

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Materion Corporation		06/20/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3811383	MATERION
Registration Number:	3807561	MATERION
Registration Number:	3814999	MATERION
Registration Number:	3815000	MATERION
Registration Number:	3800055	MATERION
Registration Number:	3800056	MATERION
Registration Number:	3800057	MATERION
Registration Number:	3800058	MATERION
Registration Number:	4136151	M MATERION
Registration Number:	4214492	M MATERION
Registration Number:	4136152	M MATERION
Registration Number:	4136153	M MATERION
Registration Number:	4136154	M MATERION
Registration Number:	4139706	M MATERION

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Registration Number:	4139707	M MATERION
Registration Number:	4139708	M MATERION
Serial Number:	85926003	DOVETAIL CLAD
Serial Number:	85905604	EVAPRO
Serial Number:	85900532	RESTART
Serial Number:	85857012	EQUIMET

**CORRESPONDENCE DATA**

Fax Number: 2149813400  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 214-981-3483  
Email: dclark@sidley.com  
Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-36090
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	06/21/2013

**Total Attachments: 4**  
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**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 June 20, 2013 by and from MATERION CORPORATION, an Ohio corporation (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, Grantor (together with the Lenders) and Grantee have entered into a Second Amended and Restated Credit Agreement dated as of June 20, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of the Grantor, have guaranteed the repayment of the Secured Obligations pursuant to a Second Amended and Restated Guaranty dated June 20, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into a Second Amended and Restated Pledge and Security Agreement dated June 20, 2013 (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.

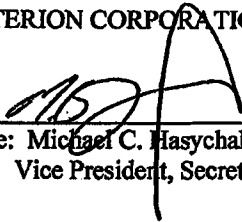
2) The Security Interest.

(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 CORPORATION

By:   
Name: Michael C. Hasychak  
Title: Vice President, Secretary, and Treasurer

Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK  
REEL: 005054 FRAME: 0387

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

MARK	OWNER	STATUS	SER. NO.	FILING DATE	REG. NO.	REG. DATE
MATERION	Materion Corporation	Registered	77/409428	02/29/08	3811383	6/29/10
MATERION	Materion Corporation	Registered	77/409443	02/29/08	3807561	6/22/10
MATERION	Materion Corporation	Registered	77/409466	02/29/08	3814999	7/6/10
MATERION	Materion Corporation	Registered	77/409477	02/29/08	3815000	7/6/10
MATERION	Materion Corporation	Registered	77/409494	02/29/08	3800055	6/8/10
MATERION	Materion Corporation	Registered	77/409514	02/29/08	3800056	6/8/10
MATERION	Materion Corporation	Registered	77/409537	02/29/08	3800057	6/8/10
MATERION	Materion Corporation	Registered	77/409547	02/29/08	3800058	6/8/10
MATERION & Stylized M	Materion Corporation	Registered	85/085042	07/15/10	4136151	5/1/12
MATERION & Stylized M	Materion Corporation	Registered	85/085044	07/15/10	4214492	9/25/12
MATERION & Stylized M	Materion Corporation	Registered	85/085046	07/15/10	4136152	5/1/12
MATERION & Stylized M	Materion Corporation	Registered	85/085048	07/15/10	4136153	5/1/12
MATERION & Stylized M	Materion Corporation	Registered	85/085052	07/15/10	4136154	5/1/12
MATERION & Stylized M	Materion Corporation	Registered	85/085055	07/15/10	4139706	5/8/12
MATERION & Stylized M	Materion Corporation	Registered	85/085057	07/15/10	4139707	5/8/12
MATERION & Stylized M	Materion Corporation	Registered	85/085063	07/15/10	4139708	5/8/12
DOVETAIL CLAD	Materion Corporation	Pending	85/926,003	5/8/13		
EVAPRO	Materion Corporation	Pending	85/905,604	4/16/13		
RESTART	Materion Corporation	Pending	85/900,532	4/10/13		

Exhibit A

**TRADEMARK**  
**REEL: 005054 FRAME: 0388**

EQUIPMENT	Materion Corporation	Pending	85/857,012	2/22/13		
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