

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM504278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. ZINC CORPORATION		12/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3579310	U.S.ZINC	
Registration Number:	4342203	OUR CYCLE IS RECYCLE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Robin Riley		
SIGNATURE:	/Robin Riley/		
DATE SIGNED:	01/03/2019		
Total Attachments: 10			
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

U.S. ZINC CORPORATION

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company

Citizenship: DE

Execution Date(s): December 26, 2018

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: Wells Fargo Bank, National Association, as Agent

Internal
Address:

Street Address: 100 Park Avenue

City: New York

State: NY

Country: USA

Zip: 10017

☒ Association Citizenship:

☐ General Partnership Citizenship:

☐ Limited Partnership Citizenship:

☐ Corporation Citizenship:

☐ Other LLC Citizenship: USA

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: **Trademark Security Agreement**

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Robin Riley

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3705

Fax Number:

Email Address: rriley@otterbourg.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

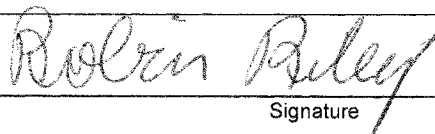
- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature:



Signature

Robin Riley

Name of Person Signing

December 26, 2018

Date

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006516 FRAME: 0102

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of December, 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 agent for 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 U.S. Zinc Corporation, a Delaware corporation ("US-Zinc"), Votorantim Metais North America, Inc. ("Zinc North America"), Zinc Acquisition, LLC, a Delaware limited liability company ("Zinc Acquisition"; together with US-Zinc, Zinc North America and any other Person that at any time becomes a party to the Credit Agreement as a borrower, each individually a "Borrower", and collectively, "Borrowers"), certain affiliates of Borrowers, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the 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 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 grants 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 and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding anything herein to the contrary, in no event shall Trademark Collateral include any Excluded Assets.

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. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Security Interest granted hereby, shall automatically terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto.

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. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor which constitute Collateral. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. 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.

7. 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 undersigned parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

U.S. ZINC CORPORATION

By: 

Name: Francisco Wendeslau Moreira Filho

Title: Treasurer

[Signature Page to Trademark Security Agreement (US Zinc)]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name:

Title:

Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

<u>Renewal Date</u>	<u>File No.</u>	<u>Mark</u>	<u>Mark Name/Copyrights</u>	<u>Country</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Owner</u>
2/24/2019	USZ001	<u>U.S. ZINC</u>	U.S. ZINC (STYLIZED)	United States	Registered - (G)	77/483,942 5/27/2008	3579310 2/24/2009	U.S. Zinc Corporation
5/28/2023	USZ002		OUR CYCLE IS RECYCLE	United States	Registered - (G)	85/742,503 10/1/2012	4342203 5/28/2013	U.S. Zinc Corporation
8/5/2018 Renewal Pending	USZ001SA	<u>U.S. ZINC</u>	U.S. ZINC (STYLIZED)	Saudi Arabia	Registered - (G)	137,423 11/22/2008	1247/07 5/2/2011	U.S. Zinc Corporation
11/7/2028	USZ001MP	<u>U.S. ZINC</u>	U.S. ZINC (STYLIZED)	WIPO (International Registration)-	Registered - (G)	A0014397 11/7/2008	IR 986879 11/7/2008	U.S. Zinc Corporation
11/7/2028	USZ001MP/SG	<u>U.S. ZINC</u>	U.S. ZINC (STYLIZED)	Singapore	Registered - (G)	986,879 11/7/2008	IR 986879 11/7/2008	U.S. Zinc Corporation
11/7/2028	USZ001MP/BH	<u>U.S. ZINC</u>	U.S. ZINC (STYLIZED)	Bahrain	Registered - (G)	986,879 11/7/2008	IR 986879 11/7/2008	U.S. Zinc Corporation
4/10/2020	USZ001MP/CN	<u>U.S. ZINC</u>	U.S. ZINC (STYLIZED)	China P.R.	Registered - (G)	986879 11/7/2008	IR 986879 11/7/2008	U.S. Zinc Corporation

<u>Renewal Date</u>	<u>File No.</u>	<u>Mark</u>	<u>Mark Name/Copyrights</u>	<u>Country</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Owner</u>
11/7/2028	USZ001MP/JP	U.S. ZINC	U.S. ZINC (STYLIZED)	Japan	Registered - (G)	986,879 11/7/2008	IR 986879 11/7/2008	U.S. Zinc Corporation
11/7/2028	USZ001MP/RU	U.S. ZINC	U.S. ZINC (STYLIZED)	Russian Federation	Registered - (G)	986,879 11/7/2008	IR 986879 11/7/2008	U.S. Zinc Corporation
11/17/2028	USZ001KW	U.S. ZINC	U.S. ZINC (STYLIZED)	Kuwait	Registered - (G)	99,493 11/18/2008	79,241 7/12/2009	U.S. Zinc Corporation
11/18/2028	USZ001IL	U.S. ZINC	U.S. ZINC (STYLIZED)	Israel	Registered - (G)	216,671 11/18/2008	216,671 12/5/2010	U.S. Zinc Corporation
11/20/2018 Renewal pending	USZ001PK	U.S. ZINC	U.S. ZINC (STYLIZED)	Pakistan	Registered - (G)	258,415 11/20/2008	258,415 9/5/2012	U.S. Zinc Corporation
11/20/2028	USZ001IN	U.S. ZINC	U.S. ZINC (STYLIZED)	India	Registered - (G)	1756081 11/20/2008	1100410 6/1/2013	U.S. Zinc Corporation
11/23/2018 Renewal pending	USZ001AE	U.S. ZINC	U.S. ZINC (STYLIZED)	United Arab Emirates	Registered - (G)	122,682 11/23/2008	157,209 10/20/2011	U.S. Zinc Corporation

<u>Renewal Date</u>	<u>File No.</u>	<u>Mark</u>	<u>Mark Name/Copyrights</u>	<u>Country</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Owner</u>
11/26/2018 Renewal pending	USZ001TH	U.S. ZINC	U.S. ZINC (STYLIZED)	Thailand	Registered - (G)	715.761 11/27/2008	SM47628 7/30/2010	U.S. Zinc Corporation
11/27/2028	USZ001MX	U.S. ZINC	U.S. ZINC (STYLIZED)	Mexico	Registered - (G)	977.199 11/27/2008	1101081 5/21/2009	U.S. Zinc Corporation
12/25/2028	USZ001MP/CTM TM	U.S. ZINC	U.S. ZINC (STYLIZED)	Community Trademark	Registered - (G)	0986879 11/7/2008	IR 986879 11/7/2008	U.S. Zinc Corporation
5/22/2019	USZ001PE	U.S. ZINC	U.S. ZINC (STYLIZED)	Peru	Registered - (G)	374.045 11/19/2008	56.740 6/19/2008	U.S. Zinc Corporation
7/31/2019	USZ001CO	U.S. ZINC	U.S. ZINC (STYLIZED)	Colombia	Registered - (G)	08-122644 11/18/2008	384.501 7/31/2009	U.S. Zinc Corporation
11/12/2019	USZ001AR		U.S. ZINC (STYLIZED)	Argentina	Registered - (G)	2.877.436 11/24/2008	2.327.807 11/12/2009	U.S. Zinc Corporation
11/15/2019	USZ001TW	U.S. ZINC	U.S. ZINC (STYLIZED)	Taiwan	Registered - (G)	97053529 11/20/2008	1386523 11/16/2009	U.S. Zinc Corporation
11/7/2028	USZ001MP/TR	U.S. ZINC	U.S. ZINC (STYLIZED)	Turkey	Registered - (G)	0986879 11/7/2008	IR 986879 11/7/2008	U.S. Zinc Corporation
5/11/2020	USZ001GT	U.S. ZINC	U.S. ZINC (STYLIZED)	Guatemala	Registered - (G)	2008-009832 12/10/2008	169686 5/13/2010	U.S. Zinc Corporation

<u>Renewal Date</u>	<u>File No.</u>	<u>Mark</u>	<u>Mark Name/Copyrights</u>	<u>Country</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Owner</u>
7/6/2020	USZ001CN		US ZINC (TRANSLATION)	China P.R.	Registered - (G)	5351183 5/15/2006	5351183 7/7/2010	U.S. Zinc Corporation
7/6/2020	USZ001CN2		US ZINC (TRANSLATION)	China P.R.	Registered - (G)	5351185 5/15/2006	5351185 7/7/2010	U.S. Zinc Corporation
10/13/2019			US ZINC (TRANSLATION)	China P.R.	Registered - (G)	5351182 5/15/2006	5351182 10/14/2009	U.S. Zinc Corporation
10/13/2019			US ZINC (TRANSLATION)	China P.R.	Registered - (G)	5351184	5351184	U.S. Zinc Corporation
10/13/2019			US ZINC (TRANSLATION)	China P.R.	Registered - (G)	5351184 5/15/2006	5351184 10/14/2009	U.S. Zinc Corporation
8/2/2021	USZ001BR	U.S. ZINC	U.S. ZINC (STYLIZED)	Brazil	Registered - (G)	829992740 11/19/2008	829992740 8/2/2011	U.S. Zinc Corporation
5/10/2025	USZ001CA	U.S. ZINC	U.S. ZINC (STYLIZED)	Canada	Registered - (G)	1,419,447 11/18/2008	766203 5/10/2010	U.S. Zinc Corporation
1/29/2029	USZ001VE	U.S. ZINC	U.S. ZINC (STYLIZED)	Venezuela	Registered - (G)	2008-023007 11/26/2008	S-057290 1/29/2014	U.S. Zinc Corporation

Trademark Licenses

None.

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