

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Core Metals Group LLC		02/27/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	300 Fifth Avenue, 10th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3677350	CORE METALS GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2164798386		
Email:	rebecca.gallagher@squirepb.com		
Correspondent Name:	Rebecca Gallagher		
Address Line 1:	127 Public Square, 4900 Key Tower		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Rebecca Gallagher		
SIGNATURE:	/s/ Rebecca Gallagher		
DATE SIGNED:	02/27/2018		
Total Attachments: 5			
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "IP Security Agreement") is made and entered into as of this 27 day of February, by and among EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO and each of the other persons and entities that become bound hereby from time to time by joinder, assumption or otherwise (each a "Grantor" and collectively, the "Grantors") and PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent under and pursuant to the Credit Agreement, hereinafter defined (the "Secured Party"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Recitals:

A. Ferroglobe PLC, a public limited company organized under the laws of England and Wales ("Borrower"), the Guarantors party thereto as the "Guarantors", the Lenders party thereto as the "Lenders", PNC Bank, National Association, as the "Administrative Agent", and PNC Bank, National Association, as the "Swing Lender" and the "Issuing Lender", are the parties to that certain Credit Agreement dated as of February 27, 2018 (as amended, restated, supplemented, replaced and otherwise modified from time to time, the "Credit Agreement").

B. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantors deliver this IP Security Agreement.

C. The Grantors are party to that certain US Security and Pledge Agreement dated as of February 27, 2018 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Secured Party.

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. INCORPORATION OF CREDIT AGREEMENT AND SECURITY AGREEMENT. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

2. SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS, ETC. Each Grantor hereby pledges and grants to the Secured Party for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Proprietary Collateral of such Grantor (collectively, the "IP Collateral"):

- (a) the Intellectual Property of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

3. SECURITY AGREEMENT. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.


4. TERMINATION. Upon the termination of the security interests granted to the Secured Party under the Security Agreement in accordance with Section 22 thereof, the Secured Party shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the IP Collateral.

5. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this IP Security Agreement by signing and delivering one or more counterparts.

6. GOVERNING LAW. Section 11.11.1 through Section 11.11.5 of the Credit Agreement are incorporated herein, mutatis mutandis, as if a part hereof.

[Signatures Follow on Next Page]

CORE METALS GROUP LLC, a
Delaware limited liability company

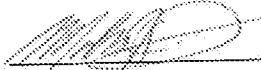
By: 
Name: Joe Ragan
Title: Vice President and Treasurer

[Signature Page to Patent, Trademark and Copyright Security Agreement]

TRADEMARK
REEL: 006280 FRAME: 0704

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Secured Party

By: 
Name: Mahir J. Desai
Title: Vice President

SCHEDULE I
to
PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
Core Metals Group LLC	United States	3,677,350	Core Metals Group LLC