

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
DBO Holdings, Inc	12/08/2006
John Maneely Company	12/08/2006
Atlas ABC Corporation	12/08/2006
Atlas Tube (Arkansas) Inc.	12/08/2006
Atlas Tube (Plymouth) Inc.	12/08/2006
Atlas (USA) Holding Inc.	12/08/2006
M.O.S. Inc	12/08/2006

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank N.A.
<b>Street Address:</b>	111 Fannin Street, 10th Floor
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002

**PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	6797877
Patent Number:	6903267
Patent Number:	7005581
Patent Number:	7005574
Patent Number:	5257716
Patent Number:	6277443
Application Number:	11107593

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007

**CH \$280.00 6797877**

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

Email: sue.chen-holmes@weil.com, phyllis.depaola@weil.com  
Correspondent Name: Weil,Gotshal& Manges c/o Sue Chen Holmes  
Address Line 1: 767 5th Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71620.0014
NAME OF SUBMITTER:	Sue T Chen-Holmes

**Total Attachments: 5**

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**PATENT SECURITY AGREEMENT**

**PATENT SECURITY AGREEMENT**, dated as of December 8, 2006, by each of the entities listed on the signature pages hereof [or that becomes a party hereto pursuant to Section 5.2 (*Additional Grantors*) of the Pledge and Security Agreement referred to below] (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A. (“**JPM**”), as administrative agent and collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity as collateral agent, the “**Collateral Agent**”).

**W i t n e s s e t h:**

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Guaranty Agreement, dated as of December 8, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among JOHN MANEELY COMPANY (the “**US Borrower**”), DBO HOLDINGS, INC. (“**Holdings**”), the other Guarantors party thereto, the Lenders and Issuers party thereto, JPM, as administrative agent and collateral agent, and GOLDMAN SACHS CREDIT PARTNERS, L.P., as syndication agent (the “**Syndication Agent**”, and together with the Collateral Agent, the “**Agents**”), the Lenders and the Issuers have severally agreed to make extensions of credit to the US Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the US Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to that certain Amended and Restated Revolving Credit Facility Pledge and Security Agreement dated as of December 8, 2006, in favor of the Collateral Agent for the benefit of the Secured Parties (the “**Pledge and Security Agreement**”) pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the US Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement.

***Section 2. Grant of Security Interest in Patent Collateral***

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Patent Collateral**”):

[(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or continuations-in-part of the foregoing; and

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

***Section 3. Pledge and Security Agreement***

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

DBO HOLDINGS, INC.  
JOHN MANEELY COMPANY  
ATLAS ABC CORPORATION  
ATLAS TUBE (ARKANSAS) INC.  
ATLAS TUBE (PLYMOUTH) INC.  
ATLAS (USA) HOLDING INC.  
M.O.S. INC.,  
*as Grantors*

By: *William E. Hennessy*  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,  
*as Collateral Agent*

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each 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.

DBO HOLDINGS, INC.  
JOHN MANEELY COMPANY  
ATLAS ABC CORPORATION  
ATLAS TUBE (ARKANSAS) INC.  
ATLAS TUBE (PLYMOUTH) INC.  
ATLAS (USA) HOLDING INC.  
M.O.S. INC.,  
*as Grantors*

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,  
*as Collateral Agent*

By: Peter S. Predun  
Name: Peter S. Predun  
Title: Vice President

**Schedule I  
to  
Patent Security Agreement**

*Patent Registrations*

Issued Patents:

1. Electrical Metallic Tube, Coupling, and Connector Apparatus and Method; U.S. Patent No. 6,797,877 B1; Inventor: David Ruffin Burnette; Assignee: JMC; Issued: September 28, 2004.
2. Electrical Metallic Tube, Coupling, and Connector Apparatus and Method; U.S. Patent No. 6,903,267 B2; Inventor: David Ruffin Burnette; Assignee: JMC; Issued: June 7, 2005.
3. Electrical Metallic Tube, Coupling, and Connector Apparatus and Method; U.S. Patent No. 7,005,581 B2; Inventor: David Ruffin Burnette; Assignee: JMC; Issued: February 26, 2006.
4. Electrical Metallic Tube, Coupling, and Connector Apparatus and Method; U.S. Patent No. 7,005,574 B2; Inventor: David Ruffin Burnette; Assignee: JMC; Issued: February 28, 2006.
5. Pipe Manufacturing Method and Apparatus; U.S. Patent No. 5,257,716; Inventors: Robert C. Sloan, William A. Martin and Woodrow S. Dixon; Assignee: JMC; Issued: November 2, 1993.
6. Low Lead or No Lead Batch Galvanization Process; U.S. Patent No. 6,277,443 B1; Inventor: Gary M. Stefanick; Assignee: JMC; Issued: August 21, 2001

Patent Applications:

1. Process for Making a Welded Steel Tubular having a Weld Zone Free of Untempered Martensite; Application No. 11/107593; Filed April 15, 2005 by JMC.
2. Electrical Metallic Tube Coupling and Connector Apparatus and Method Canadian Patent; Application No. 2,428,898; Filed May 14, 2003 by JMC.