

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JW Aluminum Company		05/19/2020	Corporation: DELAWARE
JWA Cast House, LLC		05/19/2020	Limited Liability Company: DELAWARE
JW Aluminum Continuous Cast Company		05/19/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	450 S. Orange Ave., 10th Floor		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5441974	JW ALUMINUM	
Registration Number:	5441973	JW ALUMINUM	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	05/26/2020		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 19th day of May, 2020, among **JPMORGAN CHASE BANK, N.A.**, having an office at 450 S. Orange Avenue, 10th Floor, Orlando, Florida 32801, in its capacities as administrative agent and collateral agent (together with its successors and assigns in such capacities, "Agent") for certain financial institutions party to the Credit Agreement (as defined below) from time to time (collectively, the "Lenders"), **JW ALUMINUM COMPANY**, a Delaware corporation having its principal place of business at 435 Old Mt. Holly Road, Goose Creek, South Carolina 29445 ("JWA"), **JWA CAST HOUSE, LLC**, a Delaware corporation having its principal place of business at 435 Old Mt. Holly Road, Goose Creek, South Carolina 29445 ("Cast House"), and **JW ALUMINUM CONTINUOUS CAST COMPANY**, a Delaware corporation having its principal place of business at 435 Old Mt. Holly Road, Goose Creek, South Carolina 29445 ("JWACCC"), together with JWA, Cast House and each other Affiliate of JWA that becomes a "Borrower" under the Credit Agreement collectively, "Company").

Recitals:

Company, Agent and the Lenders are parties to that certain Credit and Security Agreement dated as of May 19, 2020, as amended, ("Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans and provide other financial accommodations to Company and Issuing Bank having established a letter of credit sub-facility for the account of Company.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications owned by Company (excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law (provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral)), including the trademark registrations and trademark applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including damages and payments for past or future infringements thereof,

(iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and trademark applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Agent that this Agreement creates a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms.

4. Company covenants and agrees with Agent that:

(a) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with or above the quality as of the Closing Date; and

(b) Company will maintain, apply and prosecute each registration of material Trademarks, except as shall be consistent with commercially reasonable business judgment.

5. Until Payment in Full of all of the Obligations, Company shall not (i) enter into any license agreement relating to any of the Trademarks with any Person, except license agreements entered into in, or incidental to, the Ordinary Course of Business, or (ii) amend or permit the amendment of any license agreements relating to any of the Trademarks in a manner that materially and adversely affects the right to receive payments thereunder or in any manner that would materially impair the value of any Trademark or the security interest in and Lien upon the Trademarks created hereby, without the consent of Agent.

6. If, before Payment in Full of all of the Obligations, Company shall obtain rights to or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Agent prompt notice thereof in writing.

7. Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademark registrations and trademark applications of any Trademark under paragraph 2 or paragraph 7 hereof.

8. The security interest is granted pursuant to this Agreement in conjunction with the security interest granted to Agent pursuant to the Credit Agreement, and Company hereby acknowledges and agrees that certain rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

9. Company hereby makes, constitutes and appoints Agent, and any officer or agent of Agent as Agent may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Payment in Full of the Obligations.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees or Liens, or otherwise protecting, maintaining, or preserving any Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any Trademark Collateral, shall be borne and paid by Company to the extent required by and in accordance with the Credit Agreement, including Section 9.03 thereof (it being the intent of Company and Agent that Company shall be responsible for the payment of all sums, fees, costs and expenses, including all renewal fees with respect to the Trademarks), or, if paid by Agent in its sole discretion, shall be reimbursed by Company to Agent to the extent required by and in accordance with the Credit Agreement, including Section 9.03 thereof.

11. Upon the occurrence and during the continuance of any Event of Default, Agent shall have the right, but shall in no way be obligated to, file applications for protection of the Trademark Collateral and/or bring suit in the name of Company, Agent or the Secured Parties to enforce the Trademark Collateral and any license thereunder. In the event of such suit, Company shall, at the reasonable request of Agent, do any and all lawful acts and execute any and all documents requested by Agent in aid of such enforcement, and Company shall promptly reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 12 to the extent required by the Credit Agreement, including Sections 16.3 and 16.4 thereof. In the event that Agent shall elect not to bring suit to enforce the Trademark Collateral, Company agrees, at the reasonable request of Agent, to take all commercially reasonable actions necessary, whether by suit, proceeding or other action, to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Trademark Collateral by any person.

12. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

14. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.


15. This Agreement shall become effective when accepted by Agent (notice of which is hereby waived).

16. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, without reference to any conflict of law principles. Sections 16.16 and 16.17 of the Credit Agreement are incorporated herein, mutatis mutandis, as if fully set forth herein. Any manually-executed signature page delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature page hereto.

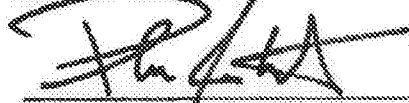
[Remainder of page intentionally left blank;
signatures appear on the following pages.]

COMPANY:

JW ALUMINUM COMPANY

By: 
Name: Philip Cavatoni
Title: Chief Financial Officer and Secretary

JWA CAST HOUSE, LLC

By: 
Name: Philip Cavatoni
Title: Chief Financial Officer and Secretary

**JW ALUMINUM CONTINUOUS CAST
COMPANY**

By: 
Name: Philip Cavatoni
Title: Chief Financial Officer and Secretary

[Trademark Security Agreement]

Accepted:

AGENT:

JPMORGAN CHASE BANK, N.A., as
Agent

By: 


Name: Patrick Fravel

Title: Authorized Officer

[Trademark Security Agreement]

EXHIBIT A

Registered U.S. Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>
JW ALUMINUM	United States	5,441,974	04/10/2018	JW Aluminum Company
	United States	5,441,973	04/10/2018	JW Aluminum Company

U.S. Trademark Application

<u>Entity</u>	<u>Trademark</u>	<u>Jurisdiction(s) and Office Where Registered</u>	<u>Serial Number</u>
JW Aluminum Company	JW ALUMINUM AMERICA'S METAL MADE RIGHT HERE and Design	USPTO	88905287

Foreign Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>
JW Aluminum	Saudi Arabia	84581		JW Aluminum Company
JW Aluminum and Design	Saudi Arabia	84582		JW Aluminum Company
JW and Design	Saudi Arabia	84583		JW Aluminum Company
Mt. Holly Gold	Saudi Arabia	364/37		JW Aluminum Company
JW Aluminum	Mexico	890704		JW Aluminum Company
JW Aluminum and Design	Mexico	896920		JW Aluminum Company
JW and Design	Mexico	890705		JW Aluminum Company
HYCOR	Canada	TMA418539		JW Aluminum Company
JW Aluminum	Canada	TMA 707026		JW Aluminum Company
JW and Design	Canada	TMA 707025		JW Aluminum Company

JW Aluminum and Design	Canada	TMA 707024		JW Aluminum Company
JW ALUMINUM	Israel	176782		JW Aluminum Company
JW and Design	Israel	176783		JW Aluminum Company
JW ALUMINUM and Design	Israel	176784		JW Aluminum Company
JW Aluminum	Taiwan	1264277		JW Aluminum Company
JW and Design	Taiwan	1264276		JW Aluminum Company
JW Aluminum and Design	Taiwan	1264278		JW Aluminum Company