

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448157

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EMS ENGINEERED MATERIALS SOLUTIONS, LLC		10/20/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	One Boston Place		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3577264	COPPERPLUS	
<b>Registration Number:</b>	2743256	ENGINEERED MATERIALS SOLUTIONS	
<b>Registration Number:</b>	2767329	ENGINEERED MATERIALS SOLUTIONS	
<b>Registration Number:</b>	5130524	SIGMACLAD	
<b>Registration Number:</b>	0335218	TRUFLEX	
<b>Registration Number:</b>	2104137	DURAFOIL	
<b>Registration Number:</b>	3505100	CLAD IT.	
<b>Registration Number:</b>	4018864	DIESEL FOIL	
<b>Serial Number:</b>	86849123	SIGMACLAD	
<b>Serial Number:</b>	86826012	CORELOK	
<b>Serial Number:</b>	86235611	AMERI-CLAD	
<b>Serial Number:</b>	86235629	AMERI-PLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	kansley@stradley.com		
<b>Correspondent Name:</b>	Kareem Ansley		

CH \$315.00 3577264

**Address Line 1:** Stradley Ronon  
**Address Line 2:** 100 Park Avenue  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 185535-0062

**NAME OF SUBMITTER:** Kareem Ansley

**SIGNATURE:** /Kareem Ansley/

**DATE SIGNED:** 10/23/2017

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 20 day of October, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of October 20, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among EMS HOLDINGS II, LLC, a Delaware limited liability company (“Parent”), EMS ENGINEERED MATERIALS SOLUTIONS, LLC, a Delaware limited liability company (“EMS LLC”), EMS CUP, LLC, a Delaware limited liability company (“EMS CUP”; together with EMS LLC and those additional entities that become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), Agent, Wells Fargo as lead arranger, Wells Fargo as book runner, Wells Fargo as syndication agent and Wells Fargo as documentation agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 20, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

a. all of its trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (collectively, the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent constituting Excluded Assets in the Guaranty and Security Agreement;

b. all of its Trademark Intellectual Property Licenses to which it is a party (except to the extent constituting Excluded Assets in the Guaranty and Security Agreement), including those referred to on Schedule I; and

c. all products and proceeds (as that term is defined in the Code) 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 Intellectual Property 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 Trademark Intellectual Property License.

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 Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, 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 Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the Guaranty and 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. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. 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 shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

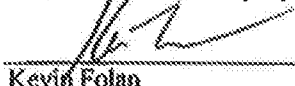
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS 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 day and year first above written.


GRANTOR:

EMS ENGINEERED MATERIALS SOLUTIONS, LLC,  
a Delaware limited liability company

By:   
Name: Kevin Folan  
Title: Chief Financial Officer

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
a national banking association

By:   
Name: Thomas Blackman  
Title: Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

GRANTOR	COUNTRY	MARK	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
EMS Engineered Materials Solutions LLC	Canada	COPPERPLUS	3/4/2008	1385867	3/3/2011	TMA792110
	Community Trademark	COPPERPLUS	2/29/2008	6712145		
	Mexico	COPPERPLUS	3/3/2008	0918249		
EMS Engineered Materials Solutions LLC	US	COPPERPLUS	9/5/2007	77/272176	2/17/2009	3,577,264
EMS Engineered Materials Solutions LLC	Community Trademark	ENGINEERED MATERIALS SOLUTIONS & DESIGN	2/3/2004	3646007	5/18/2005	3646007
EMS Engineered Materials Solutions LLC	US	ENGINEERED MATERIALS SOLUTIONS & DESIGN	1/4/2001	76/189754	7/29/2003	2,743,256
EMS Engineered Materials Solutions LLC	US	ENGINEERED MATERIALS SOLUTIONS	10/19/2000	76/150086	9/23/2003	2,767,329
EMS Engineered Materials Solutions LLC	US	SIGMACLAD	12/15/2015	86981232	1/24/2017	5,130,524
EMS Engineered Materials Solutions LLC	Argentina	TRUFLEX	2/21/2005	1816908	8/20/2015	2748401
EMS Engineered Materials Solutions LLC	Argentina	TRUFLEX	2/21/2005	1816909	8/20/2015	2748402
EMS Engineered Materials Solutions LLC	Australia	TRUFLEX	2/2/1955	121916	2/2/1955	A121916
EMS Engineered Materials Solutions LLC	Brazil	TRUFLEX	3/3/1948	2176262	3/3/1948	2176262
EMS Engineered Materials Solutions LLC	Benelux	TRUFLEX (STYLIZED)	8/10/1971	541243	8/10/1991	47976
EMS Engineered	Canada	TRUFLEX	6/3/1938	173453	6/3/1938	UCA10519



GRANTOR	COUNTRY	MARK	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
Materials Solutions LLC						
EMS Engineered Materials Solutions LLC	Germany	TRUFLEX (STYLIZED)	11/10/1954	M89149WZ	9/7/1955	681332
EMS Engineered Materials Solutions LLC	Spain	TRUFLEX	3/20/1959	346543	3/20/1959	346543
EMS Engineered Materials Solutions LLC	France	TRUFLEX	12/23/1985	773651	12/23/1985	1336067
EMS Engineered Materials Solutions LLC	Great Britain	TRUFLEX (STYLIZED)	8/2/1950	B691221	8/2/1950	B691221
EMS Engineered Materials Solutions LLC	Italy	TRUFLEX	9/18/1991	329491RM	12/14/2010	1388523
EMS Engineered Materials Solutions LLC	Japan	TRUFLEX (STYLIZED)	1/26/1984	S56-009711	1/26/1984	1649897
EMS Engineered Materials Solutions LLC	Mexico	TRUFLEX	6/13/2008	0940631	11/12/2008	1071593
EMS Engineered Materials Solutions LLC	Sweden	TRUFLEX	9/13/1991	1991-07824	9/3/1993	251318
EMS Engineered Materials Solutions LLC	US	TRUFLEX	12/18/1935	71/372767	5/26/1936	0335218
EMS Engineered Materials Solutions LLC	US	DURAFOIL	2/26/1996	75/062505	10/7/1997	2,104,137
EMS Engineered Materials Solutions LLC	US	CLAD IT.	2/25/2008	77/405331	9/23/2008	3,505,100
EMS Engineered Materials Solutions LLC	US	DIESEL FOIL	1/21/2011	85223448	08/30/2011	4,018,864
EMS Engineered Materials Solutions LLC	US	SIGMACLAD	12/15/2015	86849123		
EMS Engineered Materials Solutions LLC	US	CORELOK	11/19/2015	86826012		

GRANTOR	COUNTRY	MARK	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
EMS Engineered Materials Solutions LLC	US	AMERI-CLAD	3/28/2014	86235611		
EMS Engineered Materials Solutions LLC	US	AMERI-PLY	3/28/2014	86235629		
EMS Engineered Materials Solutions LLC	Brazil	COPPERPLUS	3/4/2008	829617329		
EMS Engineered Materials Solutions LLC	Community Trademark	COPPERPLUS	2/29/2008	6712145		

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

**Trademark Licenses**