

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webco Industries, Inc.		03/02/2017	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60670		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87113070	CR50	
Serial Number:	87335736	WEBCO FINISHLINE ST	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S Wacker Drive, Ste 6600		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer Bleskin		
SIGNATURE:	/s/ Jennifer Bleskin		
DATE SIGNED:	03/17/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 2, 2017, 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, (a) 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, and (b) the Grantor, Webco Tube, P&J, HMPWebco, the Lenders and the Administrative Agent have entered into an Amendment No. 4 to Credit Agreement dated as of March 2, 2017 (the "Amendment") which, among other things, amends the Credit Agreement;

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, and as required by the Amendment Documents (as defined in the Amendment), 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: 

Michael P. Howard, Senior Vice President and
Chief Financial Officer

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: Authorized Officer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Trademark Applications</u>	<u>Serial Number</u>	<u>Filing Date</u>
CR50	87113070	July 22, 2016
Webco Finishline ST Logo	87335736	February 14, 2017