

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTERESTS IN U.S. TRADEMARKS (Term Loan)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
READING ALLOYS, INC.		03/20/2020	Corporation:
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK, USA, as administrative agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2631788	READING ALLOYS ADVANCED ENGINEERED MATER	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Kelsey C. Watkins		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	K.Watkins -71620.0143		
NAME OF SUBMITTER:	Kelsey C. Watkins		
SIGNATURE:	/Kelsey C. Watkins/		
DATE SIGNED:	03/20/2020		
Total Attachments: 5			
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NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS (this “IP Security Agreement”) dated as of March 20, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors” and individually, each a “Grantor”) in favor of GOLDMAN SACHS BANK USA, as administrative agent and collateral agent (in such capacities and together with any successors and assigns in such roles, the “Administrative Agent”) for the Secured Parties (as defined in the Term Loan Credit Agreement referred to below).

WHEREAS, Alchemy US Holdco 1, LLC, a Delaware limited liability company, Alchemy International Holdings, LLC, a Delaware limited liability company, Alchemy US Intermediate Holdco, LLC, a Delaware limited liability company, each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and the Administrative Agent have entered into a Term Loan Credit Agreement dated as of October 10, 2018 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “Term Loan Credit Agreement”);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered a supplement to that certain U.S. Security Agreement dated as of October 10, 2018 among the Grantors and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Definitions. Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Term Loan Credit Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the “Collateral”):

(a) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”); provided, however, that the foregoing grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act;

(b) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided, that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)).

Section 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement with the United States Patent and Trademark Office.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Remainder of the page intentionally left in blank.]


IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

READING ALLOYS, INC.

By: 
Name: James C. Hunt
Title: Chief Financial Officer and Treasurer


GOLDMAN SACHS BANK USA,
as Administrative Agent

By:


Name: _____
Title: Charles D. Johnston
Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks (Term Loan)]

**Schedule I
TRADEMARKS**

Mark Name	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
READING ALLOYS ADVANCED ENGINEERED MATERIALS 	United States	78052210	09-MAR-2001	2631788	08-OCT-2002	Registered