

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as successor in interest to Macquarie Bank Limited		10/10/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Horsehead Corporation		
Street Address:	4955 Steubenville Pike, Suite 405		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1834219	ECOLOAM	
Registration Number:	3573990	ECOTITE	
Registration Number:	3511090	HORSEHEAD CORPORATION LEADING THE WORLD	
Registration Number:	0174809	KADOX	
Registration Number:	1033496	ZINSTABE	
Registration Number:	2798379	ZINVISIBLE	
Registration Number:	4221389	HORSEHEAD	
CORRESPONDENCE DATA			
Fax Number:	2128721002		
<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:	212-872-8049		
Email:	ji@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Jaisohn Im		
Address Line 1:	One Bryant Park		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Kwan Koehler		

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SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	10/10/2016
Total Attachments: 4 source=Release of security interest in favor of Horsehead Corporation#page1.tif source=Release of security interest in favor of Horsehead Corporation#page2.tif source=Release of security interest in favor of Horsehead Corporation#page3.tif source=Release of security interest in favor of Horsehead Corporation#page4.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made and effective as of October 10, 2016, and granted by CORTLAND CAPITAL MARKET SERVICES LLC as Collateral Agent (the "Grantee"), in favor of HORSEHEAD CORPORATION, a Delaware corporation (together with its successors and assigns the "Grantor"). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement dated as of June 30, 2015 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Credit Agreement"), among the Grantor, the other borrowers party thereto, the financial institutions from time to time party thereto as lenders and the Grantee, as successor in interest to Macquarie Bank Limited, the Grantor executed and delivered to the Grantee (i) that certain Security Agreement, dated as of June 30, 2015, by and among the Grantor and the other grantors party thereto in favor of Grantee, for the benefit of the Secured Parties (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Security Agreement") and (ii) that certain Copyright, Patent and Trademark Security Agreement, dated as of June 30, 2015, made by the Grantor in favor of the Grantee (the "IP Security Agreement" and, together with the Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Grantee a security interest in all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5618, Frame 0110 on September 8, 2015,

WHEREAS, the Grantor has requested that the Grantee enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Grantee and the Secured Creditors may have in the Trademark Collateral pursuant to the Security Agreements; and

WHEREAS, the Obligations are being repaid by the Borrowers and the Collateral Agent desired to terminate and release its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby states as follows:

1. Release of Security Interest. Grantee, hereby terminates the IP Security Agreement and terminates, releases and discharges its security interests under the IP Security Agreement in, and reassigns to the Grantor, all of the following (collectively, the "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.

2. Filing of the Release. Grantee hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Grantor or its designees, at Grantor's sole cost and expense.

3. Counterparts; Electronic Transmission. This Release may be executed and delivered by facsimile or other means of electronic transmission (including .pdf) and such transmission shall constitute an original for all purposes.

4. Further Assurances. Grantee agrees, at the Grantors' expense, to take all further actions, and provide to the Grantor all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor may reasonably request in order to confirm, effectuate or record this Release.

5. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without reference to its conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CORTLAND CAPITAL MARKET SERVICES LLC
as Grantee

By: 

Name:

Title:

Matthew Trybula
Associate Counsel

SCHEDULE 1

TRADEMARK REGISTRATIONS

OWNER	REGISTRATION NUMBER	TRADEMARK
Horsehead Corporation	1,834,219	ECOLOAM
Horsehead Corporation	3,573,990	ECOTITE
Horsehead Corporation	3,511,090	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling
Horsehead Corporation	174,809	KADOX
Horsehead Corporation	1,033,496	ZINSTABE
Horsehead Corporation	2,798,379	ZINVISIBLE
Horsehead Corporation	4,221,389	HORSEHEAD