

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI708394

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (ABL)
CONVEYING PARTY DATA	
Name	Execution Date
TMS International Corporation	12/19/2024
RECEIVING PARTY DATA	
Company Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13530376
Application Number:	18221444
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>	
Phone:	8007130755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	Michael Violet
Address Line 1:	4400 Easton Commons Way
Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	12/19/2024
Total Attachments: 7	
source=16. TMS (ABL) - Supplement to Patent Security Agreement#page1.tiff	
source=16. TMS (ABL) - Supplement to Patent Security Agreement#page2.tiff	
source=16. TMS (ABL) - Supplement to Patent Security Agreement#page3.tiff	
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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 as of December 19, 2024, is made by the Persons listed on the signature pages hereof (collectively, the “**Pledgors**”) in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”) for the Lenders.

WHEREAS, that certain Credit Agreement, dated as of October 16, 2013 (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), was entered into by and among Crystal Acquisition Company, Inc., a Delaware corporation (“**Holdings**”), TMS International Corporation, a Delaware corporation (the “**Company**”), the subsidiaries of the Company from time to time party thereto as guarantors, the lenders party thereto, and the Administrative Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, each Pledgor is party to that certain Pledge and Security Agreement dated as of October 16, 2013 in favor of the Administrative 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 Administrative Agent, for the benefit of the Lenders, a security interest in, among other property, certain patents and pending patent applications of the Pledgors, and have agreed 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:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security. Each Pledgor hereby grants to the Administrative Agent for the benefit of the Lenders a security interest in all of such Pledgor’s right, title and interest in and to the following of such Pledgor (the “**Pledged Collateral**”):

- (a) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, divisions 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;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, 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

(d) 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 (a) through (d), the security interest created hereby shall not extend to, and the term “Pledged Collateral” shall not include, any Excluded Property.

SECTION 3. Security for Obligations. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Pledged Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer or authority record this Patent Security Agreement.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the security interest in the Pledged Collateral under this Patent Security Agreement.

SECTION 6. Execution in Counterparts. This Patent Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Patent Security Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Patent Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided

that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

SECTION 7. 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.

TMS INTERNATIONAL CORPORATION

By: 

Name: Kirk D. Peters

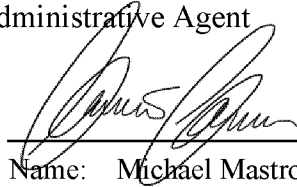
Senior Vice President, Chief Financial Officer,

Title: Treasurer and Principal Accounting Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____



Name: Michael Mastronikolas

Title: Vice President

SCHEDULE A

	Owner	Patent Title	Application No.	Filing Date	Patent No.	Issue Date
1.	TMS INTERNATIONAL CORPORATION	TUYERE REMOVER	13530376	06/22/2012	9121077	09/01/2015
2.	TMS INTERNATIONAL CORPORATION	Scrap Trimming and Sizing Method	18221444	07/13/2023		