# OP \$360.00 6797877

# 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
JOHN MANEELY COMPANY	03/11/2011

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, NA, as Collateral Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		

### PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6797877
Patent Number:	6903267
Patent Number:	5257716
Patent Number:	6277443
Patent Number:	7005581
Patent Number:	7005574
Application Number:	11107593
Application Number:	10910820
Application Number:	10910821

## **CORRESPONDENCE DATA**

Fax Number: (800)516-6304

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

Phone: 614-280-3303

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Correspondent Name: Michael Violet

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PATENT REEL: 025959 FRAME: 0338

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Address Line 2: Address Line 4:	CT Corporation Columbus, OHIO 43219	
NAME OF SUBMITTER:		James P. Murphy
Total Attachments: 6 source=ABLPATENT#page source=ABLPATENT#page source=ABLPATENT#page source=ABLPATENT#page source=ABLPATENT#page source=ABLPATENT#page	2.tif 3.tif 4.tif 5.tif	

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*") dated March 11, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "*Pledgors*") in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its permitted successors in such capacity the "*Collateral Agent*") for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, that certain Revolving Credit and Guaranty Agreement, dated as of March 11, 2011 (as it may be amended, supplemented, restated or otherwise modified from time to time, the "ABL Credit Agreement"), was entered into by and among John Maneely Company, a Pennsylvania corporation (the "Borrower") JMC Steel Group, Inc., a Delaware corporation ("Holdings"), certain Subsidiaries of Holdings, as Guarantors, the lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as administrative agent (together with its permitted successors in such capacity, the "Administrative Agent"). Terms defined in the ABL Credit Agreement and not otherwise defined herein are used herein as defined in the ABL Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders and the issuance of Letters of Credit by Issuing Banks under the ABL Credit Agreement, each Pledgor has executed and delivered that certain Security Agreement dated March 11, 2011 made by the Pledgors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Pledgors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

<u>Grant of Security</u>. Each Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor's right, title and interest in and to the following (the "*Collateral*"):

the patents and patent applications set forth in Schedule A hereto (the "Patents");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses, the security interest created hereby shall not extend to, and the term "Collateral," shall not include any Excluded Assets (as defined in the Security Agreement).

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Patent Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Collateral Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Credit Party.

<u>Recordation</u>. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

<u>Execution in Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JOHN MANEELY COMPANY

Title:

JPMORGAN CHASE BANK, N.A.,

as the Collateral Agent

By:

Title:

Kevin Chichester Vice President

# **UNITED STATES PATENTS**

# Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
JOHN MANEELY COMPANY	6,797,877 B1	Electrical Metallic Tube, Coupling, and Connector Apparatus and Method
JOHN MANEELY COMPANY	6,903,267 B2	Electrical Metallic Tube, Coupling, and Connector Apparatus and Method
JOHN MANEELY COMPANY, assignee of Armco, Inc.	5,257,716	Pipe Manufacturing Method and Apparatus
JOHN MANEELY COMPANY	6,277,443 B1	Low Lead or No Lead Batch Galvanization Process
JOHN MANEELY COMPANY	7,005,581B2	Electrical Metallic Tube, Coupling, and Connector Apparatus and Method
JOHN MANEELY COMPANY	7,005,574 B2	Electrical Metallic Tube, Coupling, and Connector Apparatus and Method

# Applications

OWNER	APPLICATION NUMBER	DESCRIPTION
JOHN MANEELY	11/107593 – Filed	Process for Making
COMPANY	4/15/2005	a Welded Steel
		Tubular having a
		Weld Zone Free of
		Untermpered
		Martensite
JOHN MANEELY	10/910,820 – Filed	Electrical Metallic
COMPANY	August 4, 2004	Tube Coupling and
		Connector
		Apparatus and
		Method

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JOHN MANEELY	10/910,821 – Filed	Electrical Metallic	
COMPANY	August 4, 2004	Tube Coupling and	
		Connector	
		Apparatus and	
		Method	
JOHN MANEELY	2,428,898 – Filed	Electrical Metallic	
COMPANY	May 14, 2003	Tube Coupling and	
		Connector	
		Apparatus and	
		Method	

# OTHER PATENTS

# Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY	DESCRIPTION
JOHN MANEELY COMPANY	2,574,526	CANADA	Electrical Metallic Tube Coupling and Connector Apparatus and Method

# Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	DESCRIPTION
JOHN MANEELY COMPANY	2,428,898 – Filed May 14, 2003	Canada	Electrical Metallic Tube Coupling and Connector Apparatus and Method

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**RECORDED: 03/16/2011**