

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833088

| | | | |
|-----------------------------------|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Grant of Security Interest in Intellectual Property (First Lien) | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ARCONIC TECHNOLOGIES LLC | | 08/18/2023 | Limited Liability Company: DELAWARE |
| KAWNEER COMPANY, INC. | | 08/18/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION | | |
| Street Address: | 100 Wall St., Suite 600 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 58 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5448789 | 951 | |
| Registration Number: | 6278516 | A951 | |
| Registration Number: | 3459766 | AA | |
| Registration Number: | 6234051 | ARCONIC | |
| Registration Number: | 5891606 | ARCONIC MICROMILL | |
| Registration Number: | 6895313 | ARMX | |
| Registration Number: | 5846367 | BTS PRIME | |
| Registration Number: | 6721868 | CLEARWALL | |
| Registration Number: | 6666430 | COLORWELD | |
| Registration Number: | 5370298 | DESIGN LINE | |
| Registration Number: | 6234050 | | |
| Registration Number: | 2293415 | DURAGLOSS | |
| Registration Number: | 4621718 | INFRAME | |
| Registration Number: | 5734229 | INSULPOUR | |
| Registration Number: | 6876240 | ISOPOUR | |
| Registration Number: | 2122159 | ISOSTRUT | |
| Registration Number: | 3360239 | K | |

OP \$1465.00 5448789

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------|
| Registration Number: | 3458656 | K |
| Registration Number: | 5176883 | METROVIEW |
| Registration Number: | 1221409 | MIC 6 |
| Registration Number: | 6872794 | MIC 6 |
| Registration Number: | 4392867 | OPTIQ |
| Registration Number: | 1849602 | PARTNERPAK+ |
| Registration Number: | 4676138 | PRISMFY |
| Registration Number: | 3267924 | QC-10 |
| Registration Number: | 0843522 | RAINLOCK |
| Registration Number: | 1506804 | REYNOBOND |
| Registration Number: | 2039449 | REYNOLITE |
| Registration Number: | 3525143 | REYNOLUX |
| Registration Number: | 4163497 | SOLECTOR |
| Registration Number: | 5643702 | TECTUR-AL |
| Registration Number: | 5722652 | TECTUR-AL SUREFORM |
| Registration Number: | 6040041 | TECTUR-AL SUREFORM |
| Registration Number: | 4176185 | VERSOLEIL |
| Serial Number: | 97810613 | TRANSLITE |
| Serial Number: | 97876448 | CONTROLLER |
| Registration Number: | 2609683 | 1600 L-R WALL |
| Registration Number: | 1867446 | 1600 WALL SYSTEM |
| Registration Number: | 2820477 | 2500 PG WALL |
| Registration Number: | 2126075 | ENCORE |
| Registration Number: | 1640217 | FLUSHLINE |
| Registration Number: | 3618311 | GLASSVENT |
| Registration Number: | 2865682 | INLIGHTEN |
| Registration Number: | 2740064 | ISOLOCK |
| Registration Number: | 2105195 | ISOWEB |
| Registration Number: | 0853497 | KAWNEER |
| Registration Number: | 1185564 | PANELINE |
| Registration Number: | 3324489 | PERMADIZE |
| Registration Number: | 0795871 | PERMANODIC |
| Registration Number: | 3016076 | PG 123 |
| Registration Number: | 2530801 | POWERSHADE |
| Registration Number: | 2532342 | POWERWALL |
| Registration Number: | 1961055 | PROFIT\$MAKER |
| Registration Number: | 2459937 | QUICKSEAL |
| Registration Number: | 1502794 | TRIFAB |

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 1457157 | TUFFLINE |
| Registration Number: | 3776433 | UNITWALL |
| Registration Number: | 2309800 | VERSAGLAZE |

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 2096072 |
| NAME OF SUBMITTER: | Leanne Honig |
| SIGNATURE: | /Leanne Honig/ |
| DATE SIGNED: | 08/18/2023 |

Total Attachments: 8
source=1_TL-Project Arsenal - Notice of Grant of Security Interest in Trademark (TL) (EXECUTED)(97205695.1)#page2.tif
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Notice of Grant of Security Interest in Intellectual Property (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of August 18, 2023 (this “Notice”), made by ARCONIC TECHNOLOGIES LLC, a Delaware limited liability company and KAWNEER COMPANY, INC., a Delaware corporation (the “Pledgors”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of August 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Arsenal AIC Parent LLC, a Delaware limited liability company (the “Borrower”), each Subsidiary of the Borrower identified therein, U.S. Bank Trust Company, National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein), and JPMorgan Chase Bank, N.A., as Applicable Authorized Representative (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the

Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

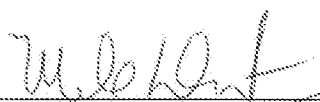
SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “execute,” “signed,” “signature,” “delivery,” and words of like import in or related to any document to be signed in connection with this Notice and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the delivery or keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

ARCONIC TECHNOLOGIES LLC

By: 
Name: Marcelo Morgueta
Title: Treasurer

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.


KAWNEER COMPANY, INC.

By: 
Name: Marcelo Morgueta
Title: Treasurer

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 008172 FRAME: 0780


U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Collateral Agent


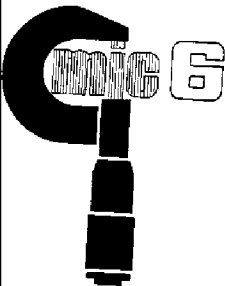
By: 
Name: James W. Hall
Title: Vice President

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Arconic Technologies LLC

U.S. Trademark Registrations

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---|-------------------------|--------------------------|
| 951 | 5448789 | 17-APR-2018 |
| A951 | 6278516 | 23-FEB-2021 |
| AA | 3459766 | 01-JUL-2008 |
| ARCONIC | 6234051 | 29-DEC-2020 |
| ARCONIC MICROMILL | 5891606 | 22-OCT-2019 |
| ARMX | 6895313 | 08-NOV-2022 |
| BTS PRIME | 5846367 | 27-AUG-2019 |
| CLEARWALL | 6721868 | 24-MAY-2022 |
| COLORWELD | 6666430 | 08-MAR-2022 |
| DESIGN LINE | 5370298 | 02-JAN-2018 |
| <i>Design Only</i>  | 6234050 | 29-DEC-2020 |
| DURAGLOSS | 2293415 | 16-NOV-1999 |
| INFRAME | 4621718 | 14-OCT-2014 |
| INSULPOUR | 5734229 | 23-APR-2019 |
| ISOPOUR | 6876240 | 18-OCT-2022 |
| ISOSTRUT | 2122159 | 16-DEC-1997 |
| K  | 3360239 | 25-DEC-2007 |
| K | 3458656 | 01-JUL-2008 |

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|  | | |
| METROVIEW | 5176883 | 04-APR-2017 |
| MIC 6  | 1221409 | 28-DEC-1982 |
| MIC 6 | 6872794 | 11-OCT-2022 |
| OPTIQ | 4392867 | 27-AUG-2013 |
| PARTNERPAK+ | 1849602 | 09-AUG-1994 |
| PRISMFX | 4676138 | 20-JAN-2015 |
| QC-10 | 3267924 | 24-JUL-2007 |
| RAINLOCK | 0843522 | 06-FEB-1968 |
| REYNOBOND | 1506804 | 04-OCT-1988 |
| REYNOLITE | 2039449 | 18-FEB-1997 |
| REYNOLUX | 3525143 | 28-OCT-2008 |
| SOLECTOR | 4163497 | 26-JUN-2012 |
| TECTUR-AL | 5643702 | 01-JAN-2019 |
| TECTUR-AL SUREFORM | 5722652 | 09-APR-2019 |
| TECTUR-AL SUREFORM | 6040041 | 28-APR-2020 |
| VERSOLEIL | 4176185 | 17-JUL-2012 |

U.S. Trademark Applications

| <u>Mark</u> | <u>Application No.</u> | <u>Filing Date</u> |
|-------------|------------------------|--------------------|
| TRANSLITE | 97810613 | 24-FEB-2023 |
| CONTROLLER | 97/876,448 | 06-APR-2023 |

Trademarks Owned by Kawneer Company, Inc.

U.S. Trademark Registrations

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|-------------------------|--------------------------|
| 1600 L-R WALL | 2609683 | 20-AUG-2002 |
| 1600 WALL SYSTEM | 1867446 | 13-DEC-1994 |
| 2500 PG WALL | 2820477 | 02-MAR-2004 |
| ENCORE | 2126075 | 30-DEC-1997 |
| FLUSHLINE | 1640217 | 09-APR-1991 |
| GLASSVENT | 3618311 | 12-MAY-2009 |
| INLIGHTEN | 2865682 | 20-JUL-2004 |
| ISOLOCK | 2740064 | 22-JUL-2003 |
| ISOWEB | 2105195 | 14-OCT-1997 |
| KAWNEER | 0853497 | 30-JUL-1968 |
| PANELINE | 1185564 | 12-JAN-1982 |
| PERMADIZE | 3324489 | 30-OCT-2007 |
| PERMANODIC | 0795871 | 14-SEP-1965 |
| PG 123 | 3016076 | 15-NOV-2005 |
| POWERSHADE | 2530801 | 2530801 15-JAN-2002 |
| POWERWALL | 2532342 | 22-JAN-2002 |
| PROFIT\$MAKER | 1961055 | 05-MAR-1996 |
| QUICKSEAL | 2459937 | 12-JUN-2001 |
| TRIFAB | 1502794 | 06-SEP-1988 |
| TUFFLINE | 1457157 | 15-SEP-1987 |
| UNITWALL | 3776433 | 13-APR-2010 |
| VERSAGLAZE | 2309800 | 18-JAN-2000 |