

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Materion Large Area Coatings LLC		07/13/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1203555	TECHNIMET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	717 N. Harwood St., Suite 3400		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	36084-36090		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>Signature:</b>	/Dusan Clark/		

CH \$40.00 1203555

**900197577**

**TRADEMARK  
 REEL: 004587 FRAME: 0953**

Date:

07/20/2011

**Total Attachments: 3**

source=Materion\_ Executed Confirmatory Grant re Trademarks (Materion Large Area Coatings LLC - 2011)#page1.tif

source=Materion\_ Executed Confirmatory Grant re Trademarks (Materion Large Area Coatings LLC - 2011)#page2.tif

source=Materion\_ Executed Confirmatory Grant re Trademarks (Materion Large Area Coatings LLC - 2011)#page3.tif

**EXECUTION COPY**

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of July 13, 2011 by and from MATERION LARGE AREA COATINGS LLC, a Delaware limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Materion Corporation (the "Company") (together with the Lenders) and Grantee have entered into an Amended and Restated Credit Agreement dated as of July 13, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Company, has guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Guaranty dated July 13, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Company, the Grantor and certain Subsidiaries of the Company have entered into an Amended and Restated Pledge and Security Agreement dated July 13, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

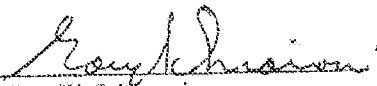
2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

MATERION LARGE AREA COATINGS LLC

By:   
Name: Gary W. Schiavoni  
Title: Assistant Secretary and Assistant Treasurer

Confirmatory Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 004587 FRAME: 0956**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

<b>MARK</b>	<b>OWNER</b>	<b>STATUS</b>	<b>SER. NO.</b>	<b>FILING DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
TECHNI MET	Materion Large Area Coatings LLC	Registered	73/291,919	1/5/1981	1,203,555	8/3/1982

Exhibit A