

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aleris Rolled Products, LLC		07/13/2018	Limited Liability Company: DELAWARE
Aleris Rolled Products, Inc.		07/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1300 East Ninth Street, 13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4357875	DURATEX	
Registration Number:	2972760	ROAD SHIELD	
Registration Number:	3521292	SUPER BRITE	
Registration Number:	2972761	ULTRA ROAD SHIELD	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.258		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	07/16/2018		

OP \$115.00 4357875

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 13, 2018, by Aleris Rolled Products, Inc. and Aleris Rolled Products, LLC (each individually, a "Pledgor," and, collectively, the "Pledgors"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to an Amended and Restated Security Agreement dated as of June 25, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Agreement and used herein have the meaning given to them in the Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent 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 Collateral of such Pledgor (the "Trademark Collateral"):

- (a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto, but excluding any Trademarks that are Excluded Assets;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Agreement, the provisions of the Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations, the termination of all Commitments, and termination of the Agreement, the Administrative

Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature pages follow]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALERIS ROLLED PRODUCTS, INC.

By: 

Name: ERIC M. RYCHEL
Title: PRESIDENT

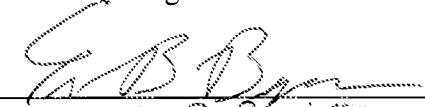
ALERIS ROLLED PRODUCTS, LLC

By: 

Name: ERIC M. RYCHEL
Title: PRESIDENT

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Eric B. Rayson
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>
Aleris Rolled Products, Inc.	United States	DURATEX	85766763	4357875
Aleris Rolled Products, LLC	United States	ROAD SHIELD	78152794	2972760
Aleris Rolled Products, LLC	United States	SUPER BRITE	77083611	3521292
Aleris Rolled Products, LLC	United States	ULTRA ROAD SHIELD	78152797	2972761

Applications:

None.