

11-16-1998

OMB No. 0651-0011 (exp. 4/9)

11-10-98



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To the Honorable Commissioner of Patent

100878369

and original documents or copy thereof.

1. Name of conveying party(ies):

McCook Metals L.L.C.

2. Name and address of receiving party(ies)

Name General Electric Capital Corporation, as Agent

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Street Address: 10 S. LaSalle Street

City: Chicago State: IL ZIP: 60603

Execution Date: 06/17/98

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

See attached Schedule 1

B. Patent No.(s)

See attached Schedule 1

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Meredith A. Parsons

Internal Address: Suite 5800

Street Address: Latham & Watkins
233 S. Wacker Dr.

City: Chicago State: IL ZIP: 60606

6. Total number of applications and patents involved:

10

7. Total fee (37 CFR 3.41) \$ 400

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith A. Parsons

Name of Person

Signature

11-04-98

Date

Total number of pages including cover sheet, attachments, and document:

11/12/1998 TTDW11

00000155 4648913

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 9570 FRAME: 0096

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

Mark Reg. No. Date

PATENT APPLICATIONS

PATENT LICENSES

Name of Agreement, Parties, Date of Agreement

4,648,913	03/10/87
4,797,165	01/10/89
4,897,126	01/30/90
4,961,792	10/09/90
4,806,174	01/21/89
4,816,087	03/28/89
4,795,502	01/03/89
4,844,750	07/04/89
4,915,741	04/10/90
4,921,598	05/01/90

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 11, 1998, by McCook Metals L.L.C., an Illinois limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses excluding those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

McCOOK METALS L.L.C.

By: Michael W. Lynch
Name: Michael W. Lynch
Title: Member

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: C. L. McEliff
Name: C. L. McEliff
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 14th day of June, 1998 before me personally appeared Michael W. Lynch, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of McCook Metals L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Meredith A. Parsons
{seal} Notary Public



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