

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462235

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bull Moose Tube Company | | 12/19/2017 | Corporation: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. Bank National Association | | |
| Street Address: | One U.S. Bank Plaza | | |
| Internal Address: | 12th Floor | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63101 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2464340 | ULTRA EDDY | |
| Registration Number: | 2316643 | BMT | |
| Registration Number: | 3925168 | BULL MOOSE TUBE | |
| Registration Number: | 2361772 | EDDY FLOW | |
| Registration Number: | 3925167 | EDDY PIPE | |
| Registration Number: | 2361775 | EDDY LITE | |
| Registration Number: | 2364141 | EDDYTHREAD- 40 | |
| Registration Number: | 2399225 | | |
| Registration Number: | 4759991 | REDDI-PIPE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3148624656 | | |
| <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: | 314-863-7733 | | |
| Email: | SFACTION@SPENCERFANE.COM | | |
| Correspondent Name: | Glenn K. Robbins II, Spencer Fane LLP | | |
| Address Line 1: | 1 N. Brentwood Blvd. | | |
| Address Line 2: | Suite 1000 | | |
| Address Line 4: | St. Louis, MISSOURI 63105-3925 | | |

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| ATTORNEY DOCKET NUMBER: | 5024441-1STL |
| NAME OF SUBMITTER: | Glenn K. Robbins II |
| SIGNATURE: | /Glenn K. Robbins II/ |
| DATE SIGNED: | 02/15/2018 |

Total Attachments: 13

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PATENT AND TRADEMARK SECURITY AGREEMENT

Reference is hereby made to that certain Amended and Restated Loan Agreement dated as of September 29, 2017, by and among Bull Moose Tube Company, a Missouri corporation (the "Borrower"), the Lenders from time to time party thereto and U.S. Bank National Association as the Swing Line Lender, the L/C Issuer and the Administrative Agent, as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Patent and Trademark Security Agreement (this "Agreement") shall have the respective meanings ascribed to them in the Loan Agreement.

This Agreement is made as of the 19TH day of December, 2017, by Bull Moose Industries, Inc., a Delaware corporation, and the parent corporation of the Borrower (the "Debtor") in favor of the Administrative Agent for the benefit of the Senior Secured Creditors.

WITNESSETH:

WHEREAS, the Borrower and the Bank Group Parties previously entered into the Loan Agreement; and

WHEREAS, the Borrower previously executed that certain Patent and Trademark Security Agreement (the "Borrower IP Security Agreement") dated as of December 19, 2012, in favor of the Administrative Agent for the benefit of the Senior Secured Creditors, pursuant to which the Borrower has granted to the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and lien on all right, title and interest of Borrower in and to, among other things, all of its patents and trademarks, including the Trademarks (as defined herein) described on Schedules C and D attached hereto, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof; and

WHEREAS, the Borrower IP Security Agreement was executed in connection with and in addition to the Security Agreement (the "Borrower Security Agreement") executed by the Borrower in favor of the Administrative Agent for the benefit of the Senior Secured Creditors pursuant to which the Borrower has granted to the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and lien on, among other things, all of the Borrower's accounts, accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, goodwill, patents, patent applications, trademarks, trademark applications and licenses), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by the Borrower and all cash and non-cash proceeds thereof;

WHEREAS, for intercompany administrative purposes, the Borrower now wishes to assign to the Debtor all right, title and interest in and to the Trademarks and any and all rights to any registration thereof or application for registration thereof which may now or hereafter exist, and the goodwill of the business symbolized thereby (the "Assignment") and has requested the Bank Group Parties' consent to the same; and

WHEREAS, the Borrower will license the Trademarks from the Debtor and will continue to use the Trademarks in its business and with respect to all of its assets in which the Senior Secured Creditors have a security interest under the Borrower Security Agreement; and

WHEREAS, as a condition precedent to their consent to the Assignment, the Bank Group Parties have required that the Debtor execute and deliver this Agreement to the Administrative Agent for the benefit of the Senior Secured Creditors; and

WHEREAS, the Debtor has agreed to execute and deliver this Agreement to the Administrative Agent for the benefit of the Senior Secured Creditors;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Administrative Agent as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

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(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b) and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to any Senior Secured Creditor evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any other Loan Document and (iii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by any Senior Secured Creditor upon the occurrence of any default or event of default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing any Senior Secured Creditor in connection with any proceedings by, against or involving the Debtor under any Debtor Relief Laws (hereinafter collectively referred to as the "Secured Obligations").

2. Debtor Waivers.

(a) Notice of the acceptance of this Agreement, and of the incurrance of any of the Secured Obligations, and presentment, demand for payment, notice of dishonor, protest, notice of protest and of default by the Borrower are hereby waived by the Debtor. The Debtor hereby agrees that (a) the Administrative Agent may exercise its rights and remedies against the Collateral under this Agreement independently of and without proceeding against the Borrower, any guarantor of any or all of the Secured Obligations and/or any other Obligor or foreclosing or exercising any other rights or remedies against or with respect to any other collateral pledged to any Senior Secured Creditor by the Borrower, any other Obligor and/or any other Person and (b) any Senior Secured Creditor may from time to time in their sole and absolute discretion, without notice to or consent of the Debtor, without affecting the pledge of the Collateral under this Agreement and without releasing the Debtor from any of the Debtor's obligations under this Agreement, (i) increase the principal amount of, extend the time of payment of, change the interest rates on, renew and/or change the manner, place, time and/or terms of payment of and/or make any other changes with respect to any or all of the Secured Obligations, (ii) sell, exchange, release, surrender and otherwise deal with any collateral pledged to any Senior Secured Creditor by the Borrower, any other Obligor (other than the Debtor) and/or any other Person to secure any or all of the Secured Obligations, (iii) release and otherwise deal with any guarantor of any or all of the Secured Obligations and/or any other Obligor (other than the Debtor), (iv) exercise or refrain from exercising any rights against the Borrower, any guarantor of any or all of the Secured Obligations and/or any other Obligor (other than the Debtor) and otherwise act or refrain from acting with respect to the Borrower, any guarantor of any or all of the Secured Obligations and/or any other

Obligor (other than the Debtor) and/or (v) settle or compromise any or all of the Secured Obligations with the Borrower.

(b) The Debtor shall have no right of subrogation, reimbursement, contribution or indemnity whatsoever with respect to the Borrower, any guarantor of any or all of the Secured Obligations and/or any other Obligor and no right of recourse to or with respect to any Property or assets of the Borrower, any guarantor of any or all of the Secured Obligations and/or any other Obligor or to any collateral or other security for the payment of any or all of the Secured Obligations unless and until (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of any Senior Secured Creditor to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of the Borrower under the Loan Agreement and/or any other Loan Document, (c) no Letters of Credit shall remain outstanding, (d) no Swap Contracts between the Borrower and any Senior Secured Creditor shall remain in effect, (e) the Loan Agreement shall have expired or been terminated in accordance with its terms and (f) this Agreement shall have been terminated in accordance with its terms.

(c) No invalidity, irregularity or unenforceability of any or all of the Secured Obligations or of any collateral or any guarantees therefor shall affect, impair or be a defense to this Agreement. The pledge of the Collateral by the Debtor to the Administrative Agent pursuant to this Agreement shall in no way be affected or impaired by any acceptance by any Senior Secured Creditor of any other collateral for or any guarantees of any of the Secured Obligations, or by any failure, neglect or omission on the part of any Senior Secured Creditor to realize upon or protect any of the Secured Obligations or any collateral therefor or guarantees thereof. No act of commission or omission of any kind by any Senior Secured Creditor (including, without limitation, any act or omission which impairs, reduces the value of, releases or fails to perfect a lien upon, any collateral for or guarantee of any of the Secured Obligations) shall affect or impair the pledge of the Collateral by the Debtor to the Agent pursuant to this Agreement and/or the obligations of the Debtor under this Agreement in any manner.

(d) The Debtor hereby waives any right to require any Senior Secured Creditor to (a) proceed against the Borrower or any other Person, (b) marshal assets or proceed against or exhaust any security held from the Borrower or any other Person, (c) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from the Borrower or any other Person (other than the Debtor), (d) take any action or pursue any other remedy in the power of any Senior Secured Creditor and/or (e) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor under this Agreement or in connection with any obligations or evidences of indebtedness held by any Senior Secured Creditor as security for or which constitute in whole or in part the Secured Obligations, or in connection with the creation of new or additional Secured Obligations.

(e) The Debtor hereby waives any defense to its obligations under this Agreement based upon or arising by reason of (a) any disability or other defense of the Borrower or any other Person, (b) the cessation or limitation from any cause whatsoever, other than indefeasible payment in full, of the Secured Obligations, (c) any lack of authority of any officer, director, partner, agent or any other person or entity acting or purporting to act on behalf of the Borrower, or any defect in the formation of the Borrower, (d) the application by the Borrower of the proceeds of any of the Secured Obligations for purposes other than the purposes represented by the Borrower to, or intended or understood by any Senior Secured Creditor and/or the Debtor, (e) any act or omission by any Senior Secured Creditor which directly or indirectly results in or aids the discharge of the Borrower or all or any portion of the Secured Obligations by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of any Senior Secured Creditor against the Borrower, (f) any impairment of the value of any interest in any security for the Secured Obligations or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security, (g) any modification of any or all of the Secured Obligations, in any form whatsoever, including, without limitation, the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, any or all of the Secured Obligations, including increasing or decreasing the rate of interest thereon and/or (h) any requirement that any Senior Secured Creditor give any notice of acceptance of this Agreement. The Debtor hereby further waives all rights and defenses which the Debtor may have arising out of (a) any election of remedies by any Senior Secured Creditor, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Secured Obligations, destroys the Debtor's rights of subrogation or the Debtor's rights to proceed against the Borrower for reimbursement or (b) any loss of rights the Debtor may suffer by reason of any rights, powers or remedies of the Borrower in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging the Secured Obligations, whether by operation of law or otherwise, including any rights which the Debtor may have to a fair market value hearing to determine the

size of a deficiency following any foreclosure sale or other disposition of any real property security for any portion of the Secured Obligations. THE DEBTOR HEREBY FURTHER WAIVES ANY AND ALL OTHER SURETYSHIP DEFENSES.

3. Representations, Warranties and Covenants of Debtor. The Debtor hereby represents and warrants to the Administrative Agent, and covenants and agrees with the Administrative Agent, that:

(a) all of the Patents, registered Trademarks and applications for registration of Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Debtor's knowledge, each of the Patents and Trademarks is valid and enforceable;

(c) (i) no claim has been made that the use of (any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses (other than a license to Borrower), registered user agreements, shop rights and covenants by the Debtor not to sue third persons;

(e) the Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) the Debtor has the exclusive, royalty-free right and license to use the Patents and Trademarks and agrees not to assign ownership of, transfer any rights or interest in or grant or permit any Liens on any of the Patents and/or Trademarks during the term of this Agreement; and

(h) the Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents and/or Trademarks.

4. Inspection Rights; Product Quality. The Debtor will permit inspection of the Debtor's facilities which manufacture, inspect or store products sold under any of the Patents and/or Trademarks and inspection of the products and records relating thereto by any Senior Secured Creditor during normal business hours and at other reasonable times. The Debtor will reimburse each Senior Secured Creditor upon demand for all reasonable costs and expenses incurred by such Senior Secured Creditor in connection with any such inspection conducted by such Senior Secured Creditor while any Default or Event of Default under the Loan Agreement has occurred and is continuing. The Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide the Administrative Agent, upon the Administrative Agent's reasonable request from time to time, with a certificate of an officer of the Debtor certifying the Debtor's compliance with the foregoing.

5. Further Assurances. The Debtor hereby agrees that, unless and until (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of any Senior Secured Creditor to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Borrower under the Loan Agreement and/or any other Loan Document, (c) no Letters of Credit shall remain outstanding, (d) no Swap Contracts between the Borrower and any Senior Secured Creditor shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, it will not, without the prior written consent of the Administrative Agent, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Debtor's obligations under this Agreement, the Loan Agreement and/or any other Loan Document and the Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement. The Debtor further agrees that at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver to the Administrative Agent any and all further

instruments and documents and take any and all further action that the Administrative Agent may request in good faith in order to perfect and protect the security interest granted by the Debtor to the Administrative Agent pursuant to this Agreement with respect to the Patents and Trademarks or to enable the Administrative Agent to exercise its rights and remedies under this Agreement with respect to the same.

6. Additional Patents and Trademarks. If the Debtor (a) becomes aware of any existing Patents and/or Trademarks of which the Debtor has not previously informed the Administrative Agent, (b) obtains rights to any new patentable inventions, Patents, registered Trademarks and/or applications to register Trademarks or (c) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Administrative Agent prompt written notice thereof.

7. Modification by the Administrative Agent. The Debtor hereby irrevocably authorizes the Administrative Agent to modify this Agreement by amending Schedules A, B, C, and/or D to include any future patents, patent applications, trademarks, trademark applications, service marks, service mark applications, service mark registrations and/or trade names covered by Paragraphs 1 and 5 hereof, without the signature of the Debtor if permitted by applicable Law.

8. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Loan Agreement has occurred and is continuing, the Debtor may use the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.

9. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code and/or other applicable Law as enacted in any jurisdiction in which the Debtor or any of the Patents and/or Trademarks may be located and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks (together with, in the case of Trademarks, the goodwill of the Debtor associated therewith), or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or Trademarks all expenses (including, without limitation, all expenses for brokers' fees and reasonable attorney's fees and expenses), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the manner and order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents and/or Trademarks shall be given to the Debtor at least five (5) Business Days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any Senior Secured Creditor and/or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released to the maximum extent permitted by applicable Law. The Debtor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreement, the use by any Senior Secured Creditor of the Patents and/or Trademarks shall be worldwide, and without any liability for royalties or other related charges from any Senior Secured Creditor to the Debtor. If an Event of Default under the Loan Agreement shall occur and be continuing, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents and/or Trademarks, and, if the Administrative Agent shall commence any such suit, the Debtor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights and remedies under this Agreement. All of the Administrative Agent's rights and remedies with respect to the Patents and/or Trademarks, whether established hereby, by the Security Agreement or by any other agreement or by Law shall be cumulative and may be exercised singularly or concurrently.

10. Termination of Agreement. At such time as (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of any Senior Secured Creditor to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Borrower under the Loan Agreement and/or any other Loan Document, (c) no Letters of Credit shall remain outstanding, (d) no Swap Contracts between the Borrower and any Senior Secured Creditor shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and, upon the Debtor's

written request, the Administrative Agent shall execute and deliver to the Debtor all instruments as may be necessary or proper to extinguish the Administrative Agent's security interest in the Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement. If claim is ever made on any Senior Secured Creditor for repayment or recovery of any amount or amounts received by such Senior Secured Creditor in payment or on account of any of the Secured Obligations (including payment under a guaranty or from application of collateral) and Senior Secured Creditor repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such Senior Secured Creditor or any Property of such Senior Secured Creditor or (b) any settlement or compromise of any such claim effected by such Senior Secured Creditor with any such claimant (including, without limitation, the Debtor), then and in such event the Debtor agrees that any such judgment, decree, order, settlement or compromise shall be binding on the Debtor, notwithstanding any cancellation of any note or other instrument or agreement evidencing such Secured Obligations or of this Agreement, and this Agreement shall continue to be effective or be reinstated, as the case may be, and shall secure the payment of the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Senior Secured Creditor. This Agreement shall continue to be effective or be reinstated, as the case may be, if (a) at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Senior Secured Creditor upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though such payment had not been made or (b) this Agreement is released in consideration of a payment of money or transfer of Property or grant of a security interest by the Debtor or any other Person and such payment, transfer or grant is rescinded or must otherwise be returned by any Senior Secured Creditor upon the insolvency, bankruptcy or reorganization of such Person or otherwise, all as though such payment, transfer or grant had not been made.

11. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation, negotiation, administration and/or enforcement of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by the Debtor on demand by the Administrative Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of two percent (2%) per annum over and above the Floating Rate (which interest rate shall fluctuate as and when the Floating Rate shall change) or the highest rate of interest allowed by Law from the date incurred until reimbursed by the Debtor.

12. Preservation of Patents. The Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks and (c) to preserve and maintain all rights in the Patents and Trademarks, in each case as is commercially reasonable. Any expenses incurred in connection with the Debtor's obligations under this Section 11 shall be borne by the Debtor.

13. Administrative Agent Appointed Attorney In Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer, employee or agent of the Administrative Agent as the Administrative Agent may select, in its sole discretion, as the Debtor's true and lawful agent and attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or Trademarks to anyone else. The Debtor hereby ratifies all that such agent or attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

14. No Waiver. No course of dealing between the Debtor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Administrative Agent and consented to by the Required Lenders, except as provided in Paragraph 6 above.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement without the prior written consent of each Senior Secured Creditor and any purported assignment, transfer or delegation without the prior written consent of each Senior Secured Creditor shall be null and void.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive Laws of the United States of America and the State of Missouri (without reference to conflict of law principles); provided, however, that, to the extent that the Uniform Commercial Code requires the application of the Laws of another jurisdiction with respect to the perfection, the effect of the perfection or non-perfection and/or the priority of the security interests and liens created by this Agreement, the Laws of such other jurisdiction shall apply to such matters.

19. Consent to Jurisdiction; Waiver of Jury Trial. THE DEBTOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY MISSOURI STATE COURT SITTING IN THE CITY OR COUNTY OF ST. LOUIS, MISSOURI OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AS THE ADMINISTRATIVE AGENT MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (B) AGREES THAT ALL CLAIMS IN RESPECT TO SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS, (C) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THE DEBTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND (D) WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. **THE DEBTOR (AND BY ITS ACCEPTANCE OF THIS AGREEMENT, THE ADMINISTRATIVE AGENT) HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH THE DEBTOR AND THE ADMINISTRATIVE AGENT ARE PARTIES RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**

[Signature page follows]

IN WITNESS WHEREOF, the Debtor has executed this Patent and Trademark Security Agreement as of the date set forth on the first page.

BULL MOOSE INDUSTRIES, INC. ("Debtor")

By T.A. Schulz
Name: Theodore A. SCHULZ
Title: CFO

SCHEDULE A

Patents

NONE

SCHEDULE B


Patent Applications

NONE

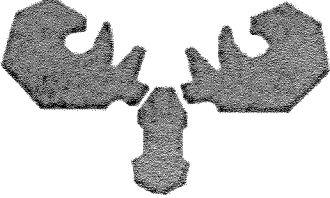
SCHEDULE C

Trademark Registrations

U.S. TRADEMARKS

| MARK | REGISTRATION # | REGISTERED DATE |
|--|-----------------------|------------------------|
| ULTRA EDDY | 2464340 | 06/26/2001 |
| BMT BMT | 2316643 | 02/08/2000 |
| BULL MOOSE TUBE BULL MOOSE TUBE | 3925168 | 03/01/2011 |
| EDDY FLOW EDDY FLOW | 2361772 | 06/27/2000 |
| EDDY PIPE EDDY PIPE | 3925167 | 03/01/2011 |
| EDDYLITE EDDYLITE | 2361775 | 06/27/2000 |
| EDDYTHREAD- 40 EDDYTHREAD- 40 | 2364141 | 06/04/2000 |
|  (DESIGN ONLY) | 2399225 | 10/31/2000 |
| REDDI-PIPE REDDI-PIPE | 4759991 | 06/23/2015 |

CANADIAN TRADEMARKS

| MARK | REGISTRATION # | REGISTERED DATE |
|--|-----------------------|------------------------|
| BMT | TMA552748 | 10/22/2001 |
| BULL MOOSE TUBE | TMA556000 | 01/07/2002 |
| BULL MOOSE TUBE LTD. | TMA555999 | 01/07/2002 |
| EDDY FLOW | TMA552746 | 10/22/2001 |
| EDDYPIPE | TMA552747 | 10/22/2001 |
| MOOSE HEAD DESIGN  | TMA552677 | 10/19/2001 |

SCHEDULE D

Applications For Trademark Registration

NONE