

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SSPI HOLDINGS, INC.		12/30/2022	Corporation: DELAWARE
HIGHWAY SAFETY LLC		12/30/2022	Limited Liability Company: DELAWARE
OHIO GALVANIZING LLC		12/30/2022	Limited Liability Company: DELAWARE
STRUCTURAL AND STEEL PRODUCTS, INC.		12/30/2022	Corporation: TEXAS
RACE ROCK INFRASTRUCTURE HOLDCO LLC		12/30/2022	Limited Liability Company: DELAWARE
STRUCTURAL AND STEEL MANAGEMENT, LLC		12/30/2022	Limited Liability Company: TEXAS
STRUCTURAL AND STEEL PRODUCTS MANUFACTURING, LTD.		12/30/2022	Limited Partnership: TEXAS
HSC INVESTMENTS LLC		12/30/2022	Limited Liability Company: DELAWARE
OGC INVESTMENTS LLC		12/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WOODFOREST NATIONAL BANK		
Street Address:	1330 Lake Robbins Drive		
Internal Address:	Suite 100		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5568461	STRATUS PRODUCTS	
Registration Number:	5568462	STRUCTURAL AND STEEL PRODUCTS	
Registration Number:	5568463		

OP \$90.00 5568461

CORRESPONDENCE DATA**Fax Number:** 5124572100*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:** 213 218 4017**Email:** lcolin@kslaw.com**Correspondent Name:** Lena T. Colin - KING & SPALDING LLP**Address Line 1:** 633 West Fifth Street**Address Line 2:** Suite 1600**Address Line 4:** Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Lena T. Colin
SIGNATURE:	/Lena T. Colin/
DATE SIGNED:	01/06/2023

Total Attachments: 7

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Agreement*”) is made as of December 30, 2022 (the “*Effective Date*”) between each of the signatories hereto (collectively, the “*Grantors*”) in favor of **WOODFOREST NATIONAL BANK**, as Administrative Agent for the Secured Parties (in such capacity, the “*Administrative Agent*”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Pledge and Security Agreement*”; capitalized terms used herein not otherwise defined herein has the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Administrative Agent;

WHEREAS, previously (a) Holdings, SSPI, SS Management and SS Manufacturing (collectively, the “*Original Loan Parties*”), the lenders identified therein, and Administrative Agent are parties to that certain Credit Agreement and Guaranty dated as of November 12, 2020 (as amended, modified, extended, renewed or supplemented prior to the date hereof, the “*Existing Credit Agreement*”), (b) pursuant to the Existing Credit Agreement, the Original Loan Parties and the Administrative Agent entered into that certain Pledge and Security Agreement dated as of November 12, 2020 (as amended, modified, extended, renewed or supplemented prior to the date hereof, the “*Existing Pledge and Security Agreement*”), and (c) pursuant to the Existing Credit Agreement and the Existing Pledge and Security Agreement, the Original Loan Parties and the Administrative Agent entered into that certain Intellectual Property Security Agreement dated as of November 12, 2020 (as amended, modified, extended, renewed or supplemented prior to the date hereof, the “*Existing Intellectual Property Security Agreement*”);

WHEREAS, as of the Effective Date, (a) the Borrower, as Borrower, and Holdings, Highway, Ohio Co., HSC Investments, OGC Investments, SSPI, SS Management and SS Manufacturing, as Guarantors, the Lenders, and Administrative Agent have entered into that certain Amended and Restated Credit Agreement and Guaranty, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), pursuant to which the Existing Credit Agreement has been continued and Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower, (b) pursuant to the Credit Agreement, the Grantors and the Administrative Agent have entered into the Pledge and Security Agreement, as further described in the first Recital above;

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined and more fully set forth in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, and other applicable Governmental Authorities; and

WHEREAS, in connection with the Credit Agreement and the Pledge and Security Agreement, upon the terms and subject to the conditions set forth herein, the parties hereto desire to amend and restate the Existing Intellectual Property Security Agreement in its entirety by entering into this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following:

(a) All United States copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the United States Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to *Schedule 1* hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable under, or which is protected by United States federal laws or the law of any state thereof; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including any royalties or income from the Copyright Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the "*Copyrights*").

(b) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in *Schedule 1* hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including any royalties or income from the Patent Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the "*Patents*").

(c) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in *Schedule 1* hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including any royalties or income from the Trademark Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the "*Trademarks*").

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, as applicable, and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Texas.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

Section 6. Amendment and Restatement; No Novation. This Agreement is executed and delivered by the Grantors in amendment, restatement and renewal of, and renews and extends any and all liens and security interests granted pursuant to, the Existing Intellectual Property Security Agreement. Reference is hereby made to the Existing Intellectual Property Security Agreement in all respects for all purposes hereof. The Secured Obligations referred to herein include all of the Secured Obligations outstanding pursuant to the Existing Pledge and Security Agreement immediately prior to the execution of this Agreement, and the parties acknowledge and agree that this Agreement is not intended to, nor shall it, constitute a novation of the Existing Intellectual Property Security Agreement. Each Grantor acknowledges and agrees that all references to the Security Agreement in the Credit Agreement or in any other Loan Document shall mean and refer to the Existing Pledge and Security Agreement, as amended and restated by this Agreement.

Section 7. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

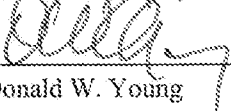
IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTORS:

RACE ROCK INFRASTRUCTURE HOLDCO LLC, a Delaware limited liability company

By: 
Name: Donald W. Young
Title: Chief Executive Officer

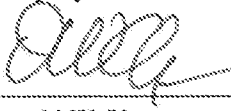
SSPI HOLDINGS, INC., a Delaware corporation

By: 
Name: Donald W. Young
Title: Chief Executive Officer

HIGHWAY SAFETY LLC, a Delaware limited liability company

By: 
Name: Donald W. Young
Title: Chief Executive Officer

OHIO GALVANIZING LLC, a Delaware limited liability company

By: 
Name: Donald W. Young
Title: Chief Executive Officer

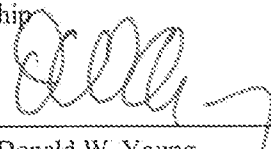
STRUCTURAL AND STEEL PRODUCTS, INC., a Texas corporation

By: 
Name: Donald W. Young
Title: Chief Executive Officer

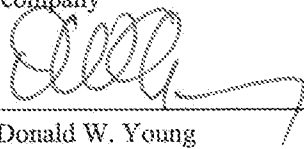
**STRUCTURAL AND STEEL MANAGEMENT,
LLC, a Texas limited liability company**

By: 
Name: Donald W. Young
Title: Chief Executive Officer

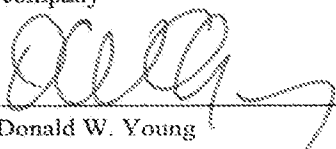
**STRUCTURAL AND STEEL PRODUCTS
MANUFACTURING, LTD., a Texas limited
partnership**

By: 
Name: Donald W. Young
Title: Chief Executive Officer

**HSC INVESTMENTS LLC, a Delaware limited
liability company**

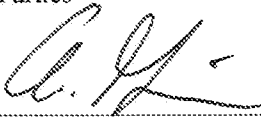
By: 
Name: Donald W. Young
Title: Chief Executive Officer

**OGC INVESTMENTS LLC, a Delaware limited
liability company**

By: 
Name: Donald W. Young
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

WOODFOREST NATIONAL BANK,
a national banking association, as Administrative Agent
for the Secured Parties

By:  _____
Andy Gaines, Senior Vice President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT


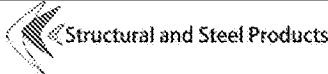
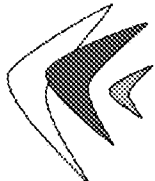
COPYRIGHTS:

None.

PATENTS:

Owner of Record	Country	Title	Application No. / Publication No.	Filing Date / Publication Date	Patent No.	Issue Date
Structural and Steel Products, Inc.	PCT	High Mast Lighting Pole Assembly with Leveling System and Stabilizing System	PCT/US2019/067248 WO 2020/132116 A1	12/18/2019 / 06/25/2020	N/A	N/A

TRADEMARKS:

Owner of Record	Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date
Structural and Steel Products, Inc.	U.S.A.		87579071	08/22/2017	5568461	09/25/2018
Structural and Steel Products, Inc.	U.S.A.		87579083	08/22/2017	5568462	09/25/2018
Structural and Steel Products, Inc.	U.S.A.		87579089	08/22/2017	5568463	09/25/2018