

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM380909

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900359750

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aleris Rolled Products, Inc.		04/04/2016	Corporation: DELAWARE
Aleris Rolled Products, LLC		04/04/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	535 Griswold Street, Suite 550
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4357875	DURATEX
Registration Number:	3250030	SUREFIT CLIP
Registration Number:	1793386	ALSCO
Registration Number:	1717481	ALSCO
Registration Number:	2972760	ROAD SHIELD
Registration Number:	3521292	SUPER BRITE
Registration Number:	2972761	ULTRA ROAD SHIELD
Registration Number:	3452754	GUTTER GOALIE
Registration Number:	4443601	DYMALAR 2000
Registration Number:	2951695	GUTTER-TUFF
Registration Number:	2462482	VALUBILT

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

TRADEMARK

Address Line 1:	80 Pine Street
Address Line 2:	c/o Cahill Gordon & Reindal LLP
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	04/18/2016
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Total Attachments: 9

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Trademark Security Agreement

Trademark Security Agreement, dated as of April 4, 2016, by Aleris Rolled Products, Inc. and Aleris Rolled Products, LLC (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of U.S. Bank National Association, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security 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, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (the "Trademark Collateral"):

- (a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto, but excluding any Trademarks that are Excluded Assets;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and

deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

ALERIS ROLLED PRODUCTS, LLC

By: 

Name: Eric M. Rychel

Title: President

[Signature Page to Trademark Security Agreement]

ALERIS ROLLED PRODUCTS, INC.

By: 

Name: Eric M. Rychel

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005767 FRAME: 0301

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: James Kowalski
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Aleris Rolled Products, Inc.	4357875	DURATEX
Aleris Rolled Products, Inc.	3250030	SUREFIT CLIP
Aleris Rolled Products, Inc.	1793386	ALSCO
Aleris Rolled Products, Inc.	1717481	ALSCO
Aleris Rolled Products, LLC	2972760	ROAD SHIELD
Aleris Rolled Products, LLC	3521292	SUPER BRITE
Aleris Rolled Products, LLC	2972761	ULTRA ROAD SHIELD
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