

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI160688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockmount Research and Alloys, Inc.		03/15/2024	Corporation: COLORADO
RECEIVING PARTY DATA			
Company Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street, 5th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7052038	RM EST. 1972	
CORRESPONDENCE DATA			
Fax Number:	9134510875		
<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:	9134515100		
Email:	TMDocket@lathropgpm.com,cynthia.maust@lathropgpm.com		
Correspondent Name:	Amy Brozenic		
Address Line 1:	Lathrop GPM LLP		
Address Line 2:	2345 Grand Blvd, Suite 2200		
Address Line 4:	Kansas City, MISSOURI 64108-2618		
ATTORNEY DOCKET NUMBER:	753866		
NAME OF SUBMITTER:	CYNTHIA MAUST		
SIGNATURE:	CYNTHIA MAUST		
DATE SIGNED:	04/11/2024		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 15, 2024 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by ROCKMOUNT RESEARCH AND ALLOYS, INC., a Colorado corporation (the “**Grantor**”), in favor of CANADIAN IMPERIAL BANK OF COMMERCE (“**CIBC**”), in its capacity as Lender (as defined below).

WHEREAS, the Grantor has entered into an amended and restated credit agreement dated as of March 15, 2024 (the “**Credit Agreement**”) among the Grantor, as borrower, certain Loan Parties from time to time party thereto, and CIBC, as Lender (the “**Lender**”);

WHEREAS, in connection with the Existing Credit Agreement (as defined in the Credit Agreement), the Grantor and certain of its affiliates are party to an Assignment, Pledge and Security Agreement dated as of March 15, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) with the Lender, pursuant to which the Grantor granted a security interest to the Lender in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Lender for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all past, present and future: trade secrets and other proprietary information; trademarks, service marks, business names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; license agreements related to any of the foregoing set forth in this definition and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing set forth in this definition; the right to sue for all past, present and future infringements of any of the foregoing set forth in this definition; and all common law and other rights throughout the world in and to all of the foregoing set forth in this definition.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use trademark or service mark application prior to the filing of a statement of use or amendment to allege use, to the extent, if any, that, and solely

during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender (for the benefit of the Secured Parties) pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

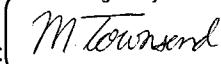
SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF COLORADO, EXCEPT TO THE EXTENT THAT PERFECTION, THE EFFECT OF PERFECTION OR NONPERFECTION, OR THE PRIORITY OF THE SECURITY INTEREST GRANTED HEREUNDER MAY BE DETERMINED IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE OF A DIFFERENT JURISDICTION IN ACCORDANCE WITH COLORADO LAW.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor is authorized, by their officers duly authorized, have caused this Agreement to be duly executed and delivered as of the date first above written.

ROCKMOUNT RESEARCH AND ALLOYS,
INC., a Colorado corporation

DocuSigned by:
By: 
8CAB20286283430
Name: Mark Townsend
Title: Director

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

U.S. Trademarks (Live)

Registration Number

RM Design

7052038