

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The International Metals Reclamation Company, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MACQUARIE BANK LIMITED		
Street Address:	50 Martin Place		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	NSW 2000		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1560462	INMETCO	
Registration Number:	1562636	INMETCO	
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>			
Email:	jennifer.tilley@hoganlovells.com		
Correspondent Name:	Hogan Lovells US LLP		
Address Line 1:	700 Louisiana Street, Suite 4300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	083640.000030		
NAME OF SUBMITTER:	Polly Sims		
SIGNATURE:	/Polly Sims/		
DATE SIGNED:	09/08/2015		
Total Attachments: 10			
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COPYRIGHT, PATENT, AND TRADEMARK SECURITY AGREEMENT

COPYRIGHT, PATENT, AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 30, 2015, among HORSEHEAD HOLDING CORP., a Delaware corporation ("HHC"), HORSEHEAD CORPORATION, a Delaware corporation ("Horsehead"), CHESTNUT RIDGE RAILROAD CORP., a Delaware Corporation ("Chestnut"), THE INTERNATIONAL METALS RECLAMATION COMPANY, LLC, a limited liability company organized under the laws of the State of Delaware ("INMETCO"), and HORSEHEAD METAL PRODUCTS, LLC, a limited liability company organized under the laws of the State of North Carolina ("HMP", together with HHC, Horsehead, Chestnut, and INMETCO, each a "Grantor" and, collectively, the "Grantors"), in favor of MACQUARIE BANK LIMITED, as collateral agent under the CAA (as defined in the Security Agreement referred to below) (in such capacity and together with any permitted successors, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, each Grantor owns the Patents, Trademark registrations and applications, and Copyright registrations and applications listed as owned by such Grantor on Schedule 1 annexed hereto; and

WHEREAS, each Grantor is a party to that certain Security Agreement dated as of June 30, 2015 (as amended, amended and restated, supplemented or otherwise modified, the "Security Agreement"; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement) among Grantors and Collateral Agent;

WHEREAS, pursuant to the terms of the Security Agreement, each Grantor collaterally assigned and pledged to the Collateral Agent, and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, and lien on, all of the Collateral (as defined below), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time may acquire any right, title or interest, as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture and to induce the Secured Parties to purchase the Notes, each Grantor hereby agree as follows:

SECTION 1. Grant of Security Interest. Each Grantor hereby collaterally assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, and lien on, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance

when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

1.1 Copyright Collateral.

(a) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recording thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office (including, without limitation, those set forth on Schedule 1 annexed hereto);

(b) all renewals and extensions thereof and amendments thereto;

(c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements or other violations thereof;

(d) all rights to sue for past, present or future infringements or other violations thereof; and

(e) all rights corresponding thereto throughout the world (collectively, the "Copyright Collateral").

1.2 Patent Collateral.

(a) all letters patent of the United States, any other country or any political subdivision thereof, all registrations and recordings thereof, and all applications for letters patent of the United States, any other country or any political subdivision thereof, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any other country or any political subdivision thereof (including, without limitation, those set forth on Schedule 1 annexed hereto);

(b) all reissues, divisions, continuations, continuations-in-part, extensions and supplementary protection certificates thereof;

(c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages and payments for past, present or future infringements or other violations thereof;

(d) all rights to sue for past, present or future infringements or other violations thereof; and

(e) all rights corresponding thereto throughout the world (collectively, the "Patent Collateral").

1.3 Trademark Collateral.

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, Internet domain names and other source or business identifiers;

(b) all registrations and applications thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (including, without limitation, those set forth on Schedule 1 annexed hereto);

(c) all goodwill connected with the use thereof and symbolized thereby;

(d) all rights and privileges arising under applicable Law with respect to the use of any of the foregoing;

(e) all reissues, extensions and renewals thereof;

(f) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages and payments for past, present or future infringements, dilutions or other violations thereof;

(g) all rights to sue for past, present or future infringements, dilutions or other violations thereof; and

(h) all rights corresponding thereto throughout the world (collectively, the "Trademark Collateral", together with the Copyright Collateral and Patent Collateral, the "Collateral").

SECTION 2. Security Agreement. The foregoing security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 3. Term. This Agreement shall be coterminous with the Security Agreement, as such term is set forth therein.

SECTION 4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (including by telecopy or electronic transmission (e.g. "pdf")), each of which shall constitute an original but all of which when taken together shall constitute one and the same instrument. [Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

HORSEHEAD CORPORATION

By: 


Robert D. Scherich
Vice President and Chief Financial Officer

THE INTERNATIONAL METALS RECLAMATION COMPANY, LLC

By: 

Robert D. Scherich
Vice President and Chief Financial Officer

HORSEHEAD METAL PRODUCTS, LLC

By: 

Robert D. Scherich
Vice President and Chief Financial Officer

By Hand

HORSEHEAD HOLDING CORP.

By: 

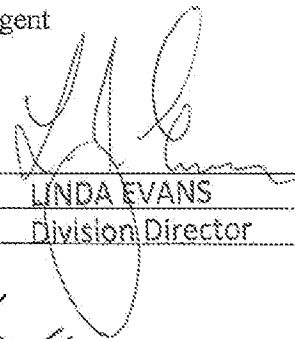
Robert D. Scherich
Vice President and Chief Financial Officer

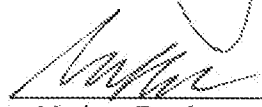
CHESTNUT RIDGE RAILROAD CORP.

By: 

Robert D. Scherich
Vice President and Chief Financial Officer

MACQUARIE BANK LIMITED,
as Collateral Agent

By: 
Name: LINDA EVANS
Title: Division Director

By: 
Name: Nathan Booker
Title: Division Director

(Macquarie POA Ref: #1721 dated 9 October 2014, signed in Sydney)

SCHEDULE 1
to
COPYRIGHT, PATENT, AND TRADEMARK SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE

PATENT REGISTRATIONS AND APPLICATIONS

NONE

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Owner	Country	Mark	Reg. No.	Issued
Horsehead Corporation	U.S.	ECOLOAM	1,834,219	05/03/1994
Horsehead Corporation	U.S.	ECOTITE	3,573,990	02/10/2009
Horsehead Corporation	U.S.	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	3,511,090	10/07/2008
Horsehead Corporation	U.S.	KADOX	174,809	10/23/1923
Horsehead Corporation	U.S.	ZINSTABE	1,033,496	02/17/1976
Horsehead Corporation	U.S.	ZINVISIBLE	2,798,379	12/23/2003
Horsehead Corporation	Canada	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	TMA756445	01/05/2010
Horsehead Corporation	Costa Rica	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	180611	10/07/2008
Horsehead Corporation	Costa Rica	HORSEHEAD CORPORATION AND	180612	10/07/2008

		DESIGN Leading the World in Zinc Recycling		
Horsehead Corporation	Costa Rica	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	180613	10/07/2008
Horsehead Corporation	El Salvador	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	00077, Book 158 (Serial No. 2008074015)	10/25/2010
Horsehead Corporation	El Salvador	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	00016, Book 142 (Serial No. 2008074013)	11/25/2009
Horsehead Corporation	El Salvador	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	00195, Book 160 (Serial No. 2008074014)	12/10/2010
Horsehead Corporation	European Community	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	006674469	01/29/2009
Horsehead Corporation	Guatemala	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	173,712	01/12/2011
Horsehead Corporation	Guatemala	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	173,713	01/12/2011
Horsehead Corporation	Guatemala	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	180,410	02/03/2012
Horsehead Corporation	Japan	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	5,313,135	04/02/2010
Horsehead Corporation	Korea	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	45-0028551	08/10/2009
Horsehead Corporation	Mexico	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	1043019	05/29/2008

Horsehead Corporation	Mexico	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	1043735	05/30/2008
Horsehead Corporation	Mexico	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	1046166	06/24/2008
Horsehead Corporation	Nicaragua	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	0900867	06/15/2009
Horsehead Corporation	Nicaragua	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	0900865	06/15/2009
Horsehead Corporation	Nicaragua	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	0900866	06/15/2009
Horsehead Corporation	Saudi Arabia	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	1060/37	04/15/2009
Horsehead Corporation	Saudi Arabia	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	1060/38	04/15/2009
Horsehead Corporation	Saudi Arabia	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	1062/38	04/22/2009
Horsehead Corporation	Canada	KADOX	TMDA041803	07/11/1927
Horsehead Corporation	Canada	ZINVISIBLE	TMA631638	02/01/2005
Horsehead Corporation	European Community	ZINVISIBLE	2,377,836	07/27/2004
Horsehead Corporation	Switzerland	ZINVISIBLE	494,253	01/31/2002
Horsehead Corporation	China	HORSEHEAD	10535458	02/27/2012
Horsehead Corporation	European Community	HORSEHEAD	1167554	03/04/2013
Horsehead Corporation	Japan	HORSEHEAD	1167554	03/04/2013
Horsehead Corporation	Korea	HORSEHEAD	1167554	03/04/2013
Horsehead Corporation	Russian Federation	HORSEHEAD	488395	05/30/2013

Horsehead Corporation	Taiwan	HORSEHEAD	102014976	03/21/2013
Horsehead Corporation	U.S.	HORSEHEAD	4,221,389	10/09/2012
Horsehead Corporation	International Reg. Madrid Protocol	HORSEHEAD	1167554	03/04/2013
The International Metals Reclamation Company, LLC	United States	INMETCO	1,560,462	10/17/1989
The International Metals Reclamation Company, LLC	United States	INMETCO	1,562,636	10/24/1989

Trademark Applications

Owner	Country	Mark	Serial No.	Filed
Horsehead Corporation	Canada	ECOTITE	1,283,174	12/15/2005
Horsehead Corporation	Brazil	HORSEHEAD CORPORATION AND DESIGN	829605509	02/19/2008
Horsehead Corporation	Brazil	HORSEHEAD CORPORATION AND DESIGN	829605460	02/19/2008
Horsehead Corporation	Brazil	HORSEHEAD CORPORATION AND DESIGN	900745380	02/18/2008
Horsehead Corporation	El Salvador	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	2008074015	02/15/2008
Horsehead Corporation	El Salvador	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	2008074014	02/15/2008
Horsehead Corporation	Guatemala	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	2599-2010	04/15/2010
Horsehead Corporation	Guatemala	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	2598-2010	04/15/2010
Horsehead Corporation	Guatemala	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling	1302-2007	02/15/2008