

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333528

<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>
ETS Schaefer, LLC		02/27/2015	LIMITED LIABILITY COMPANY: OHIO
Aleris Specialty Products, Inc.		02/27/2015	CORPORATION: DELAWARE
Real Alloy Specialty Products, Inc.		02/27/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2731011	ETS SCHAEFER	
<b>Registration Number:</b>	2872092	ENDOFLEX	
<b>Registration Number:</b>	2351978	MONSTER MODULE	
<b>Registration Number:</b>	1464572	PERM+A+LINING	
<b>Registration Number:</b>	1466958	PERM+A+LOCK	
<b>Registration Number:</b>	2108280	ROCK CREEK ALUMINUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044435697		
<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>			
<b>Phone:</b>	404-443-5707		
<b>Email:</b>	lallen@mcguirewoods.com		
<b>Correspondent Name:</b>	Jordan Myers, Esq.		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	1230 Peachtree St., N.E., Ste. 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		

OP \$165.00 2731011

<b>ATTORNEY DOCKET NUMBER:</b>	2060238-0104 ALERIS
<b>NAME OF SUBMITTER:</b>	Latosha E. Allen
<b>SIGNATURE:</b>	/Latosha E. Allen/
<b>DATE SIGNED:</b>	02/27/2015

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Revolving Credit Agreement, dated as of February 27, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Aleris Recycling, Inc., a Delaware corporation, to be known as Real Alloy Recycling, Inc., a Delaware corporation, on the Closing Date, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain U.S. Revolving Guaranty and Security Agreement dated as of February 27, 2015 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall remain solely responsible for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

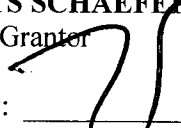
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

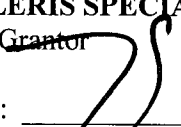
*[Remainder of page intentionally blank; signature pages follow.]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ETS SCHAEFER, LLC,**  
as Grantor

By:   
Name: Kyle Ross  
Title: Assistant Secretary

**ALERIS SPECIALTY PRODUCTS, INC.,**  
as Grantor

By:   
Name: Kyle Ross  
Title: Assistant Secretary

Effective upon the change of name from "Aleris Specialty Products, Inc."  
to "Real Alloy Specialty Products, Inc.":

**REAL ALLOY SPECIALTY PRODUCTS, INC.,**  
as Grantor

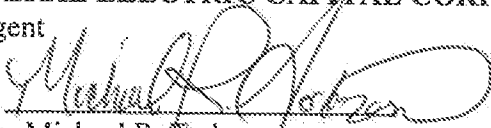
By:   
Name: Kyle Ross  
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**ACCEPTED AND AGREED**  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By:



Name: Michael R. Todorow

Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005468 FRAME: 0046**


ACKNOWLEDGMENT OF GRANTOR

State of New York )

County of New York )

ss.

On this 27 day of February, 2015 before me personally appeared Kyle Ross, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ETS Schaefer, LLC and Aleris Specialty Products, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation or limited liability company, as applicable, that the said instrument was signed on behalf of said corporation or limited liability company, as applicable, as authorized by its Board of Directors or manager(s), as applicable, and that he acknowledged said instrument to be the free act and deed of said corporation or limited liability company, as applicable.

  
\_\_\_\_\_  
Notary Public

**WILLIAM DELEHANTY**  
Notary Public, State of New York  
No. 31-486649  
Qualified in New York County  
Commission Expires August 25th, 2018

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
ETS Schaefer, LLC	ETS Schaefer (typed drawing)	8/9/1999/7/01/2003	Live	2731011 (US)
ETS Schaefer, LLC	ETS Schaefer (word)	8/9/2000/12/15/2004	Registered	TMA628461 (Canada)
ETS Schaefer, LLC	Endoflex (word)	9/10/2001/6/3/2004	Registered	TMA612052 (Canada)
ETS Schaefer, LLC	Endoflex (mark)	4/3/2001/8/10/2004	Live	2872092 (US)
ETS Schaefer, LLC	Monster Module (typed drawing)	8/5/1999/5/23/2000	Live	2351978 (US)
ETS Schaefer, LLC	Perm+A+Lining (typed drawing)	4/30/1987 / 11/10/1987	Live	1464572 (US)
ETS Schaefer, LLC	Perm+A+Lock (typed drawing)	4/30/1987 / 12/1/1987	Live	1466958 (US)
Aleris Specialty Products, Inc.	Rock Creek Aluminum (design)	2/16/1996 / 10/28/1997	Live	2108280 (US)