

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RA ETS Schaefer, LLC		05/31/2018	Limited Liability Company: DELAWARE
RA Acquisition Purchaser LLC		05/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place		
Internal Address:	18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
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	
Serial Number:	86523119		
Serial Number:	86523080	REAL ALLOY	
Serial Number:	86485879	REAL ALLOY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$215.00 2872092

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F177365
NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	06/04/2018

Total Attachments: 8

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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 **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").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit 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" and together with the Company, RA Recycling, RA Specialty, RA Specification and those additional entities that hereafter become parties to the Credit Agreement as US Borrowers in accordance with the terms thereof, each, a "US Borrower" and individually and collectively, jointly and severally, the "US Borrowers"), Real Alloy Canada Ltd., a company organized under the laws of Nova Scotia ("Real Alloy Canada"), and together with any additional entity that hereafter becomes a party to the Credit Agreement as a borrower and is organized under the laws of a jurisdiction in Canada in accordance with the terms thereof, each, a "Canadian Borrower", and individually and collectively, jointly and severally, the "Canadian Borrowers", and together with the US Borrowers, each, a "Borrower", and individually and collectively, jointly and severally, the "Borrowers"), certain affiliates of the Borrowers party thereto, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent and Wells Fargo as sole lead arranger and sole book runner, 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 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 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 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 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. 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.

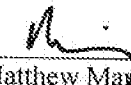
6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS 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 ETS SCHAEFER, LLC

By: 
Name: Matthew Manning
Title: President and Treasurer

RA ACQUISITION PURCHASER LLC

By: 
Name: Matthew Manning
Title: President and Treasurer

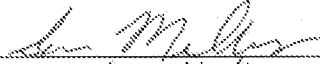
[Signature Page to Trademark Security Agreement (Real Alloy)]

TRADEMARK
REEL: 006392 FRAME: 0357

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Sean M. Deane
Its Authorized Signatory


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS:

Registrations:

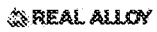
<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
RA ETS Schaefer, LLC	2872092	ENDOFLEX
RA ETS Schaefer, LLC	2351978	MONSTER MODULE
RA ETS Schaefer, LLC	1464572	PERM+A+LINING
RA ETS Schaefer, LLC	1466958	PERM+A+LOCK
RA ETS Schaefer, LLC	2731011	ETS SCHAEFER




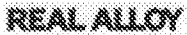


Applications:

<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

OTHER TRADEMARKS:

Registrations:


<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
RA ETS Schaefer, LLC	TMA612052	Canada	ENDOFLEX
RA ETS Schaefer, LLC	TMA628461	Canada	ETS SCHAEFER
RA Acquisition Purchaser LLC	15739022	EU trade marks	REAL ALLOY 

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
RA Acquisition Purchaser LLC	15741201	EU trade marks	REAL ALLOY 
RA Acquisition Purchaser LLC	1291516	International Register	REAL ALLOY
RA Acquisition Purchaser LLC	1291517	International Register	Design Only 
RA Acquisition Purchaser LLC	1291515	International Register	REAL ALLOY
RA Acquisition Purchaser LLC	1746488	Mexico	REAL ALLOY
RA Acquisition Purchaser LLC	1746489	Mexico	REAL ALLOY
RA Acquisition Purchaser LLC	1746490	Mexico	REAL ALLOY and design 
RA Acquisition Purchaser LLC	1746491	Mexico	REAL ALLOY and design 
RA Acquisition Purchaser LLC	1740996	Mexico	Design Only 
RA Acquisition Purchaser LLC	1740997	Mexico	Design Only 

Applications:
5291947.5

I-2

TRADEMARK
REEL: 006392 FRAME: 0360

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
RA Acquisition Purchaser LLC	1735138	Canada	Design 
RA Acquisition Purchaser LLC	1735132	Canada	REAL ALLOY
RA Acquisition Purchaser LLC	1735133	Canada	REAL ALLOY and design 