

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525139

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rockmount Research and Alloys, Inc.		03/15/2019	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	595 Bay Street		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5G 2C2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2655527	ROCKMOUNT	
<b>Registration Number:</b>	3618728	NASSAU	
<b>Registration Number:</b>	3642449	OLYMPIA	
<b>Registration Number:</b>	3704222	JUPITER	
<b>Registration Number:</b>	3638145	BRUTUS	
<b>Registration Number:</b>	3704224	TARTAN	
<b>Registration Number:</b>	3700857	NEPTUNE	
<b>Registration Number:</b>	3704226	VENUS	
<b>Registration Number:</b>	3642454	GEMINI	
<b>Registration Number:</b>	3594768	ZETA	
<b>Registration Number:</b>	3594767	UNITHERM	
<b>Registration Number:</b>	3618776	CRYOTHERM	
<b>Registration Number:</b>	3638154	MIDAS	
<b>Registration Number:</b>	3594784	ELECTRA	
<b>Registration Number:</b>	1116303	WELD WITH CONFIDENCE	
<b>Registration Number:</b>	3618740	POLARIS	
<b>Registration Number:</b>	3618752	THE METAL MOVERS	
<b>Registration Number:</b>	3594785	NASSAU	
<b>TRADEMARK</b>			

CH \$540.00 2655527

Property Type	Number	Word Mark
Registration Number:	3611635	APOLLO
Registration Number:	3671932	OMEGA
Registration Number:	3594823	LASERBEST

**CORRESPONDENCE DATA**

**Fax Number:** 3127069000  
*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:** 312-701-8352  
**Email:** ejpalmer@mayerbrown.com, mdecember@mayerbrown.com  
**Correspondent Name:** Erick J. Palmer  
**Address Line 1:** P.O. Box 2828  
**Address Line 4:** Chicago, ILLINOIS 60690-2828

<b>NAME OF SUBMITTER:</b>	Erick J. Palmer
<b>SIGNATURE:</b>	/EJP/
<b>DATE SIGNED:</b>	05/28/2019

**Total Attachments: 4**  
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source=US Trademark Security Agreement#page3.tif  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 15, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by ROCKMOUNT RESEARCH AND ALLOYS, INC., a Colorado corporation (the “**Grantor**”), in favor of CANADIAN IMPERIAL BANK OF COMMERCE (“**CIBC**”), in its capacity as Lender (as defined below).

**WHEREAS**, the Grantor has entered into a credit agreement dated March 15, 2019 (the “**Credit Agreement**”) among the Grantor, as borrower, certain Loan Parties from time to time party thereto, and CIBC, as Lender (the “**Lender**”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor and certain of its affiliates are party to an Assignment, Pledge and Security Agreement dated as of March 15, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) with the Lender, pursuant to which the Grantor granted a security interest to the Lender in the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the Lender for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all past, present and future: trade secrets and other proprietary information; trademarks, service marks, business names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; license agreements related to any of the foregoing set forth in this definition and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing set forth in this definition; the right to sue for all past, present and future infringements of any of the foregoing set forth in this definition; and all common law and other rights throughout the world in and to all of the foregoing set forth in this definition.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use trademark or service mark application prior to the filing of a statement of use or amendment to allege use, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the

validity or enforceability of such intent-to-use trademark or service mark application under applicable federal law.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender (for the benefit of the Secured Parties) pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

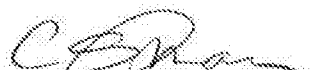
**SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF COLORADO, EXCEPT TO THE EXTENT THAT PERFECTION, THE EFFECT OF PERFECTION OR NONPERFECTION, OR THE PRIORITY OF THE SECURITY INTEREST GRANTED HEREUNDER MAY BE DETERMINED IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE OF A DIFFERENT JURISDICTION IN ACCORDANCE WITH COLORADO LAW.

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IN WITNESS WHEREOF, the Grantor is authorized, by their officers duly authorized, have caused this Agreement to be duly executed and delivered as of the date first above written.

ROCKMOUNT RESEARCH AND ALLOYS,  
INC., a Colorado corporation

By:   
Name: CHARLES COSMAN  
Title: CEO

*Signature page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006654 FRAME: 0115**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<u>U.S. Trademarks (Live)</u>	<u>Registration Number</u>
ROCKMOUNT	2,655,527
NASSAU	3,618,728
OLYMPIA	3,642,449
JUPITER	3,704,222
BRUTUS	3,638,145
TARTAN	3,704,224
NEPTUNE	3,700,857
VENUS	3,704,226
GEMINI	3,642,454
ZETA	3,594,768
UNITHERM	3,594,767
CRYOTHERM	3,618,776
MIDAS	3,638,154
ELECTRA	3,594,784
WELD WITH CONFIDENCE	1,116,303
POLARIS	3,618,740
THE METAL MOVERS	3,618,752
NASSAU	3,594,785
APOLLO	3,611,635
OMEGA	3,671,932
LASERBEST	3,594,823

<u>Canadian Trademark (Live)</u>	<u>Registration Number</u>
ROCKMOUNT & DESIGN	TMA 402,393