

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603651

<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>
HAYNES INTERNATIONAL, INC.		10/19/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn Street, Floor L2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5323009	HR-235	
Registration Number:	5181383	244	
Registration Number:	3755231	HR-224	
Registration Number:	3752684	HYBRID-BC1	
Registration Number:	3427888	HYBRID-BC1	
Registration Number:	3463579	NS-163	
Registration Number:	2816268	556	
Registration Number:	3139433	282	
Registration Number:	2785667	D-205	
Registration Number:	2755568	230-W	
Registration Number:	2752325	214	
Registration Number:	2752324	242	
Registration Number:	2832716	G-35	
Registration Number:	3038153	C-22HS	
Registration Number:	2532561	625SQ	
Registration Number:	2023945	HR-120	
Registration Number:	1982521	230	
Registration Number:	2002631	C-2000	
Registration Number:	2063855	B-3	
<b>TRADEMARK</b>			

OP \$740.00 5323009

Property Type	Number	Word Mark
Registration Number:	1717465	HR-160
Registration Number:	1742719	ULTIMET
Registration Number:	1600332	G-30
Registration Number:	1953864	C-22
Registration Number:	0269898	HASTELLOY
Registration Number:	0759676	MULTIMET
Registration Number:	0756690	MULTIMET
Registration Number:	0605011	HASTELLOY
Registration Number:	0566221	HAYNES
Registration Number:	0423980	MULTIMET

**CORRESPONDENCE DATA**

Fax Number: 3128637806

*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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 1075.307

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 10/19/2020

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement"), dated as of October 19, 2020, is by Haynes International, Inc., a Delaware corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 19, 2020, by and among the Grantor, the other Loan Parties party thereto from time to time, and the Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Administrative Agent has agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain Pledge and Security Agreement dated as of October 19, 2020 (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Encumbrances) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral shall not include 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. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark

Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**HAYNES INTERNATIONAL, INC.,**  
a Delaware corporation


By: 

Name: Janice W. Gunst

Title: Vice President, General Counsel  
& Corporate Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

By:   
Name: Christopher A. Salek  
Title: Authorized Officer

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Haynes International, Inc.	HR-235	10/31/17	5323009
Haynes International, Inc.	244	04/11/17	5181383
Haynes International, Inc.	HR-224	03/02/10	3755231
Haynes International, Inc.	HYBRID-BC1	02/23/10	3752684
Haynes International, Inc.	HYBRID-BC1	05/13/08	3427888
Haynes International, Inc.	NS-163	07/08/08	3463579
Haynes International, Inc.	556	02/24/04	2816268
Haynes International, Inc.	282	09/05/06	3139433
Haynes International, Inc.	D-205	11/25/03	2785667
Haynes International, Inc.	230-W	08/26/03	2755568
Haynes International, Inc.	214	08/19/03	2752325
Haynes International, Inc.	242	08/19/03	2752324
Haynes International, Inc.	G-35	04/13/04	2832716
Haynes International, Inc.	C-22HS	01/03/06	3038153
Haynes International, Inc.	625SQ	01/22/02	2532561
Haynes International, Inc.	HR-120	12/17/96	2023945
Haynes International, Inc.	230	06/25/96	1982521
Haynes International, Inc.	C-2000	09/24/96	2002631
Haynes International, Inc.	B-3	05/20/97	2063855
Haynes International, Inc.	HR-160	09/22/92	1717465

Haynes International, Inc.	ULTIMET	12/29/92	1742719
Haynes International, Inc.	G-30	06/12/90	1600332
Haynes International, Inc.	C-22	02/06/96	1953864
Haynes International, Inc.	HASTELLOY	04/22/30	0269898
Haynes International, Inc.	MULTIMET	11/05/63	0759676
Haynes International, Inc.	MULTIMET	09/17/63	0756690
Haynes International, Inc.	HASTELLOY	04/26/55	0605011
Haynes International, Inc.	HAYNES	11/04/52	0566221
Haynes International, Inc.	MULTIMET	09/17/46	0423980

Schedule I