

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458339

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SSP Holdings, LLC		01/16/2018	Limited Liability Company: DELAWARE
SSPI Holdings, Inc.		01/16/2018	Corporation: DELAWARE
Structural and Steel Products, Inc.		01/16/2018	Corporation: TEXAS
Structural and Steel Management, LLC		01/16/2018	Limited Liability Company: TEXAS
Structural and Steel Products, Manufacturing, LTD.		01/16/2018	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank, National Association, as Agent		
<b>Street Address:</b>	2000 McKinney Avenue, Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87579089		
<b>Serial Number:</b>	87579071	STRATUS PRODUCTS	
<b>Serial Number:</b>	87579083	STRUCTURAL AND STEEL PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,cody.cravens@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		

OP \$90.00 87579089

<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	01/17/2018
<b>Total Attachments: 11</b> source=SSPIPSecurity#page1.tif source=SSPIPSecurity#page2.tif source=SSPIPSecurity#page3.tif source=SSPIPSecurity#page4.tif source=SSPIPSecurity#page5.tif source=SSPIPSecurity#page6.tif source=SSPIPSecurity#page7.tif source=SSPIPSecurity#page8.tif source=SSPIPSecurity#page9.tif source=SSPIPSecurity#page10.tif source=SSPIPSecurity#page11.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Agreement*"), dated as of January 16, 2018, is made by and among SSP HOLDINGS, LLC, a Delaware limited liability company ("*Parent*"), SSPI HOLDINGS, INC., a Delaware corporation ("*Intermediate Holdings*"), STRUCTURAL AND STEEL PRODUCTS, INC., a Texas corporation ("*SS Products*"), STRUCTURAL AND STEEL MANAGEMENT, LLC, a Texas limited liability company ("*SS Management*") and STRUCTURAL AND STEEL PRODUCTS MANUFACTURING, LTD., a Texas limited partnership ("*SS Manufacturing*"; and together with Parent, Intermediate Holdings, SS Products and SS Management, each a "*Grantor*", and collectively, jointly and severally, "*Grantors*"), in favor of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association as administrative agent ("*Agent*"), on behalf of itself and the Lenders, as defined in the Credit Agreement referred to below ("*Secured Parties*").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 19, 2017 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Grantors, the other Obligated Parties (as defined therein) thereto, the lenders from time to time party thereto (the "*Lenders*") and Agent, the Lenders have severally agreed to make extensions of credit to Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors and Agent have entered into a Security Agreement, dated as of May 19, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"); and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Grantors under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Whereas, pursuant to the Security Agreement, each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien

on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the “*Intellectual Property Collateral*”):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those copyright registrations and applications referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those trademark registrations and applications referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those US patents referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those applications referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those PCT patent applications referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those patent and patent applications referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantors, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantors or proceeds from the sale, licensing or other

disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantors; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing and for the avoidance of doubt, the Intellectual Property Collateral shall not include any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas, without regard to conflict of law principles thereof, but giving effect to federal laws applicable to national banks.

[Signature Pages Follow]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**SSP HOLDINGS, LLC**

By: \_\_\_\_\_

Name: Teri Robertson

Title: Chief Financial Officer

**SSPI HOLDINGS, INC.**

By: \_\_\_\_\_

Name: Teri Robertson

Title: Chief Financial Officer

**STRUCTURAL AND STEEL PRODUCTS, INC.**

By: \_\_\_\_\_

Name: Teri Robertson

Title: Chief Financial Officer

**STRUCTURAL AND STEEL MANAGEMENT, LLC**

By: \_\_\_\_\_

Name: Teri Robertson

Title: Chief Financial Officer

**STRUCTURAL AND STEEL PRODUCTS,  
MANUFACTURING, LTD.**

By: STRUCTURAL AND STEEL MANAGEMENT,  
LLC, its general partner

By: \_\_\_\_\_

Name: Teri Robertson

Title: Chief Financial Officer

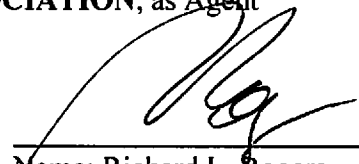
*[Signature Page to Intellectual Property Security Agreement]*

ACCEPTED AND AGREED  
as of the date first above written:

**SECURED PARTY:**

**TEXAS CAPITAL BANK, NATIONAL  
ASSOCIATION, as Agent**

By: \_\_\_\_\_



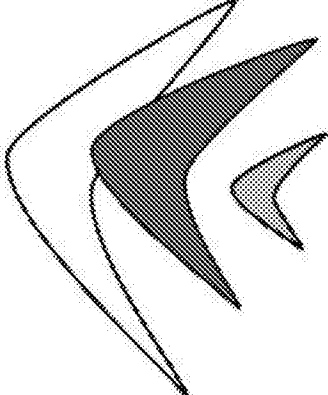


Name: Richard L. Rogers  
Title: Executive Vice President

**Schedule 1**  
**to**  
**Intellectual Property Security Agreement**  
**Copyrights and Copyright Applications**

None.



**Schedule 2**  
**to**  
**Intellectual Property Security Agreement**  
**Trademarks and Trademark Applications**

Mark	Serial No.	Filing Date
	87579089	8/22/2017
	87579071	8/22/2017
	87579083	8/22/2017

**Schedule 3  
to  
Intellectual Property Security Agreement**

**US Patents**

None.

**Schedule 4  
to  
Intellectual Property Security Agreement**

**US Patent Applications**

None.

**Schedule 5  
to  
Intellectual Property Security Agreement**

**PCT Patent Applications**

None.

**Schedule 6**  
**to**  
**Intellectual Property Security Agreement**  
**Foreign Patents and Foreign Patent Applications**

None.

*Schedule 6 to Intellectual Property Security Agreement*

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**RECORDED: 01/17/2018**

**TRADEMARK**  
**REEL: 006250 FRAME: 0976**