

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Metals USA Building Products, L.P.	11/30/2005

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	213 Court Street, Suite 703
City:	Middletown
State/Country:	CONNECTICUT
Postal Code:	06457

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	4932184
Patent Number:	D449897
Patent Number:	6971642
Patent Number:	5293728
Patent Number:	5363615
Patent Number:	5617682
Patent Number:	4998396
Patent Number:	5448865
Patent Number:	6256959
Patent Number:	D431872

CORRESPONDENCE DATA

Fax Number: (713)222-3291

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (713) 221-3306

Email: constance.rhebergen@bracewellgiuliani.com

PATENT

500089676

REEL: 017388 FRAME: 0456

OP \$400.00 4932184

Correspondent Name: Constance Gall Rhebergen  
Address Line 1: P.O. Box 61389  
Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER:

058095.000063

NAME OF SUBMITTER:

Constance Gall Rhebergen

**Total Attachments: 7**

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PATENT SECURITY AGREEMENT, dated as of November 30, 2005, among METALS USA BUILDING PRODUCTS, L.P. (the "*Grantor*") and WELLS FARGO BANK, N.A., as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (i) the Indenture dated as of November 30, 2005 (as amended, extended, renewed, restated, supplemented, waived, replaced, restructured, repaid, refunded, refinanced or otherwise modified from time to time, with the same or different Trustee, the "*Indenture*"), among Flag Intermediate Holdings Corporation, a Delaware corporation (together with its successors, the "*Holdings*"), Flag Acquisition Corporation, a Delaware corporation ("*Flag Acquisition*"), Wells Fargo Bank, N.A., in its capacity as trustee (together with its successors, the "*Trustee*") and the Collateral Agent, (ii) the Supplemental Indenture dated as of November 30, 2005, among Metals USA, Inc. (together with its successors, the "*Company*"), Holdings, each of the Subsidiaries of the Company identified therein (together with its successors, a "*Subsidiary Guarantor*" and, together with Holdings, the "*Guarantors*"), the Trustee and the Collateral Agent, (iii) the Purchase Agreement dated November 21, 2005 (as amended, supplemented or otherwise modified from time to time, the "*Purchase Agreement*"), among Flag Acquisition, the Company, the Guarantors and the Initial Purchasers and (iv) the Collateral Agreement dated as of November 30, 2005 (as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified from time to time, the "*Collateral Agreement*"), among the Trustee, the Company, the Guarantors and the Collateral Agent. The Initial Purchasers have agreed to purchase the Initial Notes subject to the terms and conditions set forth in the Purchase Agreement. The obligations of the Initial Purchasers to purchase the Initial Notes are conditioned upon, among other things, the execution and delivery of this Agreement. The Issuer will derive substantial benefits from the sale of the Initial Notes to the Initial Purchasers pursuant to the Purchase Agreement and is willing to execute and deliver this Agreement in order to induce the Initial Purchasers to purchase the Initial Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.4 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest, other than Excluded Assets (collectively, the "*Patent Collateral*"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the "*Patents*"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral and the rights, remedies and immunities of the Collateral Agent generally are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Intercreditor Agreement. REFERENCE IS MADE TO THE LIEN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 30, 2005, AMONG BANK OF AMERICA, N.A., AS COLLATERAL AGENT FOR THE REVOLVING FACILITY SECURED PARTIES REFERRED TO THEREIN; WELLS FARGO BANK, N.A., AS TRUSTEE; WELLS FARGO BANK, N.A., AS NOTEHOLDER COLLATERAL AGENT; FLAG INTERMEDIATE HOLDINGS CORPORATION; FLAG ACQUISITION CORPORATION; AND THE SUBSIDIARIES OF METALS USA, INC. NAMED THEREIN (THE "INTERCREDITOR AGREEMENT"). NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURED OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

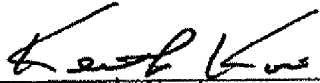
SECTION 5. Collateral Agent's Disclaimer. The Collateral Agent makes no representation as to and shall have no responsibility for the validity, sufficiency or enforceability of this Agreement or any Lien purported to be created hereunder or any of the recitals, statements, representations, covenants or agreements contained herein and in no event shall the Collateral Agent be responsible for or have any obligation, duty or liability with respect to the creation, perfection, priority, maintenance, protection or enforcement of any Lien purported to be created hereunder.

[[2559469]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

METALS USA BUILDING PRODUCTS,  
L.P., by Allmet GP, Inc., its General Partner

by

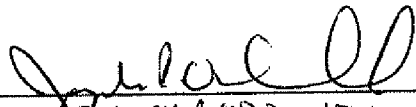
  
Name: Keith Kaci  
Title: Treasurer

*Signature page to the Patent Security Agreement*

[[2539469]]

WELLS FARGO BANK, N.A., as  
Collateral Agent,

by

  
Name: JOSEPH P. O'DONNELL  
Title: VICE PRESIDENT

Schedule I

Attached

[[2559469]]

# METALS USA BUILDING PRODUCTS, L.P.

Patent Report by Invention

Printed: 04/14/2005

Page 1

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<b>GLAZING RETAINER ASSEMBLY</b>							
UNITED STATES		UTL	12/21/1988	07/287,725	04/24/1990	4,918,882	EXPIRED
<b>ROOFING PANEL</b>							
CANADA	101667.0000.001	CEQ	03/05/1990	2,011,480	01/18/2000	2,011,480	ISSUED
UNITED STATES	101667.0000.000	NEW	03/06/1989	07/319,532	06/12/1990	4,932,184	ISSUED
<b>ROOFING PANEL AND ASSEMBLY</b>							
UNITED STATES	101667.0001.000	NEW	02/25/2000	60/185,028			EXPIRED
UNITED STATES	101667.0001.001	FCA	02/26/2001	09/794,890			ABANDONED
<b>(DES) ROOFING PANEL</b>							
UNITED STATES	101667.0002.000	NEW	02/25/2000	29/119,236	10/30/2001	D449,897	ISSUED
<b>(DES) ROOFING PANEL</b>							
UNITED STATES	101667.0004.000	NEW	10/14/2002	29/169,275			ABANDONED
<b>(PRO) SECURED THREADING NUT DECKING CLAMP AND METHOD FOR MAKING SAME</b>							
UNITED STATES	101667.0005.000	NEW	12/26/2002	60/431,502			EXPIRED
UNITED STATES	101667.0005.001	FCA	12/05/2003	10/729,318			ISSUED
<b>INSULATED PANEL</b>							
UNITED STATES	101667.0011.000	NEW	09/17/1992	07/946,756	03/15/1994	5,293,728	ISSUED
UNITED STATES	101667.0011.002	CIP	03/14/1994	08/209,980	05/02/1995	5,410,849	ABANDONED
<b>ENERGY-EFFICIENT SUN ROOM</b>							
UNITED STATES	101667.0011.001	NEW	06/09/1993	08/074,221	11/15/1994	5,363,615	ISSUED
<b>(CAN) INSULATED SKYLIGHT PANEL</b>							
CANADA	101667.0011.004	CEQ	12/14/1995	2,165,232	07/03/2001	2,165,232	ABANDONED
UNITED STATES	101667.0011.003	NEW	06/07/1995	08/474,514	04/08/1997	5,617,682	ISSUED
<b>INSULATED PANEL WITH CONNECTORS HAVING STOPS</b>							
UNITED STATES	101667.0011.005	NEW	12/16/1999	09/464,687			ABANDONED
<b>INTERLOCKING PANELS</b>							
UNITED STATES	101667.0011.006	NEW	04/04/1990	07/504,488	03/12/1991	4,998,396	ISSUED
<b>PANEL INTERLOCKING MEANS WITH STIFFENER</b>							
UNITED STATES	101667.0011.007	NEW	08/20/1993	08/109,770	09/12/1995	5,448,865	ISSUED
<b>BUILDING PANEL WITH VIBRATION DAMPENING CORE</b>							
UNITED STATES	101667.0011.008	NEW	10/14/1999	09/417,637	07/10/2001	6,256,959	ISSUED
<b>(DES) AIR COVER WINDOW SILL</b>							
UNITED STATES	101667.0011.009	NEW	01/03/2000	29/116,388	10/10/2000	D431,872	ISSUED
<b>MESH WIRE INTERLOCKING SYSTEM</b>							
UNITED STATES	101667.0012.000	NEW					CLOSED
<b>NEW ISO INSULATED ROOF PANEL</b>							
UNITED STATES	101667.0012.000	NEW					PROPOSED
<b>(PRO) IMPROVED SUPPORT BEAM HAVING SCALLOPED END TREATMENT AND METHOD FOR MANUFACTURING SAME</b>							
UNITED STATES	101667.0030.000	NEW	08/18/2004	60/602,494			EXPIRED



COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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**(PRO) IMPROVED SUPPORT BEAM HAVING A FAUX BOIS APPEARANCE AND METHOD FOR MANUFACTURING SAME**

UNITED STATES	101667.0031.000	NEW	08/18/2004	60/602,377			EXPIRED
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**(PRO) IMPROVED SUPPORT BEAM HAVING GRAIN EMBOSSING AND METHOD FOR MANUFACTURING SAME**

UNITED STATES	101667.0032.000	NEW	08/18/2004	60/602,378			EXPIRED
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END OF REPORT

TOTAL ITEMS SELECT = 23

PATENT

RECORDED: 03/30/2006

REEL: 017388 FRAME: 0464