

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPERIAL ALLOYS CORP.		08/18/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A., as Administrative Agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2649102	BRITEPLUS	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40870.00.0167 - HESLA		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	08/20/2015		
Total Attachments: 3			
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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of August 18, 2015, by IMPERIAL ALLOYS CORP. (“**Grantor**”), in favor of BMO HARRIS BANK, N.A., in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 18, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

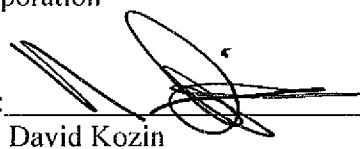
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

IMPERIAL ALLOYS CORP., an Illinois corporation

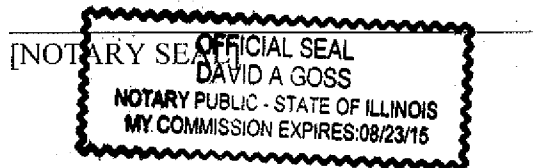
By: 
David Kozin
President

STATE OF IL

COUNTY OF Cook

ss.:

On this 17th day of August, 2015, before me personally came David Kozin, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Imperial Alloys Corp., an Illinois corporation, and that he executed the foregoing instrument in the firm name of Imperial Alloys Corp. and that he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark Serial/ Reg. No.	Status/Key Dates	Owner	Full Goods/Services
BRITEPLUS RN: 2,649,102 SN: 76/333,695	Filed: November 5, 2001 Registered: November 12, 2002 Last Renewal: November 12, 2012	Imperial Alloys Corp. (Illinois Corp.) 1031 East 103rd Street Chicago, Illinois 60628	(Int'l Class: 06) metal additives to galvanizing baths, namely tin, bismuth and aluminum in the form of a custom formulated alloy additive to galvanizing baths