

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383322

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Interest Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Macquarie Bank Limited		05/05/2016	Corporation: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC		
<b>Street Address:</b>	225 W. Washington Street		
<b>Internal Address:</b>	21st Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1560462	INMETCO	
<b>Registration Number:</b>	1562636	INMETCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128366337		
<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>	212-836-7319		
<b>Email:</b>	paul.somelofske@kayescholer.com		
<b>Correspondent Name:</b>	Paul J. Somelofske c/o Kaye Scholer LLP		
<b>Address Line 1:</b>	250 West 55th Street		
<b>Address Line 2:</b>	Room 1119		
<b>Address Line 4:</b>	New York, NEW YORK 10019-9710		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		
<b>SIGNATURE:</b>	/Paul J. Somelofske/		
<b>DATE SIGNED:</b>	05/05/2016		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY INTEREST ASSIGNMENT  
AGREEMENT**

**THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of this 5<sup>th</sup> day of May, 2016, by MACQUARIE BANK LIMITED, as the prior collateral agent (in such capacity, "Assignor"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as the current collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to the Security Agreement, dated as of June 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Horsehead Holding Corp., a Delaware Corporation ("HHC"), Horsehead Corporation, a Delaware corporation ("Horsehead"), Chestnut Ridge Railroad Corp., a Delaware Corporation ("Chestnut"), The International Metals Reclamation Company, LLC, a limited liability company organized under the laws of the State of Delaware ("INMETCO"), and Horsehead Metal Products, LLC, a limited liability company organized under the laws of the State of North Carolina ("HMP", together with HHC, Horsehead, Chestnut, and INMETCO, each a "Grantor" and, collectively, the "Grantors"), and Assignor;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Collateral (as defined in the Security Agreement) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof and the Collateral (as defined in the CPTSA (as defined below)) (collectively, the "Pledged Collateral");

WHEREAS, that Copyright, Patent and Trademark Security Agreement (the "CPTSA") with respect to the security interest granted by each Grantor under the Security Agreement in the Pledged Collateral, was recorded with the United States Patent and Trademark Office on September 8, 2015 on Reel 005618 / Frame 0098;

WHEREAS, by notice dated March 31, 2016, Assignor resigned as collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Credit Facility Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Agency Appointment and Succession Agreement, dated as of April 25, 2016, among Assignee, Horsehead, INMETCO, HMP, Assignee and the Lenders (as defined in the Credit Agreement) party thereto, Assignee has been appointed as and has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Credit Facility Documents effective as of April 25, 2016; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the CPTSA, including, without limitation, Assignor's security interest in, and lien on, the Pledged Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the CPTSA, as applicable.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the CPTSA, including, without limitation, its security interest in, and lien on, the Pledged Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens. Such transfer, assignment, grant and conveyance is made by Assignor without recourse or warranty, express or implied.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

**ASSIGNOR:**

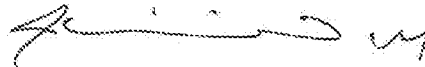
**MACQUARIE BANK LIMITED**, as the prior collateral agent

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Ben Green  
Division Director

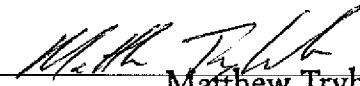


Nishaat Mirzaie  
Associate Director

Signed in London, POA Ref: #2090  
dated 25 Nov 2015

**ASSIGNEE:**

**CORTLAND CAPITAL MARKET SERVICES  
LLC, as the current collateral agent**

By:   
Name: Matthew Trybula  
Title: Associate Counsel

SCHEDULE I  
TO  
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

**U.S. Trademarks and Trademark Applications**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Horsehead Corporation	1,834,219	ECOLOAM
Horsehead Corporation	3,573,990	ECOTITE
Horsehead Corporation	3,511,090	HORSEHEAD CORPORATION AND DESIGN Leading the World in Zinc Recycling
Horsehead Corporation	174,809	KADOX
Horsehead Corporation	1,033,496	ZINSTABE
Horsehead Corporation	2,798,379	ZINVISIBLE
Horsehead Corporation	4,221,389	HORSEHEAD
The International Metals Reclamation Company, LLC	1560462	INMETCO
The International Metals Reclamation Company, LLC	1562636	INMETCO

**Trademark Applications:**

None.