

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RA ETS Schaefer, LLC		05/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 W. WASHINGTON ST. , 9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2872092	ENDOFLEX	
Registration Number:	2351978	MONSTER MODULE	
Registration Number:	1464572	PERM+A+LINING	
Registration Number:	1466958	PERM+A+LOCK	
Registration Number:	2731011	ETS SCHAEFER	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	059456-0004		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	07/18/2018		

OP \$140.00 2872092

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of May, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **CORTLAND CAPITAL MARKET SERVICES LLC** ("Cortland"), in its capacity as administrative agent and collateral agent for the Holders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Note Purchase Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement"), by and among RA Intermediate, Inc., a Delaware corporation ("Holdings"), RA Acquisition Purchaser LLC, a Delaware limited liability company (the "Company"), RA Recycling, LLC, a Delaware limited liability company ("RA Recycling"), RA Specialty Products, LLC, a Delaware limited liability company ("RA Specialty"), RA Specification, LLC, a Delaware limited liability company ("RA Specification"), RA ETS Schaefer, LLC, a Delaware limited liability company ("ETS"), the purchasers party thereto as "Purchasers" (each of such Purchasers, together with its successors and assigns, is referred to hereinafter as a "Purchaser") and Agent, the Holders have agreed to make certain financial accommodations available to the Company from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Holders are willing to make the financial accommodations to Borrowers as provided for in the Note Purchase Agreement and the other Note Purchase Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for its benefit and the benefit of the Holders, that certain Guaranty and Security Agreement, dated as of the date hereof (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 its benefit and the benefit of the Holders, 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 Note Purchase 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 its benefit and the benefit each Holder, 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 Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business symbolized by the foregoing or connected therewith; and
- (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; the right to sue for past, present and future infringements and dilutions thereof; and all of each Grantor's rights corresponding thereto throughout the world.

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 Holders 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 its benefit the benefit of the Holders, 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. COUNTERPARTS. This Trademark Security Agreement is a Note Purchase 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.

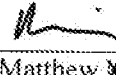
6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

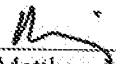
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

RA ACQUISITION PURCHASER LLC

By: 
Name: Matthew Manning
Title: President and Treasurer

RA ETS SCHAEFER, LLC

By: 
Name: Matthew Manning
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**CORTLAND CAPITAL MARKET
SERVICES LLC**

By: _____
Name:
Title: Its Authorized Signatory

[Signature Page to Trademark Security Agreement (NPA)]

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.

GRANTORS:

RA ACQUISITION PURCHASER LLC

By: _____
Name: Matthew Manning
Title: President and Treasurer

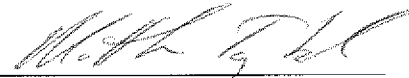
RA ETS SCHAEFER, LLC

By: _____
Name: Matthew Manning
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**CORTLAND CAPITAL MARKET
SERVICES LLC**

By: 
Name: _____
Title: Its Authorized Signatory

Matthew Trybula
Associate Counsel


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
RA ETS Schaefer, LLC	2872092	ENDOFLEX
RA ETS Schaefer, LLC	2351978	MONSTER MODULE
RA ETS Schaefer, LLC	1464572	PERM+A+LINING
RA ETS Schaefer, LLC	1466958	PERM+A+LOCK
RA ETS Schaefer, LLC	2731011	ETS SCHAEFER

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
RA Acquisition Purchaser LLC	86523119	Design Only 
RA Acquisition Purchaser LLC	86523080	REAL ALLOY
RA Acquisition Purchaser LLC	86485879	REAL ALLOY