

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417298

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|---|------------------------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FERROGLOBE PLC | | 02/15/2017 | a Public Limited Company incorporated under the laws of: ENGLAND and: WALES |
| RECEIVING PARTY DATA | | | |
| Name: | CITIZENS BANK OF PENNSYLVANIA | | |
| Street Address: | 28 STATE STREET | | |
| Internal Address: | MS1515 | | |
| City: | BOSTON | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02109 | | |
| Entity Type: | State Chartered Bank: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86667107 | FERROGLOBE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7035032622 | | |
| <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: | 703 503 2600 | | |
| Email: | vbantug@kslaw.com | | |
| Correspondent Name: | KING & SPALDING | | |
| Address Line 1: | 100 N TRYON STREET | | |
| Address Line 2: | SUITE 3900 | | |
| Address Line 4: | CHARLOTTE, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 18588.015072 | | |
| NAME OF SUBMITTER: | Vicky R. Bantug | | |
| SIGNATURE: | /Vicky R. Bantug/ | | |
| DATE SIGNED: | 02/24/2017 | | |
| Total Attachments: 4 | | | |
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GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST**, dated as of February 15, 2017 is entered into by **FERROGLOBE PLC**, a public limited company incorporated under the laws of England and Wales with a registered address at 5 Fleet Place, London EC4M 7RD, United Kingdom and registered number 09425113 (“**Company**” and “**Grantor**”), in favor of **CITIZENS BANK OF PENNSYLVANIA**, as Administrative Agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, pursuant to that certain Credit Agreement dated as of August 20, 2013 among Globe Specialty Metals, Inc., a Delaware corporation (“**Globe** ”), certain subsidiaries of the Company from time to time party thereto (together with Company and Globe, collectively, the “**Borrowers**” , and each a “**Borrower**”), and pursuant to Section 2.1 of that certain Third Amendment to Credit Agreement dated as of February 15, 2017, Company, the Administrative Agent and the lenders now or hereafter party thereto (the “**Lenders**”) (as amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), the Lenders have agreed to provide the Borrowers with certain credit facilities.

WHEREAS, certain additional extensions of credit may be made from time to time for the benefit of the Grantor and its Subsidiaries pursuant to certain Secured Cash Management Agreements and Secured Hedge Agreements (each as defined in the Credit Agreement, collectively, “**Related Credit Arrangements**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement, Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in and continuing lien on all of Grantor’s right, title and interest in and to the following, in each case whether now owned or hereafter acquired or arising and wherever located (the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for by Grantor in the United States and any state thereof and in foreign countries (including, without limitation, the United States registrations and United States applications set forth on Schedule A annexed hereto), all common law and other rights of Grantor (but in no event any of the obligations) in and to Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor’s business symbolized by the use of and connected with Trademarks; and

(ii) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral shall not include and Grantor shall not be deemed to have granted a security interest in: (i) any applications for trademarks or service

marks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), at which point such trademark or service mark application shall be considered automatically included in the Trademark Collateral, or (ii) any of Grantor's rights or interests in or under, any lease, license, contract, permit, Instrument, Security, agreement or franchise to which Grantor is a party or any of its rights or interests thereunder if and for so long as and to the extent that the grant of such security interest would constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, such lease, license, contract, permit, Instrument, Security, agreement or franchise (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or under any other applicable law (including the Bankruptcy Code) or principles of equity); provided however, that, with respect to the foregoing clause (ii), the security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, or unenforceability shall be remedied or shall cease to exist and, to the extent severable, shall attach immediately to any portion of any such lease, license, contract, permit, Instrument, Security, agreement or franchise that does not result in any of the consequences set forth in subsection (A) or (B) above.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of an irreconcilable conflict between the Credit Agreement and this Agreement, the Credit Agreement shall control.

Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officers thereunto duly authorized as of the date hereof.

FERROGLOBE PLC

By: _____

Name: PEDRO LARREA

Title: CEO

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

1. Registered Trademark ("Ferroglobe Advancing Materials Innovation"); serial number: 79196827; Filing Date: January 5, 2016; Registration Date: N/A (live application); Owner: Ferroglobe PLC (Velonewco Ltd).
2. Registered Trademark ("Ferroglobe"); serial number: 79178715; Filing Date: June 26, 2015; Registration Date: N/A (live application); Owner: Ferroglobe PLC.
3. Registered Trademark ("Ferroglobe"); serial number: 86667107; Filing Date: June 18, 2015; Registration Date: N/A (live application); Owner: Ferroglobe PLC.