

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Real Alloy Specialty Products, Inc.	FORMERLY Aleris Specialty Products, Inc.	03/14/2017	Corporation: DELAWARE
ETS Schaefer, LLC		03/14/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	135 South LaSalle Street, Suite 925		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2731011	ETS SCHAEFER	
Registration Number:	2872092	ENDOFLEX	
Registration Number:	2351978	MONSTER MODULE	
Registration Number:	1464572	PERM+A+LINING	
Registration Number:	1466958	PERM+A+LOCK	
Registration Number:	2108280	ROCK CREEK ALUMINUM	
CORRESPONDENCE DATA			
Fax Number:	3122013865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2759.185		

OP \$165.00 2731011

NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	03/15/2017
Total Attachments: 5 source=Real Alloy TM#page1.tif source=Real Alloy TM#page2.tif source=Real Alloy TM#page3.tif source=Real Alloy TM#page4.tif source=Real Alloy TM#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., 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 the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among REAL ALLOY HOLDING, INC., a Delaware corporation, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and 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 the date hereof 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 or Credit 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 assigns 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. Representations and Warranties. The undersigned hereby represents and warrants that each of the representations and warranties contained in Section 4.5 of the Guaranty and Security Agreement is true and correct on and as of the date hereof as if made on and as of such date

Section 5. 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.

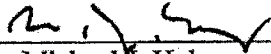
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. 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.

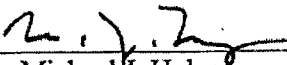
[Remainder of page intentionally blank; signature pages follow.]

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.

REAL ALLOY SPECIALTY PRODUCTS, INC.
f/k/a Aleris Specialty Products, Inc.,
a Delaware corporation, as a Grantor

By: 
Name: Michael J. Hobey
Title: Vice President, Treasurer and Assistant Secretary

ETS SCHAEFER, LLC,
an Ohio limited liability company, as a Grantor

By: 
Name: Michael J. Hobey
Title: Vice President, Treasurer and Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: Thomas H. Heron
Name: THOMAS H. HERON
Title: Senior Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006008 FRAME: 0693

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

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