

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569922

<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>
Kawneer Company, Inc.		03/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	50 S. 16th St., Ste. 2000		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19102		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0853497	KAWNEER	
<b>Registration Number:</b>	1681586	HPS SLIDER	
<b>Registration Number:</b>	1186402	CONTROLLER	
<b>Registration Number:</b>	1867446	1600 WALL SYSTEM	
<b>Registration Number:</b>	1640217	FLUSHLINE	
<b>Registration Number:</b>	2740064	ISOLOCK	
<b>Registration Number:</b>	0795871	PERMANODIC	
<b>Registration Number:</b>	2459937	QUICKSEAL	
<b>Registration Number:</b>	1502794	TRIFAB	
<b>Registration Number:</b>	2126075	ENCORE	
<b>Registration Number:</b>	1961055	PROFIT\$MAKER	
<b>Registration Number:</b>	2105195	ISOWEB	
<b>Registration Number:</b>	2309800	VERSAGLAZE	
<b>Registration Number:</b>	2533071	POWERSLOPE	
<b>Registration Number:</b>	2644481	1600 SUNSHADE	
<b>Registration Number:</b>	2530801	POWERSHADE	
<b>Registration Number:</b>	2609683	1600 L-R WALL	
<b>Registration Number:</b>	3324489	PERMADIZE	
<b>Registration Number:</b>	2532342	POWERWALL	

CH \$665.00 0853497

Property Type	Number	Word Mark
Registration Number:	2865682	INLIGHTEN
Registration Number:	2820477	2500 PG WALL
Registration Number:	3016076	PG 123
Registration Number:	1457157	TUFFLINE
Registration Number:	1185564	PANELINE
Registration Number:	3618311	GLASSVENT
Registration Number:	3776433	UNITWALL

**CORRESPONDENCE DATA**

Fax Number: 3125548015

*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: 312-554-8000

Email: blc@pattishall.com, kep@pattishall.com

Correspondent Name: Bradley L. Cohn

Address Line 1: 200 South Wacker Drive, Suite 2900

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	2772-38 KCI TM
NAME OF SUBMITTER:	Bradley L. Cohn
SIGNATURE:	/bradleycohn/
DATE SIGNED:	04/01/2020

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT dated as of March 30, 2020 (this "Agreement"), between Kawneer Company, Inc., a Delaware corporation (the "Grantor"), and U.S. Bank National Association ("U.S. Bank"), as Notes Collateral Agent (in such capacity, the "Notes Collateral Agent").

Reference is made to (a) the Indenture dated as of February 7, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among Arconic Rolled Products Corporation (to be known as Arconic Corporation) (the "Issuer"), the Guarantors party thereto from time to time and U.S. Bank, as Trustee and Notes Collateral Agent, and (b) the Notes Collateral Agreement dated as of March 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Notes Collateral Agreement"), among the Issuer, the Subsidiary Guarantors from time to time party thereto and U.S. Bank, as Notes Collateral Agent. 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 Indenture or the Notes Collateral Agreement, as applicable. The rules of construction specified in Section 1.04 of the Indenture 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 Obligations, the Grantor, pursuant to the Notes Collateral Agreement, did and hereby does grant to the Notes Collateral Agent and its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting the Trademarks listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property (including, for the avoidance of doubt, any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, solely during the period prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the Notes Collateral Agreement and included in the Article 9 Collateral) and subject to the exclusions set forth in Section 4.01(d) of the Notes Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. Notes Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Notes Collateral Agent for the benefit of the Secured Parties in connection with the Notes Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Notes 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 Notes Collateral Agreement, the terms of the Notes 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.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

KAWNEER COMPANY, INC.,  
as Grantor

By: \_\_\_\_\_

Name: Peter Hong

Title: Vice President and Treasurer

U.S. BANK NATIONAL ASSOCIATION,  
as Notes Collateral Agent

By: \_\_\_\_\_

Name:

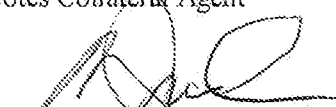
Title:

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

KAWNEER COMPANY, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Peter Hong  
Title: Vice President and Treasurer

U.S. BANK NATIONAL ASSOCIATION,  
as Notes Collateral Agent

By:  \_\_\_\_\_  
Name: Michael Judge  
Title: Vice President

## SCHEDULE I

### Trademarks

Trademark	Registration No.
KAWNEER	0853497
HPS SLIDER	1681586
CONTROLLER	1186402
1600 WALL SYSTEM	1867446
FLUSHLINE	1640217
ISOLOCK	2740064
PERMANODIC	0795871
QUICKSEAL	2459937
TRIFAB	1502794
ENCORE	2126075
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[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]