

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420507

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ASSIGNEE NAME AND ZIP CODE previously recorded on Reel 006011 Frame 0441. Assignor(s) hereby confirms the ASSIGNMENT.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Webco Industries, Inc.		03/02/2017	Corporation: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 S Dearborn		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87113070	CR50	
<b>Serial Number:</b>	87335736	WEBCO FINISHLINE ST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	jbleskin@schiffhardin.com		
<b>Correspondent Name:</b>	Jennifer Bleskin		
<b>Address Line 1:</b>	233 S Wacker Dr Ste 6600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Jennifer Bleskin		
<b>SIGNATURE:</b>	/s/ Jennifer Bleskin		
<b>DATE SIGNED:</b>	03/21/2017		
<b>Total Attachments: 7</b>			
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<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

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

REEL 006014 FRAME 0187

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**RECEIPT INFORMATION**

**ETAS ID:** TM420121  
**Receipt Date:** 03/17/2017  
**Fee Amount:** \$65

**TRADEMARK****REEL 006014 FRAME 0188**

## 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