

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM746022

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ATI Properties LLC		05/12/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALLEGHENY TECHNOLOGIES LIMITED		
<b>Street Address:</b>	President Way Works		
<b>Internal Address:</b>	President Way		
<b>City:</b>	Sheffield		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	S4 7UR		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3748762	DATALLOY 2	
<b>Registration Number:</b>	3749279	DATALLOY 2	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<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>			
<b>Phone:</b>	615-850-8741		
<b>Email:</b>	trademarkdocket@wallerlaw.com		
<b>Correspondent Name:</b>	Robert P. Felber, Jr.		
<b>Address Line 1:</b>	c/o Waller Lansden Dortch & Davis, LLP		
<b>Address Line 2:</b>	511 Union Street, Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	041925.25264		
<b>NAME OF SUBMITTER:</b>	Robert P. Felber, Jr.		
<b>SIGNATURE:</b>	/ROBERT P. FELBER, JR./		
<b>DATE SIGNED:</b>	08/04/2022		
<b>Total Attachments: 7</b>			
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**DATED** 12 MAY 2022

**ATI PROPERTIES LLC**

**ALLEGHENY TECHNOLOGIES LIMITED**

**DEED OF ASSIGNMENT OF TRADE MARKS**

**(DATALLOY 2)**

**TRADEMARK  
REEL: 007812 FRAME: 0544**

## DEED OF ASSIGNMENT OF TRADE MARKS

DATE 12 MAY 2022

### PARTIES

- (1) **ATI PROPERTIES LLC** whose registered office is at 1600 N.E. Old Salem Road, Albany, 97321, United States of America (**Seller**)
- (2) **ALLEGHENY TECHNOLOGIES LIMITED** incorporated and registered in England and Wales with company number 01919677 whose registered office is at President Way Works, President Way, Sheffield, S4 7UR (**Buyer**)

### BACKGROUND

The Seller has agreed to assign the Trade Marks to the Buyer on the terms set out in this Deed.

### AGREEMENT

#### 1. Interpretation

The following definitions and rules of interpretation apply in this Deed.

##### 1.1 Definitions:

**Affiliate:** in relation to a party, any subsidiary or holding company of that party and any subsidiary of such holding company;

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business; and

**Trade Marks:** the registered trade marks "Datalloy 2", short particulars of which are set out in Schedule 1.

##### 1.2 In this Agreement:

1.2.1 clause, schedule and paragraph headings will be disregarded in its construction;

1.2.2 unless the context otherwise requires, a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement and any reference to a paragraph is to a paragraph of the schedule in which it appears;

1.2.3 the schedules form part of this Agreement and have effect as if set out in full in its body;

- 1.2.4 any reference to a party is to a party to this Agreement and includes a reference to that party's successors and permitted assigns;
- 1.2.5 a reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 reference to a statute, enactment, statutory provision, subordinate legislation, EU directive or EU regulation, code or guideline includes a reference, in each case, to:
- (a) any consolidation, re-enactment, modification or replacement of it; and
  - (b) any subordinate legislation made under it from time to time,
- unless this would create, extend or increase the liability of the Seller under this Agreement;
- 1.2.7 except in relation to the calculation of periods of time, any reference to the terms **including** and **include** (or any similar term) is not to be construed as implying any restriction on the meaning of any word, description, definition, phrase or term preceding those terms and any reference to the term **other** (or any similar term) is not to be construed as implying any restriction on the meaning of any word, description, definition, phrase or term following that term;
- 1.2.8 any reference to **writing** or **written** includes any method of reproducing words or text in legible, permanent and tangible form but does not include email unless expressly provided in this Agreement.
- 1.3 A reference to a holding company or a subsidiary means a holding company or a subsidiary as defined in s 1159 CA 2006 and, for the purposes of the membership requirement in ss 1159(1)(b) and (c), a company will be treated as a member of another company even if its shares in that other company are registered in the name of: (i) its nominee; or (ii) another person or such person's nominee by way of security or in connection with the taking of security.

## 2. Assignment

- 2.1 In consideration of the entry by the Parties into this Deed, the Seller hereby assigns to the Buyer all its right, title and interest in and to the Trade Marks, including:
- (a) all goodwill attaching to the Trade Marks and the goods or services for which the Trade Marks are registered or used; and
  - (b) subject to Clause 2.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the unregistered rights attaching to the Datalloy mark whether occurring before, on, or after the date of this Deed, but only in relation to products and or services provided under the "Datalloy 2" mark.

2.2 The Buyer acknowledges and agrees that the Seller is and remains the owner of registered trade marks containing the word "Datalloy". It is expressly agreed that:

- (a) nothing in this Deed shall in any way be considered to transfer to the Buyer any rights in any mark other than the Trade Marks;
- (b) the Buyer hereby agrees that the Seller and its Affiliates shall continue to use trade marks other than the Trade Marks which comprise, or include the word "Datalloy", including "Datalloy HP"; and
- (c) the Buyer undertakes not to register or use any marks using or including the word "Datalloy" other than the Trade Marks.

2.3 The Buyer undertakes at all times to ensure that products and/or services marketed under the Trade Marks are appropriately labelled and/or identified as being provided by the Buyer and shall take reasonable measures to ensure that as far as reasonably practicable, customers are not confused into believing that the Seller or any of its Affiliates is the source of origin of such products and/or services.

### **3. Further assurance**

At the Buyer's expense, the Seller shall execute and deliver such documents and perform such acts as may reasonably be required for the purpose of supporting giving full effect to this Deed, including:

- (a) registration of the Buyer as proprietor of the Trade Marks; and
- (b) assisting the Buyer in obtaining, defending and enforcing the Trade Marks and assisting with any other proceedings which may be brought by or against the Buyer against or by any third party relating to the Trade Marks.

### **4. Entire agreement**

This agreement constitutes the entire agreement between the parties in relation to the arrangements referred to herein and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

### **5. Severance**

If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Deed.

**6. Counterparts**

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**7. Third party rights**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

**8. Governing law**

8.1 This Agreement and any non-contractual rights and obligations arising out of or in connection with it will be governed by and construed in accordance with English law.

8.2 Each of the parties irrevocably:

- (a) agrees that the English courts will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement (including any non-contractual rights and obligations) and the documents to be entered into pursuant to it and, accordingly, that proceedings arising out of or in connection with this Agreement will be brought in such courts; and
- (b) submits to the jurisdiction of such courts and waives any objection to proceedings being brought in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Schedule 1 Trade Marks**

<b>Country or territory</b>	<b>Mark</b>	<b>Application or registration number</b>	<b>Date of registration</b>	<b>Classes</b>
UK	DATALLOY 2	00908254153	01.12.2009	6,9
UK	DATALLOY 2	0908446775	28.01.2010	6, 7, 9
EU	DATALLOY 2	008254153	01.12.2009	6, 9
EU	DATALLOY 2	008446775	28.01.2010	6, 7, 9
US	DATALLOY 2	3748762	16.02.2010	6
US	DATALLOY 2	3749279	16.02.2010	7

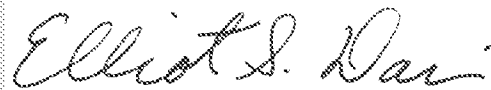


Executed as a deed by **ATI PROPERTIES LLC** acting by a duly authorised signatory



Vice President and Treasurer

Executed as a deed by **ALLEGHENY TECHNOLOGIES LIMITED** acting by its duly authorised director, in the presence of:



Director



Signature

Name: Jamie Bishop

Address: 1000 Six PPG Place,  
Pittsburgh, PA 15222

Occupation: Vice President,  
Deputy General Counsel