

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423073

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Constellium Singen GmbH		06/12/2016	Corporation: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Constellium Rolled Products Singen GmbH & Co KG		
<b>Street Address:</b>	Alusingen-Platz 1		
<b>City:</b>	Singen		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	78224		
<b>Entity Type:</b>	Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86192778	STAYBRIGHT	
<b>Registration Number:</b>	2212295	SKYBRIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3019720370		
<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>			
<b>Phone:</b>	3019720370		
<b>Email:</b>	trademarks@ems-legal.com		
<b>Correspondent Name:</b>	A. Tally Eitan		
<b>Address Line 1:</b>	18106 Kitchen House Court		
<b>Address Line 2:</b>	c/o Edna Eisemann		
<b>Address Line 4:</b>	Germantown, MARYLAND 20874		
<b>NAME OF SUBMITTER:</b>	Michelle Rosenberg		
<b>SIGNATURE:</b>	/mw/		
<b>DATE SIGNED:</b>	04/09/2017		
<b>Total Attachments: 4</b>			
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source=Trademark_deed_of_assignment_CSTRP#page2.tif			
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# TRADEMARK DEED OF ASSIGNMENT

This **TRADEMARK DEED OF ASSIGNMENT** (the "**Agreement**") is made on June, 12, 2016 by and between:

**BETWEEN:** **Constellium Singen GmbH**, a company incorporated under the laws of Germany, having its registered office at Alusingen-Platz 1, 78224 Singen (Germany) and registered in the commercial register at the local court in Freiburg under no. HRB 540034

(hereinafter referred to as "**Assignor**")

**AND:** **Constellium Rolled Products Singen GmbH & Co. KG**, a company incorporated under the laws of Germany, having its registered office at Alusingen-Platz 1, 78224 Singen (Germany) and registered in the commercial register at the local court in Freiburg under no. HRA 704399

(hereinafter referred to as "**Assignee**")

The **Assignor** and the **Assignee** are being referred to below, individually as "Party" and together as "Parties".

## PREAMBLE

**WHEREAS**, the Assignor is the owner of the registered German trademarks and/or trademark applications that are set out in the attached concluding Annex (hereinafter commonly referred to as the "Trademarks").

**WHEREAS**, as the Trademarks are related to the businesses of the Assignee, the Assignor has agreed to assign all its rights, titles and interests in and to the Trademarks to the Assignee on and subject to the conditions of this Agreement.

**NOW THEREFORE**, for and in consideration of the agreements set forth below, Assignee and Assignor agree as follows:

## 1. ASSIGNMENT AND TRANSFER

1.1 The Assignor hereby assigns to the Assignee all rights, titles and interests held by the Assignor in and to the Trademarks with all the goodwill attaching to and represented by the Trademarks but no other goodwill. The Assignor also assigns all rights of action arising or accrued relating to the Trademarks or for passing off or for otherwise infringing the rights of the Assignor in the Trademarks and the right to seek and recover damages and all other remedies for past infringements.

1.2 The Assignee accepts the assignment and the transfer of the Trademarks.

## 2. FURTHER ASSURANCE

2.1 Each Party shall co-operate and use reasonable efforts that any necessary step and acts (e.g. signing or delivery of documents) are executed to effect and execute the transfer of the Trademarks to the Assignee (including the change of ownership registration in the relevant registers) and to give the Assignee hereunder the full

benefit to the Trademarks. This includes also obtaining the necessary consent or approval, if any, of third parties.

- 2.2 The Assignee shall be responsible for recording the assignment of the Trademarks at all relevant intellectual property registries as soon as practicable. All necessary fees and expenses related to the assignment, transfer and registration of the Trademarks to the Assignee shall be borne by the Assignor.
- 2.3 In so far as it is able to do so, Assignor shall provide any assistance that Assignee reasonably requests, at Assignee's costs, to assist the Assignee to defend and / or enforce the rights assigned pursuant to Clause 1.1 or in relation to any other proceedings which may be brought by or against the Assignee or by any third party relating to those rights.

### **3. NO WARRANTIES**

No warranties, indemnities, representations or undertakings, expressly or implied, are made hereunder by any Party, unless expressly stated herein. In particular, it is neither represented nor warranted that no claims will be made against another by third parties for infringement of their rights.

### **4. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof at the date of this Agreement and supersedes all prior written or oral agreements and understandings of the Parties.

### **5. MISCELLANEOUS**

- 5.1 No amendment, waiver or variation to this Agreement shall be binding and effective, unless it is in writing and signed by duly authorized representatives of both Parties.
- 5.2 The Annex "Trademarks" forms part of this Agreement.
- 5.3 No person other than the Parties hereto shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the Parties hereto any rights, benefits or remedies.
- 5.4 Any provision in this Agreement prohibited by the applicable law or by court decree shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement, and this Agreement shall be construed as if such prohibited provision had never been contained herein. However, the Parties hereby agree to negotiate an equitable amendment of this Agreement if a material provision is adversely affected.
- 5.5 No failure of a Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Assignment (each a "Right") will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise of such Right or the exercise of any other Right.

### **6. COUNTERPARTS**

The Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by executing any such counterpart.

### **7. GOVERNING LAW**

The Parties agree that this Agreement shall be governed, construed and interpreted in accordance with the laws of Germany.

The courts of Germany shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed of Assignment and the documents to be entered into pursuant to it and that, accordingly, any proceeding arising out of or in connection with this Deed of Assignment and the documents to be entered into pursuant to it shall be brought to such courts.

In witness whereof duly authorized representatives of the Parties hereto have signed duplicated copies this Agreement.

**Constellium Singen GmbH**

Jean-Rémi BUTRUILLE  
Internal Property Officer

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**Constellium Rolled Products  
Singen GmbH & Co. KG**

Jean-Rémi BUTRUILLE  
Internal Property Officer

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IRBU

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Annex: Trademarks

Trademark Name	Country	Sub Case	Status	Application No.	Filing Date	Registration No.	Registration Date
STAYBRIGHT	US		Registered	86/192778	13-02-14	4746098	02-06-15
BUTLERFINISH	US		Registered	78/448134	09-07-04	3262010	10-07-07
SKYBRIGHT	US	1	Registered	266740	31-03-97	2212295	22-12-98
LONGLINEFINISH	US	1w	Registered	879193	16-09-05	879193	16-09-05