

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
Webco Industries, Inc.		03/31/2011	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as collateral agent		
Street Address:	10 S. Dearborn St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1938055	WEBCO	
Registration Number:	2770006	LASERLINE	
Serial Number:	85146555	AMERI-TI	
Serial Number:	85146566	AMERI-TI	
Serial Number:	85195169	LASERLINE SD	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	06984-0024		

CH \$140.00 1938055

NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	04/21/2011
Total Attachments: 6 source=4-21 - Webco TM Sec Int#page1.tif source=4-21 - Webco TM Sec Int#page2.tif source=4-21 - Webco TM Sec Int#page3.tif source=4-21 - Webco TM Sec Int#page4.tif source=4-21 - Webco TM Sec Int#page5.tif source=4-21 - Webco TM Sec Int#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2011, is made by **Webco Industries, Inc.**, an Oklahoma corporation (the "Grantor"), in favor of **JPMorgan Chase Bank, N.A.**, in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the Lenders and the Export-Related Lender (each as defined below).

RECITALS

WHEREAS, the Grantor, Webco Tube, Inc., an Oklahoma corporation ("Webco Tube"), Phillips & Johnston, Inc., an Illinois corporation ("P&J"), and HMPWebco, L.L.C., an Oklahoma limited liability company ("HMPWebco"), have entered into a Credit Agreement dated as of March 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the lenders party thereto (the "Lenders"), JPMorgan Chase Bank, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent"), and the Collateral Agent, pursuant to which the Lenders have agreed to make certain loans to the Grantor;

WHEREAS, the Grantor has entered into a Fast Track Export Loan Agreement dated as of March 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Export-Related Loan Agreement") with JPMorgan Chase Bank, N.A. (the "Export-Related Lender"), pursuant to which the Export-Related Lender has agreed to make certain loans to the Grantor;

WHEREAS, the Grantor, Webco Tube and HMPWebco have entered into a Pledge and Security Agreement dated as of March 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Collateral Agent pursuant to which certain obligations owed to the Collateral Agent, the Administrative Agent, the Lenders and the Export-Related Lender are secured; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of itself, the Administrative Agent, the Lenders and the Export-Related Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of all amounts owing by the Grantor under the Credit Agreement, the other Loan Documents (as defined in the Credit Agreement), the Export-Related Loan Agreement and the other Export-Related Financing Documents (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Collateral Agent, for the benefit of itself, the Administrative Agent, the Lenders and the Export-Related Lender, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

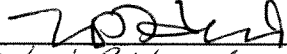
- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith;
- (2) each trademark license granting to the Grantor any rights in trademarks to which the Grantor is a party, including, without limitation, each trademark license listed on Schedule 1 annexed hereto;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of itself, the Administrative Agent, the Lenders and the Export-Related Lender, pursuant to the Security Agreement and subject to limitations set forth therein. Each of the Grantor and the Collateral Agent hereby acknowledges and affirms that the rights and remedies of the Collateral Agent, the Administrative Agent, the Lenders and the Export-Related Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WEBCO INDUSTRIES, INC.

By: 
Name: Michael P. Howard
Title: CEO, Sr VP

Acknowledged and agreed to:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WEBCO INDUSTRIES, INC.

By: _____
Name: _____
Title: _____


Acknowledged and agreed to:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
Name: TIMOTHY J. WHITEFOOT
Title: VICE PRESIDENT

STATE OF Alabama)
) ss
COUNTY OF Tulsa)

On this ___ day of March, 2011, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Trademarks</u>	<u>Registration Number</u>	<u>Registration Date</u>
Webco	1938055	November 28, 1995
Laserline	2770006	September 30, 2003
<u>Trademark Applications</u>	<u>Serial Number</u>	<u>Filing Date</u>
Ameri-Ti	85146555	October 6, 2010
Ameri-Ti	85146566	October 6, 2010
Laserline SD	85195169	December 10, 2010