

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Star Pipe Products, Ltd.		07/20/2012	LIMITED PARTNERSHIP: TEXAS
Star Pipe Canada, Inc.		07/20/2012	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	JP Morgan Chase Bank, N.A.
<b>Street Address:</b>	2200 Ross Ave.
<b>Internal Address:</b>	Floor 9
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2240145	STARGRIP
Registration Number:	1726996	STAR
Registration Number:	3027437	STAR
Registration Number:	3146530	STARFLEX
Serial Number:	85488427	SUPER FLANGE

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: efrazier@fulbright.com

Correspondent Name: Erin Frazier

Address Line 1: 2200 Ross Ave.; Suite 2800

Address Line 4: Dallas, TEXAS 75201

OP \$140.00 2240145

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	11204194
NAME OF SUBMITTER:	Erin Frazier
Signature:	/Erin Frazier/
Date:	07/27/2012

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of July 20, 2012, by STAR PIPE PRODUCTS, LTD., a Texas limited partnership ("Star Products"), and STAR PIPE CANADA, INC., a Texas corporation ("Star Canada", together with Star Products, the "Grantors"), for the benefit of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, "Agent") for itself and for the benefit of the other Lenders (defined below).

WITNESSETH:

WHEREAS, the Grantors party thereto as borrowers, each lender from time to time party thereto (collectively the "Lenders"), and Agent have entered into that certain Credit Agreement of even date herewith (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement", all capitalized terms used herein but not otherwise defined herein shall be used as defined in the Credit Agreement); and

WHEREAS, it is a condition precedent to the Credit Agreement that the Grantors shall have executed and delivered that certain Pledge and Security Agreement dated of even date herewith, made by the Grantors to the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- a) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in 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 applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

- c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);
- d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Lender under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, 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. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

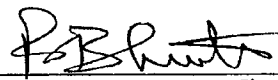
**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

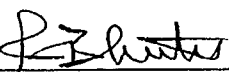
**GRANTORS:**

STAR PIPE PRODUCTS, LTD.

By: Star Pipe, L.L.C., its general partner

By:   
Name: RAMESH BHUJADA .  
Title: Manager

STAR PIPE CANADA, INC.

By:   
Name: RAMESH BHUJADA  
Title: CEO .

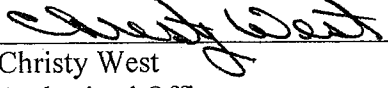
Signature Page to Intellectual Property Security Agreement

TRADEMARK  
REEL: 004830 FRAME: 0944

AGENT:

JPMORGAN CHASE BANK, N.A.

By:

  
Name: Christy West

Title: Authorized Officer

Signature Page to Intellectual Property Security Agreement

TRADEMARK  
REEL: 004830 FRAME: 0945

## Schedule A

### *Patents*

Name of Grantor	Patent Description	Patent Number	Issue Date
Star Pipe Products, Ltd.	Pipe Junction Holder With Novel Torque-Limiting Device	5772252	06/30/1998
Star Pipe Products, Ltd.	Junction Holder For Connecting Pipe With Mechanical Joints	5947527	09/07/1999
Star Pipe Products, Ltd.(formerly known as Star Pipe, Inc.)	Pipe Junction Holder With Novel Torque-Limiting Device	CA 2178769	04/23/2002
Star Pipe Products, Ltd.	Gripping Gaskets	US7784798	08/31/2010
Star Pipe Products, Ltd.(formerly known as Star Pipe, Inc.)	Junction Holder For Connecting Pipe With Mechanical Joints	CA 2189808	01/29/2008
Star Pipe Products, Ltd.	Gripping Gaskets	CA2463271	11/15/2011

### *Patent Applications*

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
Star Pipe Products, Inc.	CA 2440707	09/10/2003	10/259,337
Star Pipe Products, Ltd.	20050047854	09/21/2004	10/945728
Star Pipe Products, Ltd.	20060254916	05/17/2005	11/130,698
Star Pipe Products, Ltd.	CA2547046	05/16/2006	11/130,968



**Schedule B**

*Trademarks*

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Application Serial Number</b>
Star Pipe Products, Ltd.	STARGRIP	04/20/1999	2240145	75239862
Star Pipe Products, Ltd.	STAR	10/27/1992	1726996	74174906
Star Pipe Products, Ltd.	STAR	12/13/2005	3027437	78444026
Star Pipe Products, Inc.	STARFLEX	09/19/2006	1726996	74174906
Star Pipe Products, Ltd.	STAR	01/19/2006	208001	EC4106183

*Trademark Applications*

<b>Name of Grantor</b>	<b>Trademark Application</b>	<b>Application Filing Date</b>	<b>Application Serial Number</b>
Star Pipe Products, Ltd.	STARFLEX	10/25/2004	EC4106084
Star Pipe Products, Ltd.	SUPERFLANGE	12/06/2011	85488427

**Schedule C**

*Copyrights*

None.