

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doncasters Limited		11/03/2020	Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Glas Americas LLC, as Collateral Agent		
Street Address:	3 second Street		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3053132	DONCASTERS	
Registration Number:	3019733	DD	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	064861-0001		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	11/05/2020		
Total Attachments: 5			
source=Doncasters - Trademark Security Agreement (SFA) (Executed)#page1.tif			
source=Doncasters - Trademark Security Agreement (SFA) (Executed)#page2.tif			
source=Doncasters - Trademark Security Agreement (SFA) (Executed)#page3.tif			

CH \$65.00 3053132

source=Doncasters - Trademark Security Agreement (SFA) (Executed)#page4.tif
source=Doncasters - Trademark Security Agreement (SFA) (Executed)#page5.tif

**NOTICE AND CONFIRMATION OF
GRANT OF SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 3, 2020, made by Doncasters Limited, a company incorporated in England & Wales under the number 00321992 (the "Grantor"), in favor of GLAS AMERICAS LLC, as Collateral Agent (the "Agent") for the Secured Parties that are parties to the Intercreditor Agreement, dated as of March 6, 2020 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), by and among ALLOY PARENT LIMITED, a private company limited by shares incorporated in Jersey under the number 130426 ("Parent"), DONCASTERS US FINANCE LLC, a Delaware limited-liability company ("US Finance"), DONCASTERS US LLC, a Delaware limited-liability company ("US LLC", and together with US Finance, the "Borrowers"), GLAS USA LLC, as Security Agent, Wells Fargo Capital Finance (UK) Limited, as WCF Agent and WCF Security Agent, and the other parties thereto from time to time.

WHEREAS, pursuant to the Secured Debt Documents, the Secured Parties have severally agreed to make Extensions of Credit to the Borrowers (and the other members of the Group, as applicable) subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Secured Debt Documents, the Grantor, the Borrowers and the other parties thereto have executed and delivered a Security Agreement, dated as of March 6, 2020, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including its Trademarks set forth on Schedule I; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Security permitted under the Secured Debt Documents) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due

(whether at stated maturity, by acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement and the Intercreditor Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DONCASTERS LIMITED,
as the Grantor,

By: _____


Name: IAN MOLYNEUX

Title: Director

FIRST LIEN TRADEMARK SECURITY AGREEMENT (SFA)

TRADEMARK
REEL: 007097 FRAME: 0114

GLAS AMERICAS LLC,
as Collateral Agent

By:  _____

Name: Martin Reed
Title: Senior Vice President

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>Application Number Application Date</u>	<u>Registration Number Registration Date</u>
DONCASTERS	78351865 1/14/2004	3053132 1/31/2006
DD DEVICE	78351886 1/14/2004	3019733 11/29/2005