	FPY-604/A Italy	Renewed 12 Int., 25 Int.	TD2000C002897 28-Dec-1990	911323 24-Aug-1993
FIBERSPAR	FPY-604/D Japan	Registered 17 Int.	2000-070165 23-Jun-2000	4515863 19-Oct-2001
FIBERSPAR	FPY-604/C Japan	Renewed 12 Int.	212689 07-Feb-1990	2506625 26-Feb-1993
FIBERSPAR	FPY-604/D Kuwait	Registered 17 Int.	56583 21-Sep-2002	56229 11-Oct-2005
FIBERSPAR	FPY-604/D Mexico	Registered 17 Int.	391201 17-Sep-1999	658559 13-Jun-2000
FIBERSPAR	FPY-604/D Norway	Registered 17 Int.	199909488 16-Sep-1999	202040 16-Mar-2000
FIBERSPAR	FPY-604/D Oman	Registered 17 Int.	27190 29-Jan-2002	27190 16-Jan-2005
FIBERSPAR	FPY-604/D Russian Federation	Pending	2010711374 05-Apr-2010	
FIBERSPAR	FPY-604/D Saudi Arabia	Registered 17 Int.	75883 13-Mar-2002	660/42 23-Nov-2002

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FIBERSPAR	FPY-604/D Taiwan	Registered	9705380J 21-Nov-2008	1376304 01-Sep-2009
FIBERSPAR	FPY-604/C United Kingdom	Renewed 12 Int.	1448134 22-Nov-1990	1448134 22-Nov-1990
FIBERSPAR	FPY-604/D United Kingdom	Registered 17 Int.	2208974 17-Sep-1999	2208974 10-Mar-2000
FIBERSPAR	FPY-604/D United States of America	Registered 17 Int.	75/663237 18-Mar-1999	2377068 15-Aug-2000
FIBERSPAR	FPY-604/C United States of America	Renewed 12 Int.	73/807618 19-Jun-1989	1607409 24-Jul-1990
FIBERSPAR	FPY-604/E United States of America	Registered 28 Int.	74282744 05-Jun-1992	2032398 21-Jan-1997
FIBERSPAR	FPY-604/B United States of America	Registered 07 Int.	74/282855 05-Jun-1992	1751012 09-Feb-1993
FIBERSPAR	FPY-604/D Venezuela	Registered 17 Int.	9947-01 08-Jun-2001	P-245260 27-Jun-2003
FIBERSPAR F (AND DESIGN)	FPY-605/ Belux	Registered 17 Int.	982249 25-Jan-2001	689733 25-Jan-2001
FIBERSPAR F (AND DESIGN)	FPY-605/A Canada	Registered	1205780 09-Feb-2004	TMA636304 30-Mar-2005
FIBERSPAR F (AND DESIGN)	FPY-605/ Canada	Registered	1089774 19-Jan-2001	TMA617634 25-Aug-2004
FIBERSPAR F (AND DESIGN)	FPY-605/ Japan	Registered 17 Int.	2001-15157 22-Feb-2001	4589368 26-Jul-2002
FIBERSPAR F (AND DESIGN)	FPY-605/ Mexico	Registered 17 Int.	470167 09-Feb-2001	712199 29-Aug-2001
FIBERSPAR F (AND DESIGN)	FPY-605/ Norway	Registered 17 Int.	200101111 22-Jan-2001	210391 13-Sep-2001
FIBERSPAR F (AND DESIGN)	FPY-605/ United Kingdom	Registered 17 Int.	2259024 24-Jan-2001	2259024 22-Feb-2002

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FIBERSPAR F (AND DESIGN)	FPY-605/ United States of America	Registered 17 Int.	78/022406 22-Aug-2000	2687470 11-Feb-2003
SMARTPIPE	FPY-608/D Argentina	Registered 17 Int.	2341417 07-Jun-2001	1895558 15-Nov-2002
SMARTPIPE	FPY-608/C Argentina	Registered 09 Int.	2341416 07-Jun-2001	1895557 15-Nov-2002
SMARTPIPE	FPY-608/B Australia	QA Rec'd	1354824 06-Apr-2010	
SMARTPIPE	FPY-608/A Benelux	Registered 09 Int., 17 Int., 19 Int.	995353 16-Aug-2001	0711641 02-Dec-2002
SMARTPIPE	FPY-608/D Brazil	Appealed 17 Int.	823455599 23-Jul-2001	
SMARTPIPE	FPY-608/C Brazil	Appealed 09 Int.	823455580 23-Jul-2001	
SMARTPIPE	FPY-608/A Canada	Allowed	1389251 31-Mar-2008	
SMARTPIPE	FPY-608/C Ecuador	Registered 09 Int.	114774 21-Jun-2001	16352-02 10-Apr-2002
SMARTPIPE	FPY-608/D Ecuador	Registered 17 Int.	114775 21-Jun-2001	16353-02 10-Apr-2002
SMARTPIPE	FPY-608/B European Community	Published	9007097 06-Apr-2010	
SMARTPIPE	FPY-608/ France	Registered 06 Int., 09 Int., 17 Int., 19 Int.	013118504 28-Aug-2001	013118504 28-Aug-2001

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SMARTPIPE	FPY-608/D Japan	Registered 17 Int.	2001-074978 17-Aug-2001	4594400 09-Aug-2002
SMARTPIPE	FPY-608/C Japan	Abandoned 09 Int.	2001-074977 17-Aug-2001	
SMARTPIPE	FPY-608/D2 Mexico	Pending 17 Int.	872457 31-Jul-2007	
SMARTPIPE	FPY-608/C2 Mexico	Pending 09 Int.	872459 31-Jul-2007	
SMARTPIPE	FPY-608/D Oman	Registered 17 Int.	27193 29-Jan-2002	27193 16-Jan-2005
SMARTPIPE	FPY-608/C Oman	Registered 09 Int.	27192 29-Jan-2002	27192 16-Jan-2005
SMARTPIPE	FPY-608/B Russian Federation	Pending	2010711373 05-Apr-2010	
SMARTPIPE	FPY-608/D United Kingdom	Registered 17 Int.	2278607 21-Aug-2001	2278607 11-Oct-2002
SMARTPIPE	FPY-608/D Venezuela	Registered 17 Int.	9949-01 08-Jun-2001	P-245771 22-Aug-2003
SMARTPIPE	FPY-608/C Venezuela	Registered 09 Int.	9948-01 08-Jun-2001	P-261847 26-Sep-2003