

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exal Corporation		03/03/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	129 rue Saint-Jacques		
City:	Montréal, Québec		
State/Country:	CANADA		
Postal Code:	H2Y 1L6		
Entity Type:	Banking Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4000776	EXAL	
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<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) 715-7670		
Email:	KLTrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Tania C. Ramos		
SIGNATURE:	/Tania C. Ramos/		
DATE SIGNED:	03/03/2017		
Total Attachments: 4			
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Notice and Confirmation of Grant of Security Interest in Trademarks

This Notice and Confirmation of Grant of Security Interest in Trademarks (this “Notice”), dated as of March 3, 2017, is made by EXAL CORPORATION, an Ohio corporation (“Grantor”). Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Grantor is party to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among Grantor, Holdings, U.S. Holding Company, and Bank of Montreal, a corporation (*corporation*), registered in Ontario under number ON-1222776 (“U.S. Collateral Agent”); and

WHEREAS, in connection with that certain Credit Agreement, dated as of March 31, 2010 by and among Holdings, U.S. Holding Company, Grantor, certain other affiliates of Holdings, the financial institutions parties thereto, and Fifth Third Bank, as administrative agent and U.S. collateral agent (the “Original Credit Agreement”), Holdings, U.S. Holding Company, Grantor and Fifth Third Bank, as U.S. collateral agent, entered into that certain Guarantee and Collateral Agreement, dated as of March 31, 2010, (the “Existing Guarantee and Collateral Agreement”) pursuant to which, among other things, Holdings, U.S. Holding Company, and Grantor guaranteed obligations under the Original Credit Agreement and pledged certain assets to the U.S. collateral agent in favor of the secured parties thereunder;

WHEREAS, the Original Credit Agreement was amended and restated by that certain Amended and Restated Credit Agreement, dated as of June 7, 2012, by and among Holdings, U.S. Holding Company, Grantor, certain other affiliates of Holdings, the financial institutions parties thereto, and Fifth Third Bank, as administrative agent, U.S. collateral agent and Brazilian collateral agent (the “2012 Credit Agreement”);

WHEREAS, the 2012 Credit Agreement was subsequently amended and restated by that certain Second Amended and Restated Credit Agreement, dated as of February 19, 2016, by and among Holdings, U.S. Holding Company, Grantor, certain other affiliates of Holdings, the financial institutions parties thereto, and Fifth Third Bank, as administrative agent, U.S. collateral agent, European Collateral Agent and Brazilian Collateral Agent (the “Existing Credit Agreement”);

WHEREAS, in connection with (and immediately prior to the entry into) the Third Amended and Restated Credit Agreement, dated as of the date hereof, by and among Holdings, the U.S. Holding Company, Grantor, Element Netherlands Holding Coöperatief U.A., Exal Holdings International B.V., Exal Argentina S.A., Exal Madryn, S.A., Exal Packaging S.A., Exal Brasil-Fabricação de Embalagens de Alumínio Ltda, the financial institutions parties thereto, and Bank of Montreal as administrative agent (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or any successor agreements, the “Credit Agreement”), Fifth Third Bank assigned its administrative agent and collateral agent roles under the Existing Credit Agreement

and the Existing Guarantee and Collateral Agreement to [Bank of Montreal], and [Bank of Montreal] assumed such roles;

WHEREAS, pursuant to and in accordance with the Security Agreement, Grantor granted to the U.S. Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in and to the Trademarks set forth on Schedule I hereto (the "Trademark Collateral").

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

SECTION 1. Confirmation of Grant of Security Interest. Grantor hereby confirms that, subject to existing licenses to use the Trademark Collateral granted by Grantor in the ordinary course of business, pursuant to and in accordance with the Security Agreement it granted to the U.S. Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in and to the Trademark Collateral.

SECTION 2. Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the U.S. Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern. This Notice is expressly subject to the terms and conditions of the Security Agreement.

SECTION 3. Recordation. This Notice has been executed and delivered by Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Counterparts. This Notice may be executed in counterparts and delivered by facsimile or otherwise electronically, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. This Notice shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[Signature Pages follow]

IN WITNESS WHEREOF, Grantor has caused this Notice to be duly executed as of the date first written above.

EXAL CORPORATION

By: 

Name: Scott Leffler

Title: Chief Financial Officer

[Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006001 FRAME: 0468

Schedule I

U.S. Trademark Registrations

Mark	Reg. No.
EXAL	4,000,776