

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497895

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TA CHEN INTERNATIONAL, INC.		11/08/2018	Corporation: CALIFORNIA
TCI Investment Group, Inc.		11/08/2018	Corporation: CALIFORNIA
Empire Resources, Inc.		11/08/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN AVENUE
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2935747	POLYCORE
Registration Number:	2937277	SUNLAND SHUTTERS
Registration Number:	3373486	SUNLAND
Registration Number:	3591639	
Registration Number:	3310303	LEXWOOD
Registration Number:	3296062	LEXWOOD
Registration Number:	3481097	POLYTEC
Registration Number:	3481098	POLY TEC
Registration Number:	1732454	PM PEACHTREE METALS CO.
Registration Number:	4843878	GRATTAN
Registration Number:	5189048	EMPIRE RESOURCES, INC.
Registration Number:	5062072	EMPIRE RESOURCES

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1011695 TM IPSA

NAME OF SUBMITTER: Mariah Kenna

SIGNATURE: /Mariah Kenna/

DATE SIGNED: 11/13/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of October 31, 2018 (this "Agreement"), among TA CHEN INTERNATIONAL, INC., a California corporation (the "Borrower"), the other Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. ("JPMorgan"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of October 31, 2018, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and JPMorgan, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of October 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMorgan, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;
- (b) all goodwill associated therewith or symbolized thereby; and

- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

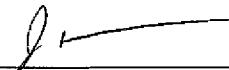
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TA CHEN INTERNATIONAL, INC.,

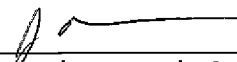
by



Name: Johnny Hsieh
Title: President

TCI INVESTMENT GROUP, INC.,

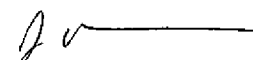
by



Name: Johnny Hsieh
Title: President

EMPIRE RESOURCES, INC.,

by

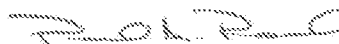


Name: Johnny Hsieh
Title: President

[Signature Page to Trademark Security Agreement]

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

by



Name: Paula A. Rand

Title: AUTHORIZED SIGNER

[Signature Page to Trademark Security Agreement]

[[337972N]]

SCHEDULE I

Trademarks/Trade Applications

Mark	Owner	Country	Serial/ Registration No./ Registration Date	Status
Title: Polycore	Ta Chen International, Inc.	U.S.	Reg.#: 2,935,747 3/29/2005	
Title: Sunland Shutters	Ta Chen International, Inc.	U.S.	Reg.#: 2,937,277 4/5/2005	
Title: Sunland	Ta Chen International, Inc.	U.S.	Reg.#: 3,373,486 1/22/2008	
Title: Ta Chen Logo	Ta Chen International, Inc.	U.S.	Reg.#: 3,591,639 3/17/2009	
Title: Lexwood (Wordmark)	Ta Chen International, Inc.	U.S.	Reg.#: 3,310,303 10/16/2007	
Title: Lexwood (Logo)	Ta Chen International, Inc.	U.S.	Reg.#: 3,296,062 09/25/2007	
Title: Polytec (Wordmark)	Ta Chen International, Inc.	U.S.	Reg.#: 3,481,097 08/05/2008	
Title: Polytec (Logo)	Ta Chen International, Inc.	U.S.	Reg.#: 3,481,098 08/05/2008	
Title: PM Peachtree Metals Co.	Ta Chen International, Inc.	U.S.	Reg.#: 1,732,454 11/17/1992	
Title: Grattan	TCI Investment Group, Inc.	U.S.	Reg.#: 4,843,878 11/03/2015	
EMPIRE RESOURCES, INC.	Empire Resources, Inc.	U.S.	Reg.#: 5189048 04/25/2017	
EMPIRE RESOURCES	Empire Resources, Inc.	U.S.	Reg.#: 5062072 10/18/2016	
THE IDEAL MACHINABLE PLATE	Empire Resources, Inc.	U.S.	Reg.#: TMA611875 06/02/2004	
4 METALS	Empire Resources, Inc.	U.S.	Reg.#: TMA588922 09/04/2003	
4 METALS.COM	Empire Resources, Inc.	U.S.	Reg.#: TMA588939 09/05/2003	