

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|----------------|--------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Precoat Metal Corp. | | 12/19/2012 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | BARCLAYS BANK PLC | | |
| Street Address: | 745 Seventh Avenue, 27th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | CORPORATION: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3075911 | COILTRAK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123108007 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212-735-4559 | | |
| Email: | vindra.richter@weil.com | | |
| Correspondent Name: | Vindra Richter c/o Weil et al | | |
| Address Line 1: | 767 Fifth Ave. | | |
| Address Line 4: | New York, NEW YORK 10153 | | |
| ATTORNEY DOCKET NUMBER: | 21151.0070/S.DAVIS/SEC/VR | | |
| NAME OF SUBMITTER: | Vindra Richter | | |
| Signature: | /vindra richter/ | | |

Date:

01/15/2013

Total Attachments: 6

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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 19, 2012, made by each of the parties signatory hereto as a grantor (each, a "Grantor" and collectively, the "Grantors"), in favor of BARCLAYS BANK PLC, as Collateral Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of December 19, 2012, among BLUE JAY ACQUISITION ("Holdings"), SEQUA CORPORATION (the "Borrower"), the Lenders and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, each Grantor, the Borrower and the other parties thereto have executed and delivered a Security Agreement, dated as of December 19, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest and, to the extent not

otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

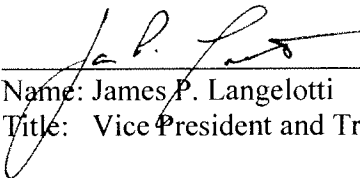
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

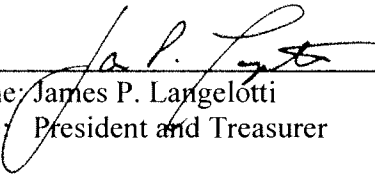
BLUE JAY ACQUISITION CORPORATION,
SEQUA CORPORATION,
CASCO INVESTORS CORPORATION,
CHROMALLOY CASTINGS TAMPA CORPORATION,
CHROMALLOY COMPONENT SERVICES, INC.,
CHROMALLOY SAN DIEGO CORPORATION,
JET SERVICES (DELAWARE), INC.,
SEQUA HOLDINGS, INC.,
CHROMALLOY AMERICAN LLC,
CHROMALLOY COOPERATIVE HOLDINGS LLC,
CHROMALLOY GAS TURBINE LLC,
CHROMALLOY MATERIAL SOLUTIONS LLC,
MIDWEST METAL COATINGS, LLC,
SEQUA COATINGS LLC,
PRECOAT METALS ACQUISITION CORP.,
PRECOAT METALS HOLDINGS CORP.,
PRECOAT METALS CORP.,
ATLANTIC RESEARCH CORPORATION,
SEQUA FINANCIAL CORPORATION,
PACIFIC GAS TURBINE CENTER, LLC,
each as a Grantor,

By: 
Name: James P. Langelotti
Title: Vice President and Treasurer

SEQUA CAPITAL CORPORATION, as a Grantor,

By: 
Name: James P. Langelotti
Title: Chief Financial Officer and Treasurer

SEQUA INVESTMENTS CORPORATION I, as a
Grantor,

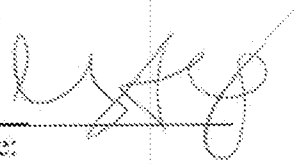
By: 
Name: James P. Langelotti
Title: President and Treasurer

BARCLAYS BANK PLC,
as Collateral Agent

By: _____

Name:

Title:



Craig Malloy
Director

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004942 FRAME: 0977

TRADEMARKS AND TRADEMARK APPLICATIONS

| Mark Name | Current Owner | Status | App Number | App Date | Reg Number | Reg Date | Renewal Date |
|--------------|----------------------------|--------|------------|--------------------|------------|-------------------|---------------------------|
| COILZONE | SEQUA CORPORATION | LIVE | 76165646 | November 15, 2000 | 2613392 | August 27, 2002 | August 27, 2022 (10-YR) |
| STEEL SHIELD | SEQUA CORPORATION | LIVE | 78357519 | January 26, 2004 | 3437533 | May 27, 2008 | May 27, 2014 (6-YR) |
| COILTRAK | PRECOAT METALS CORP. | LIVE | 78490189 | September 27, 2004 | 3075911 | April 4, 2006 | April 4, 2016 (10-YR) |
| CHROMALLOY | CHROMALLOY GAS TURBINE LLC | LIVE | 73726956 | May 6, 1988 | 1524839 | February 14, 1989 | February 14, 2019 (10-YR) |
| RT-21 | CHROMALLOY GAS TURBINE LLC | LIVE | 73472662 | March 28, 1984 | 1339878 | June 11, 1985 | June 11, 2015 (10-YR) |
| RT-22 | CHROMALLOY GAS TURBINE LLC | LIVE | 73265108 | June 5, 1980 | 1233194 | April 5, 1983 | April 5, 2013 (10-YR) |