

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425632

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHROMALLOY GAS TURBINE LLC		04/28/2017	Limited Liability Company:
SEQUA CORPORATION		04/28/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARCLAYS BANK PLC		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2613392	COILZONE	
<b>Registration Number:</b>	3437533	STEEL SHIELD	
<b>Registration Number:</b>	1524839	CHROMALLOY	
<b>Registration Number:</b>	1527366		
<b>Registration Number:</b>	2563399	CG T DER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	212.310.8251		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Thomas P. Mastoras		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Tom Mastoras 21151.0160		
<b>NAME OF SUBMITTER:</b>	Thomas P. Mastoras		
<b>SIGNATURE:</b>	/Thomas P. Mastoras/		

CH \$140.00 2613392

**DATE SIGNED:**

05/01/2017

**Total Attachments: 11**

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## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated April 28, 2017, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Barclays Bank PLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SEQUA MEZZANINE HOLDINGS L.L.C., a Delaware limited liability company (the “Borrower”), and SEQUA CORPORATION, a Delaware corporation (“Holdings”), have entered into the Second Lien Credit Agreement dated as of April 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, BARCLAYS BANK PLC, as Administrative Agent or Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated April 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the “Trademark Collateral”);

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

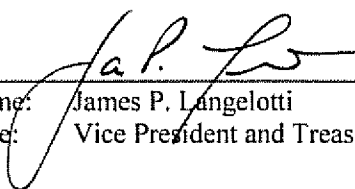
(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP

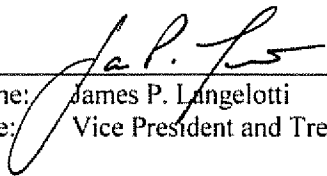
SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**CHROMALLOY GAS TURBINE LLC, as  
Grantor**


By:   
Name: James P. Langelotti  
Title: Vice President and Treasurer

**SEQUA CORPORATION, as Grantor**

By:   
Name: James P. Langelotti  
Title: Vice President and Treasurer



**BARCLAYS BANK PLC**  
as Collateral Agent

By   
Name: Craig Malloy  
Title: Director

**Schedule A**



**PATENT COLLATERAL**

<b>Title</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Owner</b>
Process and apparatus to restore distorted features on gas turbine vanes	14/208,489	March 13, 2014	9,138,793	September 22, 2015	Chromalloy Gas Turbine LLC
Surface analysis for detecting closed holes, and device	13/502,787	July 10, 2012	8,437,010	May 7, 2013	Chromalloy Gas Turbine LLC and Siemens Aktiengesellschaft
Method for producing a hole	12/223,204	July 24, 2008	8,237,082	August 7, 2012	Chromalloy Gas Turbine LLC and Siemens Aktiengesellschaft
Turbine vane restoration system	11/823,767	June 28, 2007	8,186,056	May 29, 2012	Chromalloy Gas Turbine LLC and Siemens Energy, Inc.
METHOD FOR THE PRODUCTION OF A HOLE AND DEVICE	10/574,724	April 6, 2006	7,816,625	October 19, 2010	Chromalloy Gas Turbine LLC and Siemens Aktiengesellschaft
Turbine vane airfoil reconfiguration method	12/372,168	February 17, 2009	7,730,756	June 8, 2010	Chromalloy Gas Turbine LLC
Turbine vane airfoil reconfiguration method	11/591,908	November 2, 2006	7,536,783	May 26, 2009	Chromalloy Gas Turbine LLC
Maskant for use during laser welding or drilling	09587205	June 5, 2000	6,376,800	April 23, 2002	Chromalloy Gas Turbine LLC
Method of repairing a turbine blade	09/479,789	January 7, 2000	6,332,272	December 25, 2001	Chromalloy Gas Turbine LLC and Siemens Energy, Inc.
Protective gas shroud for welding	09/259,958	March 1, 1999	6,037,563	March 14, 2000	Chromalloy Gas Turbine LLC
Turbine Blade Platform Undercut With Decreasing Radii Curve	14/972,575	December 17, 2015			Chromalloy Gas Turbine LLC
Tri-barrier ceramic coating	13/066,974	April 30, 2011	9,017,792	April 28, 2015	Chromalloy Gas Turbine LLC
Process for repairing sulfidation damaged turbine components	11/189,347	July 26, 2005	7,146,990	December 12, 2006	Chromalloy Gas Turbine LLC
Durable thermal barrier coating having low thermal conductivity	10/835,667	May 3, 2004	7,041,383	May 9, 2006	Chromalloy Gas Turbine LLC
Thermal barrier coating having low thermal conductivity	10/372,570	February 24, 2003	6,803,135	October 12, 2004	Chromalloy Gas Turbine LLC
Abradeable seal system	09/875,764	June 6, 2001	6,537,021	March 25, 2003	Chromalloy Gas Turbine LLC

<b>Title</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Owner</b>
Laser machining cooling holes in gas turbine components	09/741,727	December 20, 2000	6,420,677	July 16, 2002	Chromalloy Gas Turbine LLC
Method for removing coating material from a cooling hole of a gas turbine engine component	09/973,642	October 9, 2001	6,380,512	April 30, 2002	Chromalloy Gas Turbine LLC
Welding superalloy articles	09/527,362	March 17, 2000	6,333,484	December 25, 2001	Chromalloy Gas Turbine LLC
Method for producing abrasive tips for gas turbine blades	09/410,922	April 16, 1999	6,194,086	February 27, 2001	Chromalloy Gas Turbine LLC
Method for replacing a turbine vane airfoil	09/373,277	August 12, 1999	6,173,491	January 16, 2001	Chromalloy Gas Turbine LLC
Electrochemical stripping of turbine blades	09/231,057	January 14, 1999	6,165,345	December 26, 2000	Chromalloy Gas Turbine LLC
Laser welding superalloy articles	09/153,477	September 15, 1998	6,054,672	April 25, 2000	Chromalloy Gas Turbine LLC
Method for producing abrasive tips for gas turbine blades	08/965,559	November 6, 1997	5,935,407	August 10, 1999	Chromalloy Gas Turbine LLC
Method and apparatus for gas phase coating complex internal surfaces of hollow articles	08/896,579	July 18, 1997	5,928,725	July 27, 1999	Chromalloy Gas Turbine LLC
Laser drilling holes in components by combined percussion and trepan drilling	09/008,092	January 16, 1998	5,837,964	November 17, 1998	Chromalloy Gas Turbine LLC

**Schedule B**

**TRADEMARK COLLATERAL**

<b>Mark Name</b>	<b>Current Owner</b>	<b>Status</b>	<b>App Number</b>	<b>App Date</b>	<b>Reg Number</b>	<b>Reg Date</b>	<b>Renewal Date</b>
COILZONE	SEQUA CORPORATION	LIVE	76165646	November 15, 2000	2613392	August 27, 2002	August 27, 2022 (10-YR)
STEEL SHIELD	SEQUA CORPORATION	LIVE	78357519	January 26, 2004	3437533	May 27, 2008	May 27, 2014 (6-YR)
CHROMALLOY	CHROMALLOY GAS TURBINE LLC	LIVE	73726956	May 6, 1988	1524839	February 14, 1989	February 14, 2019 (10-YR)
	CHROMALLOY GAS TURBINE LLC	LIVE	73726957	May 6, 1988	1527366	February 28, 1989	February 28, 2018
	CHROMALLOY GAS TURBINE LLC	LIVE	76170515	November 24, 2000	2563399	April 23, 2002	April 23, 2022

Schedule C

**COPYRIGHT COLLATERAL**

None.