

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENERGY ALLOYS GLOBAL SOLUTIONS - AMERICAS, LLC		09/26/2022	Limited Liability Company: DELAWARE
HAMILTON METALS MANUFACTURING USA, LLC		09/26/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AMERANT BANK, N.A.		
Street Address:	750 Town & Country Blvd., Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4382684	HAMILTON METALS	
Registration Number:	4363729	HM	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787404		
Email:	lori.lapidario@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP - IP Section		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	42826.68		
NAME OF SUBMITTER:	Lori Lapidario		
SIGNATURE:	/Lori Lapidario/		
DATE SIGNED:	10/17/2022		
Total Attachments: 6			

CH \$65.00 4382684

source=Energy Alloys - Trademark Security Agreement (Executed), 4891-3317-9189_1#page1.tif
source=Energy Alloys - Trademark Security Agreement (Executed), 4891-3317-9189_1#page2.tif
source=Energy Alloys - Trademark Security Agreement (Executed), 4891-3317-9189_1#page3.tif
source=Energy Alloys - Trademark Security Agreement (Executed), 4891-3317-9189_1#page4.tif
source=Energy Alloys - Trademark Security Agreement (Executed), 4891-3317-9189_1#page5.tif
source=Energy Alloys - Trademark Security Agreement (Executed), 4891-3317-9189_1#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 26th day of September, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and AMERANT BANK, N.A., a national banking association (together with its successors and assigns, “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among ENERGY ALLOYS GLOBAL SOLUTIONS – AMERICAS, LLC, a Delaware limited liability company (“Borrower” and, together with any person that may from time to time become a party thereto as a borrower, each individually a “Borrower” and collectively, “Borrowers”), HAMILTON METALS MANUFACTURING USA, LLC, a Delaware limited liability company (“Subsidiary Guarantor” and, together with any person that may from time to time become a party thereto as a subsidiary guarantor, each individually a “Subsidiary Guarantor” and collectively, “Subsidiary Guarantors”) and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender, for the benefit of itself and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender, for the benefit of itself and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, for the benefit of itself and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, for the benefit of itself and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT


TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ENERGY ALLOYS GLOBAL SOLUTIONS – AMERICAS, LLC, a Delaware limited liability company

By: 
Name: Benjamin T. Durfee
Title: Vice President – Corporate Development

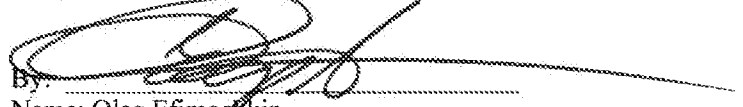
HAMILTON METALS MANUFACTURING USA, LLC, a Delaware limited liability company

By: 
Name: Benjamin T. Durfee
Title: Vice President – Corporate Development

LENDER:

**ACCEPTED AND ACKNOWLEDGED BY
LENDER:**

AMERANT BANK, N.A.

By: 

Name: Oleg Efimochkin


Title: Senior Vice President

Signature Page to
Trademark Security Agreement

**TRADEMARK
REEL: 007884 FRAME: 0602**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Energy Alloys Global Solutions- Americas, LLC	United States of America	Hamilton Metals	4382684	
	Canada		1613920	
	European Union		IRN 1153074	
	Mexico		1339206	
	Singapore		T1305122C	
	United States of America		4363729	
	Singapore		T1305122A	
	Canada		TMA886556	
	Mexico		13329207	
	European Union		IRN 1153075	

Trade Names

Hamilton Metals

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.