

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6956996

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

**CONVEYING PARTY DATA**

Name	Execution Date
Z-MODULAR HOLDING, INC.	09/30/2021
WHEATLAND TUBE, LLC (F/K/A JOHN MANEELY COMPANY)	09/30/2021
ZEKELMAN INDUSTRIES, INC.	09/30/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	GOLDMAN SACHS LENDING PARTNERS LLC, AS COLLATERAL AGENT
<b>Street Address:</b>	200 WEST STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282

**PROPERTY NUMBERS Total: 21**

Property Type	Number
Patent Number:	6797877
Patent Number:	6903267
Patent Number:	7005581
Patent Number:	7005574
Patent Number:	9976682
Patent Number:	10913099
Patent Number:	9458619
Patent Number:	9845595
Patent Number:	10450737
Patent Number:	10947716
Patent Number:	10870980
Patent Number:	D867108
Patent Number:	D927965
Patent Number:	D929209
Application Number:	15566842
Application Number:	15752510
Application Number:	16941816
Application Number:	17258679

PATENT

Property Type	Number
Application Number:	15229880
Application Number:	17184146
Application Number:	17112248

**CORRESPONDENCE DATA**

**Fax Number:** (212)530-5219

*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.*

**Phone:** 2125305243

**Email:** dcip@milbank.com, ehyla@milbank.com

**Correspondent Name:** ERIC HYLA, ESQ.

**Address Line 1:** 55 HUDSON YARDS

**Address Line 2:** MILBANK, LLP

**Address Line 4:** NEW YORK, NEW YORK 10001-2163

**ATTORNEY DOCKET NUMBER:** 30045.00121

**NAME OF SUBMITTER:** ERIC HYLA

**SIGNATURE:** /Eric Hyla/

**DATE SIGNED:** 10/07/2021

**Total Attachments: 7**

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## AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Patent Security Agreement*”) dated as of September 30, 2021 (the “*Effective Date*”), is made by the Persons listed on the signature pages hereof (collectively, the “*Pledgors*”) in favor of Goldman Sachs Lending Partners LLC, 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 Amended and Restated Credit Agreement, dated as of June 14, 2016 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “*Credit Agreement*”), was entered into by and among Zekelman Industries, Inc. (formerly JMC Steel Group, Inc.), a Delaware corporation (the “*Borrower*”), Goldman Sachs Lending Partners LLC, 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 Goldman Sachs Lending Partners LLC and JPMorgan Chase Bank, N.A., as arrangers and bookrunners. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement;

**WHEREAS**, in connection with the entry into the Credit Agreement, and in consideration of the extensions of credit and other accommodations of Lenders as set forth therein, each Pledgor has executed and delivered that certain Amended and Restated Term Loan Credit Facility Pledge and Security Agreement, dated as of June 14, 2016 (as amended, supplemented or otherwise modified through the date hereof, the “*Security Agreement*”);

**WHEREAS**, the Pledgors are also party to that certain Patent Security Agreement, dated March 11, 2011 (as amended, supplemented or otherwise modified through the date hereof, the “*Existing Patent 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

**WHEREAS**, in connection with the entry into the Security Agreement, the parties hereto wish to amend and restate in its entirety the Existing Patent Security Agreement with 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, and as of the Effective Date, 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, **PATENT** 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, 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 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.


G. Reaffirmation. Each Loan Party party hereto hereby acknowledges that it has reviewed the terms and provisions of this Patent Security Agreement and consents to

the amendment and restatement of the Existing Patent Security Agreement effected pursuant to this Patent Security Agreement and reaffirms its obligations and Liens granted under the Existing Patent Security Agreement. Each Loan Party party hereto hereby (i) confirms that each Loan Document to which it is a party or is otherwise bound will be in full force and effect as amended and restated and the existing obligations shall not be impaired or limited by such amendment and restatement. All Collateral encumbered thereby will continue to secure to the fullest extent possible in accordance with the Loan Documents, the payment and performance of the Secured Obligations, in each case, as amended and restated.

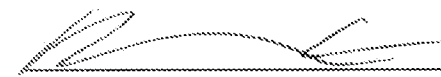
[Signature Page to Follow]

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.

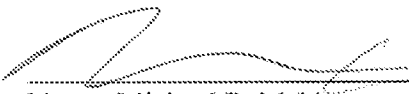
**Z-MODULAR HOLDING, INC.**

By:   
Name: Michael P. McNamara, Jr.  
Title: President

**WHEATLAND TUBE, LLC**

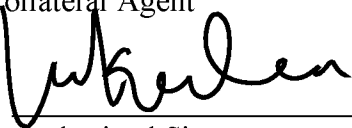
By:   
Name: Michael P. McNamara, Jr.  
Title: President

**ZEKELMAN INDUSTRIES, INC.**

By:   
Name: Michael P. McNamara, Jr.  
Title: Executive Vice President and Secretary

[Signature Page to Amended and Restated Patent Security Agreement]

GOLDMAN SACHS LENDING PARTNERS LLC,  
as Collateral Agent

By:   
\_\_\_\_\_  
Authorized Signatory

## Schedule A

**PATENTS:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>DESCRIPTION</b>
Wheatland Tube, LLC (f/k/a John Maneely Company)	6,797,877 B1	Electrical Metallic Tube, Coupling, and Connector Apparatus and Method
Wheatland Tube, LLC (f/k/a John Maneely Company)	6,903,267 B2	Electrical Metallic Tube, Coupling, and Connector Apparatus and Method
Wheatland Tube, LLC (f/k/a John Maneely Company)	7,005,581B2	Electrical Metallic Tube, Coupling, and Connector Apparatus and Method
Wheatland Tube, LLC (f/k/a John Maneely Company)	7,005,574 B2	Electrical Metallic Tube, Coupling, and Connector Apparatus and Method
Zekelman Industries, Inc.	9976682	Swivel coupling
Zekelman Industries, Inc.	10913099	End grooving system and process for tubing
Z-Modular Holding, Inc.	9,458,619	MODULAR BUILDING UNITS, AND METHODS OF CONSTRUCTING AND TRANSPORTING SAME
Z-Modular Holding, Inc.	9,845,595	STRUCTURAL MODULAR BUILDING CONNECTOR
Z-Modular Holding, Inc.	10,450,737	STRUCTURAL MODULAR BUILDING CONNECTOR
Z-Modular Holding, Inc.	10,947,716	STRUCTURAL MODULAR BUILDING CONNECTOR
Z-Modular Holding, Inc.	10,870,980	MODULAR BUILDING CONNECTOR
Z-Modular Holding, Inc.	D867,108	STRUCTURAL MODULAR BUILDING CONNECTOR
Z-Modular Holding, Inc.	D927965	STRUCTURAL MODULAR BUILDING CONNECTOR
Z-Modular Holding, Inc.	D929209	STRUCTURAL MODULAR BUILDING CONNECTOR



Applications:

OWNER	APPLICATION/ SERIAL NUMBER	DESCRIPTION
Z-Modular Holding, Inc.	15/566,842	CONNECTOR FOR MODULAR BUILDING STRUCTURE
Z-Modular Holding, Inc.	15/752,510	CONNECTORS FOR A MODULAR BUILDING
Z-Modular Holding, Inc.	16/941,816	MODULAR BUILDING CONNECTOR
Z-Modular Holding, Inc.	17/258,679	LOCATING PIN ASSEMBLY FOR A MODULAR FRAME
Z-Modular Holding, Inc.	15229880	Modular Building Units, And Methods Of Constructing And Transporting Same
Z-Modular Holding, Inc.	17184146	Structural modular building connector
Z-Modular Holding, Inc.	17112248	Modular building connector