

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462668

<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>
SXCL Acquisition Corp.		02/16/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3127815	DUNMORE CORPORATION	
<b>Registration Number:</b>	2645289	DUNMORE	
<b>Registration Number:</b>	1035345	DUN-RAY	
<b>Registration Number:</b>	1006918	DUN-TRAN	
<b>Registration Number:</b>	1026202	DUN-KOTE	
<b>Registration Number:</b>	1009935	DUN-CHROME	
<b>Registration Number:</b>	1006917	DUN-BRITE	
<b>Registration Number:</b>	1006916	DUN-ORO	
<b>Registration Number:</b>	1006915	DUN-LAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325767		
<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>	215-569-5767		
<b>Email:</b>	perry@blankrome.com		
<b>Correspondent Name:</b>	David M. Perry (074658-17078)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		

OP \$240.00 3127815

<b>NAME OF SUBMITTER:</b>	David M. Perry
<b>SIGNATURE:</b>	/David M. Perry/
<b>DATE SIGNED:</b>	02/20/2018
<b>Total Attachments: 5</b> source=Guarantor Joinder - Supplement to IP Security Agreement (SXCL)#page1.tif source=Guarantor Joinder - Supplement to IP Security Agreement (SXCL)#page2.tif source=Guarantor Joinder - Supplement to IP Security Agreement (SXCL)#page3.tif source=Guarantor Joinder - Supplement to IP Security Agreement (SXCL)#page4.tif source=Guarantor Joinder - Supplement to IP Security Agreement (SXCL)#page5.tif	

## **SUPPLEMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Supplement to Patent, Trademark and Copyright Security Agreement (“Supplement”) dated as of February 16, 2018, is entered into by and among SXCL Acquisition Corp., a Delaware corporation (the “Pledgor”) and PNC Bank, National Association (“PNC”), as collateral agent for the Secured Parties (as defined in the Credit Agreement defined below) (PNC in such capacity, the “Collateral Agent”).

### **BACKGROUND**

This Supplement is being delivered in connection with (i) that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) dated as of November 14, 2017, by and among Handy & Harman Group Ltd., a Delaware corporation, SPH Group Holdings LLC, a Delaware limited liability company, Steel Excel Inc., a Delaware corporation, and API Americas Inc., a Delaware corporation (collectively, the “US Borrowers”), Cedar 2015 Limited, a private limited company organized under the laws of England and Wales (“UK Borrower” and together with the US Borrowers, the “Borrowers” and each individually a “Borrower”), the Guarantors party thereto, the Lenders party thereto and PNC, as Administrative Agent, (ii) that certain Security Agreement (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”) dated November 14, 2017 by and among the Borrowers, the Pledgors, the Guarantors party thereto, PNC as Collateral Agent and the other parties party thereto, and (iii) that certain Patent, Trademark and Copyright Security Agreement dated November 14, 2017 in favor of Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

A. Pursuant to the Credit Agreement, the Security Agreement and the IP Security Agreement, the Borrowers and Guarantors agreed, among other things, to grant a security interest to the Collateral Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) in certain patents, trademarks, copyrights and other intellectual property as security for such loans and other obligations as more fully described in the IP Security Agreement.

B. Pledgor was joined to the Credit Agreement as a Guarantor thereunder and has acquired certain Patents, Trademarks and Copyrights set forth on Schedule A(1) attached hereto and made part hereof (collectively, the “Additional IP”).

C. Pledgor and Collateral Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Collateral Agent’s lien on and security interest in the Additional IP, as set forth more fully in the IP Security Agreement and for recording in the United States Patent and Trademark Office and United States Copyright Office, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement, the Security Agreement, the IP Security Agreement and the other Loan Documents (as defined in the Credit Agreement) and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Secured Obligations (as defined in the Security Agreement), Pledgor grants a lien and security interest to Collateral Agent for the ratable benefit of Lenders, in all of its present and future right, title and interest in and to the Additional IP and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the rights and remedies of Collateral Agent with respect to the security interest in the Additional IP granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the IP Security Agreement contained in the Credit Agreement, the Security Agreement or the other Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A to the IP Security Agreement is hereby supplemented by the information contained on Schedule A(1) attached hereto. All references to Schedule A contained in the Credit Agreement, the Security Agreement, IP Security Agreement or the other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A(1).

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement, Security Agreement and the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement 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. Signature by facsimile or PDF shall also bind the parties hereto.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**SXCL ACQUISITION CORP.**

By: \_\_\_\_\_

Name: *Michael Woodworth*

Title: *President*

Acknowledged and accepted:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By: \_\_\_\_\_

Name: Bryan Flory

Title: Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006274 FRAME: 0584**

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**SXCL ACQUISITION CORP.**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and accepted:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Bryan Flory  
Title: Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006274 FRAME: 0585**

## SCHEDULE A(1)

### LIST OF ADDITIONAL REGISTERED PATENTS, TRADEMARKS, COPYRIGHTS AND INTELLECTUAL PROPERTY LICENSES

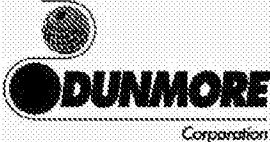
#### PATENT REGISTRATIONS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
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#### OTHER PATENTS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
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#### TRADEMARK REGISTRATIONS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
SXCL Acquisition Corp.	3127815	Dunmore Corporation and Design 
SXCL Acquisition Corp.	2645289	DUNMORE (Word Mark)
SXCL Acquisition Corp.	1035345	DUN-RAY (Word Mark)
SXCL Acquisition Corp.	1006918	DUN-TRAN (Word Mark)
SXCL Acquisition Corp.	1026202	DUN-KOTE (Word Mark)
SXCL Acquisition Corp.	1009935	DUN-CHROME (Word Mark)
SXCL Acquisition Corp.	1006917	DUN-BRITE (Word Mark)
SXCL Acquisition Corp.	1006916	DUN-ORO (Word Mark)
SXCL Acquisition Corp.	1006915	DUN-LAR (Word Mark)

#### COPYRIGHT REGISTRATIONS:

<u>OWNER</u>	<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
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