

## 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
MCJUNKIN RED MAN CORPORATION		11/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Collateral Trustee		
Street Address:	214 North Tryon Street, 26th Floor		
Internal Address:	c/o U.S. Bank Corporate Trust Services, CDO Trust Services		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3988990	MRC	
Registration Number:	3815308	MRC MCJUNKIN RED MAN	
Registration Number:	3691784	MCJUNKIN RED MAN	
Registration Number:	3865703	GLOBAL SUPPLIER OF CHOICE	
Registration Number:	3889672	MRC MCJUNKIN RED MAN CORPORATION	
Registration Number:	3889677	MRC MIDFIELD	
Registration Number:	3889676	MRC TRANSMARK	
Registration Number:	3691785	MCJUNKIN RED MAN CORPORATION	
Registration Number:	2590281	L	
Serial Number:	85739225	MRC TRANSMARK	
CORRESPONDENCE DATA			
Fax Number:	8004947512		

OP \$265.00 3988990

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

Phone: (202)370-4750  
Email: jmccall@nationalcorp.com  
Correspondent Name: Joanna McCall  
Address Line 1: 1100 G St NW, Suite 420  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F142148
NAME OF SUBMITTER:	Mariee Pilkington
Signature:	/Mariee Pilkington/
Date:	11/12/2012

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 9, 2012 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the "**Trademark Security Agreement**") is made by McJunkin Red Man Corporation (the "**Grantor**") in favor of U.S. Bank National Association, as Collateral Trustee (in such capacity, together with any successor collateral trustee appointed pursuant to Section 6.2 of the Collateral Trust Agreement (as hereinafter defined), the "**Collateral Trustee**") for the benefit of the Secured Parties (as defined below).

WHEREAS, reference is made to (a) that certain Term Loan Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "**Credit Agreement**"), by and among the Grantor, MRC Global Inc. (the "**Parent Grantor**"), the Subsidiary Grantors named therein, the Lenders party thereto from time to time, and Bank of America, N.A., as Administrative Agent (the "**Term Agent**"); and (b) that certain Collateral Trust Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the "**Collateral Trust Agreement**"), by and among the Parent Grantor, the Grantor, the Subsidiary Grantors from time to time party thereto, Bank of America, N.A., in its capacity as Term Agent under the Credit Agreement, and the Collateral Trustee;

WHEREAS, Grantor, Parent Grantor and certain subsidiaries of Parent Grantor 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 it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the "**Security Agreement**") to, among other things, secure the obligations of the Grantor under the Credit Agreement; and

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

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

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Trustee, for the ratable benefit of the Secured Parties a lien on and continuing security interest in all of its right, title and interest in, to and under 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 Credit Agreement, 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 the Grantor for the purpose of, among other things, recording the grant of security interest herein with the USPTO. 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 by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


SECTION 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws 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 Credit Agreement, 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 Third 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 Credit Parties party thereto from time to time, Bank of America, N.A. in its capacity as administrative agent and collateral agent under the Revolving Loan Credit Agreement, the 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 this Trademark Security Agreement and the Intercreditor Agreement, the Collateral Trust Agreement or the Security Agreement, the provisions of the Intercreditor Agreement, the Collateral Trust Agreement or the Security Agreement, as applicable, shall govern and control.

*[Remainder of page intentionally left blank]*

MCJUNKIN RED MAN CORPORATION,  
as Pledgor

By:

  
Name: James E. Braun  
Title: Executive Vice President and  
Chief Financial Officer



(Signature Page to Trademark Security Agreement)



MIDWAY-TRISTATE CORPORATION,  
as Pledgor

By: James E. Braun  
Name: James E. Braun  
Title: Executive Vice President and  
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged:

U.S. BANK NATIONAL  
ASSOCIATION,  
as Collateral Trustee

By: 

Name: James A. Hanley  
Title: Vice President

[Signature Page to Trademark Security Agreement]

Schedule 1

U.S. Trademark Registrations and Applications

<b>Trademark</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Filing Date</b>
MRC	3988990	7/5/2011
MRC MCJUNKIN RED MAN	3815308	7/6/2010
MCJUNKIN RED MAN	3691784	10/6/2009
GLOBAL SUPPLIER OF CHOICE	3865703	10/19/2010
MRC MCJUNKIN RED MAN CORPORATION	3889672	12/14/2010
MRC MIDFIELD	3889677	12/14/2010
MRC TRANSMARK	3889676	12/14/2010
MCJUNKIN RED MAN CORPORATION	3691785	10/6/2009
L & Design	2590281	07/09/2002
MRC TRANSMARK	85/739225	9/26/2012