

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3118248

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JMC STEEL GROUP, INC., AS PLEDGOR	11/13/2014
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	
Street Address:	IL1-1145/54/63; P.O. BOX 6026	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60680	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14141090
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	marina.kelly@thomsonreuters.com	
Correspondent Name:	KEN TAN, LEGAL ASSISTANT	
Address Line 1:	80 PINE STREET	
Address Line 2:	C/O CAHILL GORDON & REINDEL LLP	
Address Line 4:	NEW YORK, NEW YORK 10005	
NAME OF SUBMITTER:	KEN TAN, LEGAL ASSISTANT	
SIGNATURE:	/Marina Kelly, Thomson Reuters/	
DATE SIGNED:	11/21/2014	
Total Attachments: 6		
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PATENT SECURITY AGREEMENT

This SUPPLEMENTAL PATENT SECURITY AGREEMENT (as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Patent Security Agreement**”) dated November 13, 2014, 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 Credit Agreement referred to below).

WHEREAS, that certain Credit Agreement, dated as of March 11, 2011 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”), was entered into by and among JMC Steel Group, Inc., a Delaware corporation (the “**Borrower**”), JPMorgan Chase Bank, N.A., as administrative agent (together with its permitted successors in such capacity, the “**Administrative Agent**”) and Collateral Agent, the other lenders party from time to time thereto, and J.P. Morgan Securities LLC, as arranger and sole bookrunner. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, 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:

A. Grant of Security. 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**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) 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;
- (iii) 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

(iv) 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).

B. 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, re-financed 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 Loan Party.

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

D. Execution in Counterparts. 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.

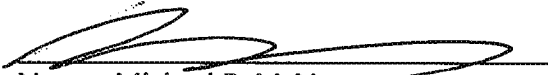
E. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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.

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

[Signature Page to Follow]

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.

JMC STEEL GROUP, INC., as Pledgor

By: 
Name: Michael P. McNamara, Jr.
Title: Executive Vice President, Corporate
Development and General Counsel

[JMC – Term Loan Patent Security Agreement]

PATENT
REEL: 034339 FRAME: 0549

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

By: Peter S. Predun
Name: Peter S. Predun
Title: Executive Director

SCHEDULE A
TO PATENT SECURITY AGREEMENT

UNITED STATES PATENTS:

Applications

OWNER	APPLICATION NUMBER	DESCRIPTION
JMC STEEL GROUP, INC.	14/141,090 – Filed 12/26/2013	Swivel coupling