

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agrmt Supplement, dated 08/31/2011, based on Credit Agreement Between Flexsteel Pipeline Tech. Inc. and Trinity Bay Eqpmnt. Holdings, LLC, dated 08/31/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Flexsteel Pipeline Technologies, Inc.		08/31/2011
			Entity Type
			CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	5718 Westheimer		
Internal Address:	Suite 600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77057		
Entity Type:	national banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	77000993	FLEXSTEEL
CORRESPONDENCE DATA			
Fax Number:	(713)222-3291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713.221.3306		
Email:	constance.rhebergen@bgllp.com		
Correspondent Name:	Constance G. Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208		
ATTORNEY DOCKET NUMBER:	014329.000009		
NAME OF SUBMITTER:	Constance G. Rhebergen		

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TRADEMARK
REEL: 004615 FRAME: 0738

Signature:	/Constance G. Rhebergen/
Date:	09/02/2011
Total Attachments: 4 source=TM SEC AGRMT SUPP_08312011_1#page1.tif source=TM SEC AGRMT SUPP_08312011_1#page2.tif source=TM SEC AGRMT SUPP_08312011_1#page3.tif source=TM SEC AGRMT SUPP_08312011_1#page4.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, FLEXSTEEL PIPELINE TECHNOLOGIES, INC., a Texas corporation (f/k/a Prime Flexible Products, Inc.) (herein referred to as the "Grantor"), having an address at 2103 CityWest Boulevard, Suite 1450, Houston, Texas 77042, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Grantor and TRINITY BAY EQUIPMENT HOLDINGS, LLC, a Delaware limited liability company (collectively, the "Borrowers") have entered into a Credit Agreement dated as of August 31, 2011 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") with the financial institutions from time to time party thereto (the "Lenders"), and Capital One, National Association, in its capacity as administrative agent (in such capacity, the "Administrative Agent").

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain other subsidiaries of the Borrowers have entered into a Pledge and Security Agreement (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (as defined in the Security Agreement), a security interest in all right, title and interest of the Grantor in and to (A) (i) all Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any state thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing, (B) all Trademark licenses for the grant by or to Grantor of any right to use any Trademark, (C) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (A), and to the extent applicable clause (B), (D) the right to sue third parties for past, present and future infringements of any Trademark collateral described in clause (A) and, to the extent applicable, clause (B), and (E) all Proceeds (as defined in the Security Agreement) of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding

thereto throughout the world (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Administrative Agent of a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

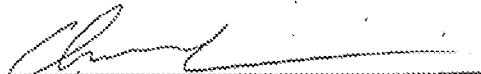
The Administrative Agent's address is 5718 Westheimer, Suite 600, Houston, Texas 77057.

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[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of August 31, 2011.

**FLEXSTEEL PIPELINE
TECHNOLOGIES, INC.**, a Texas corporation
(f/k/a Prime Flexible Products, Inc.)

By: 
Deborah L. Miner
Chief Financial Officer

SCHEDULE 1 TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Jurisdiction	Application / Registration No.	Date Issued	Class #
United States of America	77/000993	2011	Class 17 & 6