

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arconic Technologies LLC		03/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	50 S. 16th St., Ste. 2000		
City:	Philadelphia PA		
State/Country:	PENNSYLVANIA		
Postal Code:	19102		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	5722652	TECTUR-AL SUREFORM	
Registration Number:	2122159	ISOSTRUT	
Registration Number:	1849602	PARTNERPAK+	
Registration Number:	2039449	REYNOLITE	
Registration Number:	3459766	AA	
Registration Number:	3525143	REYNOLUX	
Registration Number:	1221409	MIC 6	
Registration Number:	4176185	VERSOLEIL	
Registration Number:	4074963	ECOCLEAN	
Registration Number:	4077948	SUPER-SHRINK GRIP	
Registration Number:	4163497	SOLECTOR	
Registration Number:	4072008	EVALUATOR	
Registration Number:	5370298	DESIGN LINE	
Registration Number:	5176883	METROVIEW	
Registration Number:	5448789	951	
Registration Number:	5064714	FAR REACH	
Registration Number:	4392867	OPTIQ	
Registration Number:	4621718	INFRAME	
Registration Number:	4676138	PRISMFx	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3360239	K
Registration Number:	3458656	K
Registration Number:	3963743	CLEARWALL
Registration Number:	0843522	RAINLOCK
Registration Number:	4035729	ARMX
Registration Number:	4029669	ECOWISE
Registration Number:	4074964	ECOCLEAN
Registration Number:	3267924	QC-10
Registration Number:	2293415	DURAGLOSS
Registration Number:	1506804	REYNOBOND
Registration Number:	5734229	INSULPOUR
Registration Number:	5891606	ARCONIC MICROMILL
Registration Number:	5846367	BTS PRIME
Serial Number:	86233967	TECTUR-AL
Serial Number:	88307299	TECTUR-AL SUREFORM

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 ATLCC TM
NAME OF SUBMITTER:	Bradley L. Cohn
SIGNATURE:	/bradleycohn/
DATE SIGNED:	04/01/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of March 30, 2020 (this "Agreement"), between Arconic Technologies LLC, a Delaware LLC (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.

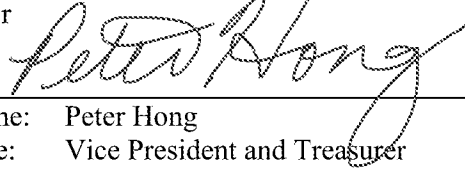
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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.

ARCONIC TECHNOLOGIES LLC,
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.

ARCONIC TECHNOLOGIES LLC,
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

[Signature Page to Trademark Security Agreement -- Notes Collateral Agreement -- Arconic Technologies LLC]

TRADEMARK
REEL: 006904 FRAME: 0544

SCHEDULE I

Trademarks

Trademark	Registration No.
TECTUR-AL SUREFORM	5722652
ISOSTRUT	2122159
PARTNERPAK+	1849602
REYNOLITE	2039449
AA	3459766
REYNOLUX	3525143
MIC 6 & DESIGN	1221409
VERSOLEIL	4176185
ECOCLEAN	4074963
SUPER-SHRINK GRIP	4077948
SOLECTOR	4163497
EVALUATOR & DESIGN	4072008
DESIGN LINE	5370298
METROVIEW	5176883
951	5448789
FAR REACH	5064714
OPTIQ	4392867
INFRAME	4621718
PRISMFY	4676138
K (STYLIZED) KAWNEER	3360239
K (STYLIZED) KAWNEER	3458656
CLEARWALL	3963743
RAINLOCK	0843522
ARMX	4035729
ECOWISE	4029669

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006904 FRAME: 0545

Trademark	Registration No.
ECOCLEAN	4074964
QC-10	3267924
DURAGLOSS	2293415
REYNOBOND	1506804
INSULPOUR	5734229
ARCONIC MICROMILL	5891606
BTS PRIME	5846367

Trademark Applications

Mark	Application No.
TECTUR-AL	86/233,967
TECTUR-AL SUREFORM	88/307,299

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]