

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCJUNKIN RED MAN CORPORATION		02/28/2014	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: 1			
Property Type	Number	Word Mark	
Serial Number:	85739225	MRC TRANSMARK	
CORRESPONDENCE DATA			
Fax Number:	6464419059		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128411059		
Email:	trademarks@cov.com		
Correspondent Name:	R. Alexander Clark		
Address Line 1:	620 Eighth Avenue		
Address Line 2:	Covington & Burling LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	035055.00002		
NAME OF SUBMITTER:	Cheryl L. Fountain/Paralegal Specialist		
SIGNATURE:	/cheryllfountain_supp3/		
DATE SIGNED:	10/03/2014		
Total Attachments: 10			
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SUPPLEMENT NO. 3 dated as of February 28, 2014 (this "Supplement") to the SECURITY AGREEMENT dated as of November 9, 2012 (the "Security Agreement") among each of the Grantors listed on the signature pages thereto (each such person individually, a "Grantor" and, collectively, the "Grantors"), and U.S. Bank National Association, as Collateral Trustee under the Credit Agreement referred to below for the Secured Parties.

A. Reference is made to (a) the Term Loan Credit Agreement dated as of November 9, 2012 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement"), among McJunkin Red Man Corporation, a Delaware corporation (the "Borrower"), MRC Global Inc., a Delaware corporation, the Subsidiary Guarantors named therein, the lenders party thereto from time to time, Bank of America, N.A. as administrative agent (the "Term Agent") and U.S. Bank National Association as collateral trustee (the "Collateral Trustee") and (b) the Collateral Trust Agreement dated as of November 9, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time) among the Borrower, the Subsidiary Guarantors named therein, the Term Agent and the Collateral Trustee.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Term Agent and the Collateral Trustee to enter into the Credit Documents and to induce the Secured Parties to make their respective extensions of credit and other accommodations as set forth in the Term Priority Lien Documents.

D. Pursuant to Section 4.1(b) of the Security Agreement, within 60 days after the end of each June and December, each Grantor has agreed to deliver to the Collateral Trustee a written supplement substantially in the form of this Supplement with respect to any additional Copyrights, Patents and Trademarks acquired by such Grantor after the date of the Security Agreement. The Grantors have identified on Schedule I, II, III, IV, V and VI hereto the additional Copyright Licenses, Copyrights, Patent Licenses, Patents, Trademark Licenses and Trademarks acquired by such Grantors after the date of the Security Agreement. The undersigned Grantors are executing this Supplement in order to facilitate supplemental filings to be made by the Collateral Trustee with the United States Copyright Office and the United States Patent and Trademark Office.

Accordingly, the Collateral Trustee and the Grantors agree as follows:

SECTION 1. (a) Schedule I of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule I hereto, (b) Schedule II of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule II hereto, (c) Schedule III of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule III hereto, (d) Schedule IV of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule IV hereto, (e) Schedule V of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule V hereto and (f) Schedule VI of the

Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule VI hereto.

SECTION 2. Each Grantor hereby grants to the Collateral Trustee for the benefit of the Secured Parties a security interest in the Intellectual Property set forth in Schedules I, II, III, IV, V and VI hereto. Each Grantor hereby represents and warrants that the information set forth on Schedules I, II, III, IV, V and VI hereto is true and correct as of the date hereof.

SECTION 3. This Supplement may be executed by one or more of the parties to this Supplement 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. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Trustee and the Borrower. This Supplement shall become effective as to each Grantor when the Collateral Trustee shall have received counterparts of this Supplement that, when taken together, bear the signatures of such Grantor and the Collateral Trustee.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All notices, requests and demands pursuant hereto shall be made in accordance with Section 8.3 of the Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth on Schedule 14.02 to the Credit Agreement.

SECTION 8. Each Grantor agrees to reimburse the Collateral Trustee for its respective reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Trustee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor and the Collateral Trustee have duly executed this Supplement to the Security Agreement as of the day and year first above written.

MRC GLOBAL INC., as Parent Grantor



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

MCJUNKIN RED MAN CORPORATION, as
Grantor

By: Justin M. Whittenburg
Justin M. Whittenburg
Assistant Corporate Secretary

MIDWAY-TRISTATE CORPORATION
MCJUNKIN RED MAN DEVELOPMENT
CORPORATION
MILTON OIL & GAS COMPANY
GREENBRIER PETROLEUM CORPORATION
RUFFNER REALTY COMPANY
MRC MANAGEMENT COMPANY
THE SOUTH TEXAS SUPPLY COMPANY, INC.,
as Subsidiary Grantors

By: Justin M. Whittenburg
Justin M. Whittenburg
Assistant Corporate Secretary

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Trustee

By: _____
Name:
Title:

SCHEDULE I
TO SUPPLEMENT NO. 3

[SIGNATURE PAGE TO SUPPLEMENT NO. 3 TO SECURITY AGREEMENT]

TRADEMARK
REEL: 005374 FRAME: 0125

IN WITNESS WHEREOF, each Grantor and the Collateral Trustee have duly executed this Supplement to the Security Agreement as of the day and year first above written.

MRC GLOBAL INC., as Parent Grantor



By:

James E. Braun
Executive Vice President and
Chief Financial Officer

MCJUNKIN RED MAN CORPORATION, as
Grantor

By:

Justin M. Whittenburg
Assistant Corporate Secretary

MIDWAY-TRISTATE CORPORATION
MCJUNKIN RED MAN DEVELOPMENT
CORPORATION
MILTON OIL & GAS COMPANY
GREENBRIER PETROLEUM CORPORATION
RUFFNER REALTY COMPANY
MRC MANAGEMENT COMPANY
THE SOUTH TEXAS SUPPLY COMPANY, INC.,
as Subsidiary Grantors

By:

Justin M. Whittenburg
Assistant Corporate Secretary

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Trustee

By:

Name: James A. Hanley
Title: Vice President

SCHEDULE I
TO SUPPLEMENT NO. 3

[SIGNATURE PAGE TO SUPPLEMENT NO. 3 TO SECURITY AGREEMENT]

EXCLUSIVE LICENSES OF U.S. REGISTERED COPYRIGHTS

[There has been no change to the information set forth on Schedule I to the Security Agreement since the date thereof.]

COPYRIGHTS

[There has been no change to the information set forth on Schedule II to the Security Agreement since the date thereof.]

EXCLUSIVE LICENSES OF U.S. REGISTERED PATENTS

[There has been no change to the information set forth on Schedule III to the Security Agreement since the date thereof.]

PATENTS

[There has been no change to the information set forth on Schedule IV to the Security Agreement since the date thereof.]

EXCLUSIVE LICENSES FOR U.S. TRADEMARKS

[There has been no change to the information set forth on Schedule V to the Security Agreement since the date thereof.]

TRADEMARKS

Registered Owner	Description	Registration No.	Registration Date	Status
McJunkin Red Man Corporation	MRC	WIPO Intl. Reg. No. 1133805 Extended to Australia(7/18/2013) and Kazakstan(1/2/2014)	9/26/2012	Registered
McJunkin Red Man Corporation	GLOBAL SUPPLIER OF CHOICE	WIPO Intl. Reg. No. 1138416 Extended to Korea(10/31/2013)	9/26/2012	Registered

Registered Owner	Description	Application No.	Application Date	Status
McJunkin Red Man Corporation	MRC	Canada No. 1596244	9/28/2012	Pending
McJunkin Red Man Corporation	MRC TRANSMARK	US Serial No. 85739225	9/26/2012	Pending
McJunkin Red Man Corporation	MCJUNKIN RED MAN	Canada No. 1596243	9/28/2012	Pending
McJunkin Red Man Corporation	GLOBAL SUPPLIER OF CHOICE	Canada No. 1596242	9/28/2012	Pending
McJunkin Red Man Corporation	GLOBAL SUPPLIER OF CHOICE	WIPO Intl. Reg. No. 1138416 Extension pending for Kazakhstan; Extension refused for European Community, Singapore, Australia and China	9/26/2012	Pending
McJunkin Red Man Corporation	GLOBAL SUPPLIER OF CHOICE	New Zealand No. 967693	10/25/2012	Pending