

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arconic Technologies LLC		05/13/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: GERMANY

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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4676138	PRISMFX
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: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1220612 TM C3
NAME OF SUBMITTER:	Rachael Hall
SIGNATURE:	/Rachael Hall/
DATE SIGNED:	05/14/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of May 13, 2020 (this "Agreement"), between Arconic Technologies LLC, a Delaware LLC (the "Grantor") and Deutsche Bank AG New York Branch ("DBNY"), as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of May 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Arconic Corporation (the "Borrower"), the Designated Borrowers from time to time party thereto, the Lenders, Issuing Banks and Swingline Lenders from time to time party thereto and DBNY, as Administrative Agent, and (b) the ABL Collateral Agreement dated as of May 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Collateral Agreement"), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and DBNY, as Administrative 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 Credit Agreement or the ABL Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement 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 ABL Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted 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 ABL Collateral Agreement and included in the Article 9 Collateral) and subject to the exclusions set forth in Section 4.01(d) of the ABL Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. ABL 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 Administrative Agent for the benefit of the Secured Parties in connection with the ABL 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 Administrative Agent with respect to the Trademark Collateral are more fully set forth in the ABL 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 ABL Collateral Agreement, the terms of the ABL 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

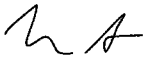
By: Jason Secore
Name: Jason Secore
Title: Vice President and Treasurer

[Signature Page to Arconic Technologies LLC, Trademark Security Agreement]

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TRADEMARK
REEL: 006939 FRAME: 0298

DEUTSCHE BANK AG NEW YORK
BRANCH, as Administrative Agent

By: 
Name: Michael Strobel
Title: Vice President
michael-p.strobel@db.com
212-250-0939

By: 
Name: Suzan Onal
Title: Vice President
suzan.onal@db.com
212-250-3174

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
PRISMFx	4676138
K (STYLIZED) KAWNEER	3360239
K (STYLIZED) KAWNEER	3458656
CLEARWALL	3963743
RAINLOCK	0843522
ARMX	4035729
ECOWISE	4029669

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 006939 FRAME: 0300

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