

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496381

<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>
Southern Tube LLC		10/31/2018	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4773378	STL SOUTHERN TUBE LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>Phone:</b>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Moira Sheehan		
<b>SIGNATURE:</b>	/Moira Sheehan/		
<b>DATE SIGNED:</b>	11/01/2018		
<b>Total Attachments: 8</b>			
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SECOND AMENDED AND RESTATED NOTICE AND CONFIRMATION  
OF GRANT OF SECURITY INTEREST IN TRADEMARKS

SECOND AMENDED AND RESTATED NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 31, 2018, made by Boomerang Tube, LLC, a Delaware limited liability company having a principal place of business at 14567 N. Outer Forty Road, 5th Floor, Chesterfield, Missouri 63017 (the "Borrower"), and Southern Tube LLC, a Texas limited liability company having a principal place of business at 14567 North Outer Forty Road, 5<sup>th</sup> Floor, Chesterfield, Missouri 63017 ("Southern Tube" and collectively with Borrower, the "Grantors" and each, a "Grantor"), in favor of Cortland Capital Market Services LLC, having a place of business at 225 W. Washington St., 9<sup>th</sup> Floor, Chicago, Illinois 60606, as collateral agent (in such capacity, and together with its successors and assigns, the "Agent") for the banks and other financial institutions (collectively, the "Lenders"; individually a "Lender") which are parties to the Second Amended and Restated Term Credit Agreement, dated as October 31, 2018 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Agent, and the other parties thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower, the other Granting Parties (other than Southern Tube) and the other parties thereto are party to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of July 14, 2016 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Guarantee and Collateral Agreement"); and

WHEREAS, the Borrower, the other Granting Parties and the other parties thereto are party to that certain Second Amended and Restated Guarantee and Collateral Agreement, dated as of October 31, 2018 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Guarantee and Collateral Agreement"); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, from and after the Restatement Effective Date, the Guarantee and Collateral Agreement shall amend and restate the Existing Guarantee and Collateral Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower and Southern Tube unconditionally granted, assigned and pledged to the Agent, for the benefit of each Lender, to secure the Obligations, a continuing security interest in all of its Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Borrower and Southern Tube have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to enter into the Credit Agreement and to make

their respective extensions of credit to the Borrower thereunder, the Borrower and Southern Tube agree, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or Guarantee and Collateral Agreement, as applicable.

“Proceeds”: all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect in the State of New York on the date hereof.

“Trademark Licenses”: with respect to the Borrower and any other Grantor, all United States written license agreements of the Borrower or such Grantor providing for the grant by or to the Borrower or such Grantor of any right under any United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, other than agreements with any Person who is an Affiliate or a Subsidiary of the Borrower or such Grantor, including, without limitation, any material license agreements, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

“Trademarks”: with respect to the Borrower and any other Grantor, all of the Borrower’s or such Grantor’s right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant or enforcement of a security interest in such intent to use application would invalidate or otherwise jeopardize the Borrower’s or such Grantor’s rights therein or in the resulting registration), and any renewals thereof, including, without limitation, each registration and application, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of the Borrower or such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

“Secured Parties”: the collective reference to (i) the Administrative Agent, (ii) the Agent, (iii) the Lenders, (iv) the Non-Lender Secured Parties, and (v) the respective successors and assigns and the permitted transferees and endorsees of each of the foregoing.

SECTION 2. Confirmation of Grant of Security Interest. The Borrower and Southern Tube hereby each confirm that, pursuant to the Guarantee and Collateral Agreement, it unconditionally granted, assigned and pledged to the Agent (and hereby does unconditionally grant, assign and pledge to the Agent), for the benefit of each Lender, to secure the Obligations, a continuing security interest in all of its respective right, title, and interest in and to the following,

whether now owned or hereafter acquired or arising and wherever located: (i) Trademarks and Trademark Licenses of Borrower and Southern Tube (including, without limitation, those items listed on Schedule I hereto), and (ii) to the extent not otherwise included, all of the Proceeds and products, whether tangible or intangible, of any of the foregoing Trademarks and Trademark Licenses.

Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include (and no security interest is or will be granted pursuant to the Guarantee and Collateral Agreement or this Agreement in) the following: (i) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of the Borrower or any other Grantor if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (i) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Agent's security interest or lien notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of this clause (i) shall in no way be construed to limit, impair, or otherwise affect any of Agent's or any Lender's continuing security interests in and liens upon any rights or interests of Borrower or any Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or Stock (including any Accounts or Stock), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement, or Stock); or (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral (and a security interest shall be granted therein pursuant to the Guarantee and Collateral Agreement and this Agreement).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower and Southern Tube for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower and Southern Tube do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks and Trademark Licenses are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

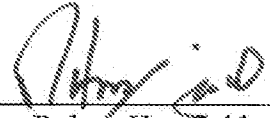
SECTION 6. Governing Law. The Agreement and any claims, controversy, dispute or cause of action (whether in contract, or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules on conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

\* \* \*

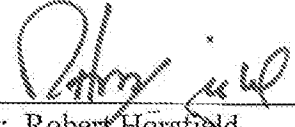
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the date first written above.

**BOOMERANG TUBE, LLC**

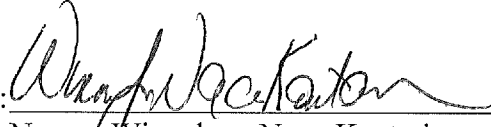
By:   
Name: Robert Horsfield  
Title: VP, CFO & Asst. Secretary

**SOUTHERN TUBE LLC**

By:   
Name: Robert Horsfield  
Title: VP, CFO & Asst. Secretary

Acknowledged and Agreed to as of the date  
hereof by:

CORTLAND CAPITAL MARKET SERVICES  
LLC,  
as Agent

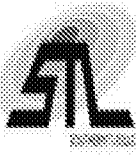
By:   
Name: Winnalynn Nacu Kantaris  
Title: Associate General Counsel



SCHEDULE I

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
Boomerang Tube, LLC	BOOMERANG  BOOMERANG	RN: 4049116 SN: 85289385	April 7, 2011	November 1, 2011
Boomerang Tube, LLC	BOOMERANG  BOOMERANG	RN: 3877205 SN: 77065501	December 15, 2006	November 16, 2010
Boomerang Tube, LLC	BOOMERANG and Design  	RN: 3880158 SN: 77065486	December 15, 2006	November 23, 2010
Boomerang Tube, LLC	BOOMERANG TUBE  BOOMERANG TUBE	RN: 4105836 SN: 77480498	May 21, 2008	February 28, 2012
Boomerang Tube, LLC	BOOMERANG TUBE and Design  	RN: 4105844 SN: 77489840	June 3, 2008	February 28, 2012
Boomerang Tube, LLC	BOOMERANG TUBE, LLC  BOOMERANG TUBE, LLC	RN: 3967830 SN: 85057126	June 8, 2010	May 24, 2011
Boomerang Tube, LLC	BOOMERANG TUBE, LLC and Design  	RN: 3967829 SN: 85057119	June 8, 2010	May 24, 2011
Boomerang Tube, LLC	Design Only  	RN: 3975879 SN: 85048440	May 26, 2010	June 7, 2011

Southern Tube LLC		RN: 4773378 SN: 85951141	June 5, 2013	July 14, 2015
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Trade Names

None.

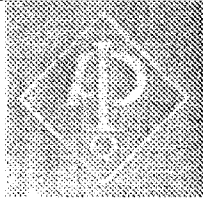
Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

LICENSEE	LICENSOR	COUNTRY/STATE	REGISTRATION/ APPLICATION NUMBER	TRADEMARK
<b>Boomerang Tube, LLC</b>	<b>American Petroleum Institute</b>	<b>U.S.A.</b>		
<b>Boomerang Tube, LLC</b>	<b>Hunting Energy Services Inc.</b>	<b>U.S.A.</b>		