

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TA CHEN INTERNATIONAL, INC.		05/08/2017	Corporation: CALIFORNIA
TCI INVESTMENT GROUP, INC.		05/08/2017	Corporation: CALIFORNIA
EMPIRE RESOURCES, INC.		05/08/2017	Corporation: DELAWARE
EMPIRE RESOURCES PACIFIC, LTD.		05/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3481097	POLYTEC	
Registration Number:	3481098	POLY TEC	
Registration Number:	3296062	LEXWOOD	
Registration Number:	3310303	LEXWOOD	
Registration Number:	3591639		
Registration Number:	3373486	SUNLAND	
Registration Number:	2935747	POLYCORE	
Registration Number:	2937277	SUNLAND SHUTTERS	
Registration Number:	1732454	PM PEACHTREE METALS CO.	
Registration Number:	4843878	GRATTAN	
Registration Number:	5062072	EMPIRE RESOURCES	
Registration Number:	5189048	EMPIRE RESOURCES, INC.	
CORRESPONDENCE DATA			

OP \$315.00 3481097

Fax Number: 8602402701

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.

Phone: 860.240.2935

Email: michelle.fournier@morganlewis.com

Correspondent Name: Michelle Walters Fournier

Address Line 1: One State Street

Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Michelle Walters Fournier
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SIGNATURE:	/Michelle Walters Fournier/
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DATE SIGNED:	05/08/2017
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of May 8, 2017, by and among TA CHEN INTERNATIONAL, INC., a California corporation, TCI INVESTMENT GROUP, INC., a California corporation, EMPIRE RESOURCES, INC., a Delaware corporation, and EMPIRE RESOURCES PACIFIC, LTD., a Delaware corporation (each a "Grantor", and collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the Administrative Agent and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License with respect to Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

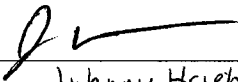
8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Page Follows]

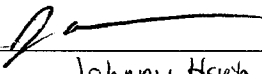
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

GRANTORS:

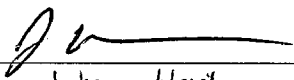
TA CHEN INTERNATIONAL, INC.,
a California corporation

By: 
Name: Johnny Hsieh
Title: President

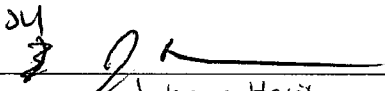
TCI INVESTMENT GROUP, INC.,
a California corporation

By: 
Name: Johnny Hsieh
Title: President

EMPIRE RESOURCES, INC.,
a Delaware corporation

By: 
Name: Johnny Hsieh
Title: CEO

EMPIRE RESOURCES PACIFIC, LTD.,
a Delaware corporation

By: 
Name: Johnny Hsieh
Title: CEO

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:

Name: Jeannette Behm

Title: Authorized Officer


[Signature page to Trademark Security Agreement]


TRADEMARK
REEL: 006052 FRAME: 0699

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TA CHEN INTERNATIONAL, INC.

Name of Grantor	Trademark	Registration Date	Registration Number
TA CHEN INTERNATIONAL, INC.	POLYTEC	05-AUG-2008	3481097
TA CHEN INTERNATIONAL, INC.	<i>Poly TEC</i>	05-AUG-2008	3481098
TA CHEN INTERNATIONAL, INC.	<i>LexWOOD</i>	25-SEP-2007	3296062
TA CHEN INTERNATIONAL, INC.	LEXWOOD	16-OCT-2007	3310303
TA CHEN INTERNATIONAL, INC.	 DESIGN ONLY	17-MAR-2009	3591639
TA CHEN INTERNATIONAL, INC.	SUNLAND	22-JAN-2008	3373486
TA CHEN INTERNATIONAL, INC.	POLYCORE	29-MAR-2005	2935747
TA CHEN INTERNATIONAL,	SUNLAND SHUTTERS	05-APR-2005	2937277

Name of Grantor	Trademark	Registration Date	Registration Number
INC.			
TA CHEN INTERNATIONAL, INC.		17-NOV-1992	1732454

TRADEMARK APPLICATIONS
TA CHEN INTERNATIONAL, INC.

None.

TRADEMARKS

TCI INVESTMENT GROUP, INC.

Name of Grantor	Trademark	Registration Date	Registration Number
TCI INVESTMENT GROUP, INC.	GRATTAN	03-NOV-2015	4843878

TRADEMARK APPLICATIONS

TCI INVESTMENT GROUP, INC.

None.

TRADEMARKS

EMPIRE RESOURCES, INC.

Name of Grantor	Trademark	Registration Date	Registration Number
EMPIRE RESOURCES, INC.	Empire Resources	18-OCT-2016	5062072
EMPIRE RESOURCES, INC.	 (WORD AND DESIGN)	25-APR-2017	5189048

TRADEMARK APPLICATIONS

EMPIRE RESOURCES, INC.

None.

TRADEMARKS (CANADA)

EMPIRE RESOURCES, INC.

Name of Grantor	Trademark	Registration Date	Registration Number
EMPIRE RESOURCES, INC.	THE IDEAL MACHINABLE PLATE	02-JUNE-2004	TMA611875
EMPIRE RESOURCES, INC.	4METALS	04-SEPT-2003	TMA588922

Name of Grantor	Trademark	Registration Date	Registration Number
EMPIRE RESOURCES, INC.	4METALS.COM	05-SEPT-2003	TMA588939
EMPIRE RESOURCES, INC.	TREAD BRIGHT THE POLISHED LOOK & Design	06-SEPT-2007	TMA695803

TRADEMARKS

EMPIRE RESOURCES PACIFIC, LTD.

None.

TRADEMARK APPLICATIONS

EMPIRE RESOURCES PACIFIC, LTD.

None.

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