12-06-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

PARTMENT OF COMMERCE
Patent and Trademark Office

12/5/5

RECORDA 103130860
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Maverick C&P, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent
Internal Address:
Street Address: 2200 Ross Avenue, 4th Floor
City: Dallas
State: Texas
Country: USA Zip: 75201

☑ Association Citizenship United States
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) June 22, 2005

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
None

B. Trademark Registration No.(s)
308,660; 309,248; 1,647,178; see attached for additional marks

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Electrunite; Electrunite; Electrunite plus design; see attached for additional marks

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Julie H. Cooper
Internal Address: Vinson & Elkins L.L.P.
Street Address: 2001 Ross Avenue, Suite 3700
City: Dallas
State: Texas Zip: 75201
Phone Number: 214-220-7919
Fax Number: 214-999-7919
Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 340.00
☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☑ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature:
Julie H. Cooper — Signature — 11/21/05 — Date
Julie H. Cooper — Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 8

12/07/2005 DBYRNE 00000132 308660
01 FC:8521 40.00 OP
02 FC:8522 300.00 OP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

I. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens
"ELECTRUNITE"	USA	308,660	December 12, 1933; renewed December 12, 1993	Maverick C&P, Inc.
"'ELECTRUNITE"	USA	309,248	January 9, 1934; renewed on January 9, 1994	Maverick C&P, Inc.
"ELECTRUNITE plus design"	USA	1,647,178	June 11, 1991	Maverick C&P, Inc.
"FLAREWELD"	USA	1,418,149	November 25, 1986	Maverick C&P, Inc.
"GALVITE"	USA	2,132,097	January 27, 1998	Maverick C&P, Inc.
"GUIDE-LINED"	USA	1,157,923	June 23, 1981; renewed on June 23, 2001	Maverick C&P, Inc.
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"INCH - MARKED"	USA	1,480,444	March 15, 1988	Maverick C&P, Inc.
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"SILVERSLICK"	USA	691,957	January 26, 1960; renewed January 26, 2000	Maverick C&P, Inc.
"SILVERSLICK Plus Design"	USA	1,618,408	October 23, 1990	Maverick C&P, Inc.
"ELECTRUNITE"	Canada	UCA3045	May 4, 1934; renewed May 4, 1994	Maverick C&P, Inc.

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens
"ELECTRUNITE"	Puerto Rico	3,753	September 18, 1934; renewed September 18, 2004	Maverick C&P, Inc.

II. TRADEMARK APPLICATIONS

NONE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 22, 2005, is entered into by Maverick C&P, Inc., a Delaware corporation (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and JPMORGAN CHASE BANK, N.A., as the Administrative Agent (the "Administrative Agent") for the Lenders. Capitalized terms not otherwise defined herein have the meanings set forth in the Guaranty and Security Agreement dated as of May 27, 2005, among the Grantor and the Administrative Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Lenders in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Each Grantor hereby grants to the Administrative Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE

EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

MAVERICK C&P, INC.

By: _____
Joyce M. Schuldt
Senior Vice President-Finance, Chief Financial Officer & Secretary

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____
Christopher D. Capriotti
Vice President

CHA715/48016 - 979330_1.DOC

SCHEDULE A

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Vice President

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