

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boomerang Tube, LLC		11/27/2018	Limited Liability Company: DELAWARE
Southern Tube LLC		11/27/2018	Limited Liability Company: TEXAS
Boomerang Tube Holdings, Inc.		11/27/2018	Corporation: DELAWARE
BTCSP, LLC		11/27/2018	Limited Liability Company: DELAWARE
BT Financing, Inc.		11/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 FOUNTAIN SQUARE PLAZA		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4049116	BOOMERANG	
Registration Number:	3877205	BOOMERANG	
Registration Number:	3880158	BOOMERANG	
Registration Number:	4105836	BOOMERANG TUBE	
Registration Number:	4105844	BOOMERANG TUBE	
Registration Number:	3967830	BOOMERANG TUBE, LLC	
Registration Number:	3967829	BOOMERANG TUBE, LLC	
Registration Number:	3975879		
Registration Number:	4773378	STL SOUTHERN TUBE LLC	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-348-5400
Email: ipmailbox@mcdonaldhopkins.com
Correspondent Name: McDonald Hopkins LLC
Address Line 1: 600 Superior Avenue, East, Suite 2100
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	10023-00443
NAME OF SUBMITTER:	Kimberly Hefner
SIGNATURE:	/Kimberly Hefner/
DATE SIGNED:	05/08/2019

Total Attachments: 6

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NOTICE AND CONFIRMATION
OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 27, 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 ("Boomerang"), Southern Tube LLC, a Texas limited liability company having a principal place of business at 13500 Industrial Road, Houston, Texas 77015 ("Southern" and together with Boomerang, collectively, the "Borrower"), Boomerang Tube Holdings, Inc., a Delaware corporation having a principal place of business at 14567 North Outer Forty Road, 5th Floor, Chesterfield, Missouri 63017 ("Holdings"), BTCSP, LLC, a Delaware limited liability company having a principal place of business at 14567 North Outer Forty Road, 5th Floor, Chesterfield, Missouri 63017 ("BTCSP"), and BT Financing, Inc., a Delaware corporation having a principal place of business at 14567 North Outer Forty Road, 5th Floor, Chesterfield, Missouri 63017 ("BT" and together with Holdings, BTCSP and the Borrower, collectively, the "Grantors" and each, a "Grantor"), in favor of Fifth Third Bank, having a place of business at 38 Fountain Square, MD 10907P, Cincinnati, OH 45263, as 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 Credit Agreement, dated as of November 27, 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 Agent, Grantors and the other parties thereto are party to that certain Guaranty and Security Agreement, dated as of November 27, 2018 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors unconditionally granted to the Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of its Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantors 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 Grantors 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 {7760083:4 }

provided or provided by reference in the Credit Agreement or Guaranty and Security Agreement, as applicable.

“Secured Parties”: the collective reference to (i) the Agent, (ii) the Lender Parties (as defined in the Guaranty and Security Agreement), and (iii) 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 Grantors hereby each confirm that, pursuant to the Guaranty and Security Agreement, it unconditionally granted to the Agent (and hereby does unconditionally grant, assign and pledge to the Agent), for the benefit of each Secured Party, 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 Grantors (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 Guaranty and Security Agreement or this Agreement in) any Excluded Property (as defined in the Guaranty and Security Agreement).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Guaranty and Security Agreement. The Guaranty and Security 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 Grantors 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 Guaranty and Security 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.

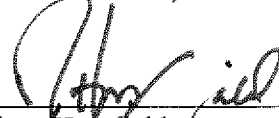
SECTION 6. Governing Law. The Agreement and any claims, controversy, dispute or cause of action (whether in contract, or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of Ohio, 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: Vice President, Chief Financial Officer & Assistant Secretary

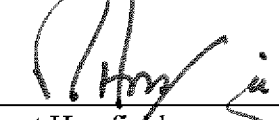
SOUTHERN TUBE LLC

By: 
Name: Robert Horsfield
Title: Vice President, Chief Financial Officer & Assistant Secretary

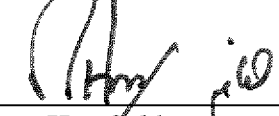
BOOMERANG TUBE HOLDINGS, INC.

By: 
Name: Robert Horsfield
Title: Vice President and Chief Financial Officer

BTCSP, LLC

By: 
Name: Robert Horsfield
Title: Vice President and Assistant Secretary

BT FINANCING, INC.

By: 
Name: Robert Horsfield
Title: Vice President and Assistant Secretary

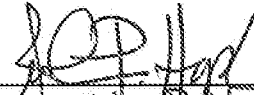
Acknowledged and Agreed to as of the date
hereof by:

FIFTH THIRD BANK,
as Agent

By: _____

Name: _____


Title: _____


John P. Harkin
Managing Director

SCHEDULE I

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	Filing Date	Registration Date
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.

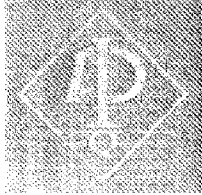
Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

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