

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651684

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|---|--|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Webco Industries, Inc. | | 06/03/2021 | Corporation: OKLAHOMA |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Collateral Agent | | |
| Street Address: | 10 S. Dearborn Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6200850 | FINISHLINE CRMO | |
| Registration Number: | 5984859 | WEBCO FINISHLINE ST | |
| Registration Number: | 6122554 | WEBCO INDUSTRIES STRENGTH · AGILITY · IN | |
| Registration Number: | 6044013 | WEBCR | |
| 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: | Schiff Hardin LLP | | |
| Address Line 1: | 233 S Wacker Drive, Suite 7100 | | |
| Address Line 2: | Jennifer Bleskin | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Jennifer Bleskin | | |
| SIGNATURE: | /s/ Jennifer Bleskin | | |
| DATE SIGNED: | 06/03/2021 | | |
| Total Attachments: 5 | | | |
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| source=Webco - Trademark Security Agreement#page2.tif | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 3, 2021, 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.

RECITALS

WHEREAS, (a) the Grantor, Webco Tube, Inc., an Oklahoma corporation ("Webco Tube"), Phillips & Johnston, Inc., an Illinois corporation ("P&J"), and Webco Investments, LLC, an Oklahoma limited liability company (f/k/a HMPWebco, L.L.C.) ("Webco Investments"), 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, Webco Investments, the Lenders and the Administrative Agent have entered into an Amendment No. 10 to Credit Agreement dated as of June 3, 2021 (the "Amendment") which, among other things, amends the Credit Agreement;

WHEREAS, the Grantor, Webco Tube and Webco Investments 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 other Secured Parties are secured; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, 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 and the other Loan 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 the Secured Parties, 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;

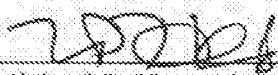
- (2) each trademark license granting to the Grantor any rights in trademarks to which the Grantor is a party, including, without limitation, each trademark license listed on Schedule 1 annexed hereto;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor 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 the Secured Parties, 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 other Secured Parties 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: 
Name: Michael P. Howard
Title: 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. Whitford
Title: Authorized Officer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

| Mark | App. No. | Filing Date | Reg. No. | Issue Date |
|---|-----------------|--------------------|-----------------|-------------------|
| FinishLineCRMO | 87/854,992 | 3/29/18 | 6200850 | 11/17/20 |
| WEBCO FinishLine ST Logo | 87577453 | 8/21/17 | 5984859 | 2/11/20 |
| WEBCO INDUSTRIES Strength Agility Innovation | 88/554,928 | 7/31/19 | 6122554 | 8/11/20 |
| WEBCR | 88/492,166 | 6/27/19 | 6044013 | 4/28/20 |