

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.	12/17/2010
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Collateral Agent
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6971642
Patent Number:	D562467
Patent Number:	D562468
CORRESPONDENCE DATA	
Fax Number:	(212)504-6666
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-504-6526
Email:	anna.erenburg@cwt.com
Correspondent Name:	Anna Erenburg
Address Line 1:	Cadwalader, Wickersham & Taft LLP
Address Line 2:	One World Financial Center
Address Line 4:	New York, NEW YORK 10281
ATTORNEY DOCKET NUMBER:	92176.001
NAME OF SUBMITTER:	Anna Erenburg
Total Attachments: 4	
source=Patent Security Agreement#page1.tif	

CH \$120.00 6971642

501389793

PATENT
REEL: 025562 FRAME: 0302

source=Patent Security Agreement#page2.tif
source=Patent Security Agreement#page3.tif
source=Patent Security Agreement#page4.tif

PATENT SECURITY AGREEMENT

dated as of December 17, 2010, among METALS USA BUILDING PRODUCTS, L.P. (the "**Borrower**") and BANK OF AMERICA, N.A., as collateral agent (in such capacity, the "**Collateral Agent**")

Reference is made to the certain Amended and Restated Loan and Security Agreement, dated as of December 17, 2010, (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Flag Intermediate Holdings Corporation, a Delaware corporation, Metals USA, Inc., a Delaware corporation, each Subsidiary of Metals USA, Inc. party thereto, the lenders from time to time party thereto ("**Lenders**"), Bank of America, N.A., as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**"), and the Collateral Agent. The Lenders have agreed to extend credit to Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Patent Security Agreement and not otherwise defined herein shall have the meaning assigned to such terms in the Credit 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 Borrower, pursuant to the Credit Agreement, did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and lien on all of the following assets and property 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 office in any other country, including patents listed on Schedule 1, 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. **Recordation of Security Interest.** Notwithstanding anything to the contrary in this Patent Security Agreement or in the Credit Agreement, (a) Borrower shall not be obligated to file and record, or pay for the filing and recordation of, security interest granted in this Patent Security Agreement and in the Credit Agreement for Patent Collateral for which a security interest was previously recorded pursuant to the that certain Loan and Security

Agreement and the prior Patent Security Agreement, both agreements dated as of November 30, 2005, with the United States Patent and Trademark Office or any similar offices in any State of the United States or any foreign country; and (b) Borrower's obligation to file and record the security interest granted hereunder and under the Credit Agreement shall be limited to and satisfied by filing this Patent Security Agreement with the United States Patent and Trademark Office only for Patent Collateral identified on Schedule 1 hereto.

SECTION 4. Credit Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interest granted to the Collateral Agent pursuant to the Credit Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. With the exception of Section 3 herein, in the event of any conflict between the terms of this Patent Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 5. 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 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.

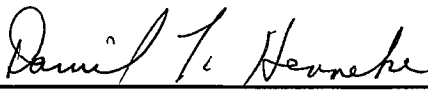
SECTION 6. Purpose. This Patent Security Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest with the United States Patent and Trademark Office and equivalent thereof in any other country.

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of page intentionally left blank; signature page follows.)

METALS USA BUILDING PRODUCTS, L.P.

By: Allmet GP, Inc., its General Partner

By: 

Name: Daniel L. Henneke

Title: Treasurer

[Signature Page to Amended and Restated Patent Security Agreement]

PATENT
REEL: 025562 FRAME: 0306

SCHEDULE 1 – PATENT SECURITY AGREEMENT

ISSUED PATENTS

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
SECURED THREADING NUT DECKING CLAMP AND METHOD FOR MAKING SAME							
UNITED STATES			12/05/2003	10/729,318	12/06/2005	6,971,642	ISSUED
BONDED PANEL HAVING INTERLOCKING SIDES							
UNITED STATES			06/28/2005	D/233,083	02/19/2008	D562,467	ISSUED
BONDED PANEL HAVING INTERLOCKING SIDES							
UNITED STATES			04/18/2006	D/246,487	02/19/2008	D562,468	ISSUED