

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eastern Alloys, Inc.		08/04/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	185 Asylum Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1182681	ZA	
Registration Number:	1012065	EAZALL	
Registration Number:	1907325	EA	
Registration Number:	1907327	EA EASTERN ALLOYS, INC.	
Registration Number:	2163408	EA	
Registration Number:	2166978	EASTERN ALLOYS, INC.	
Registration Number:	2166980	EA	
Registration Number:	3818875	EZAC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F171851		
NAME OF SUBMITTER:	Lisa A. Cobbett		

OP \$215.00 1182681

SIGNATURE:	/Lisa A. Cobbett/
DATE SIGNED:	08/08/2017
Total Attachments: 15 source=Trademark - Intellectual Property Security Agreement - Copy#page2.tif source=Trademark - Intellectual Property Security Agreement - Copy#page3.tif source=Trademark - Intellectual Property Security Agreement - Copy#page4.tif source=Trademark - Intellectual Property Security Agreement - Copy#page5.tif source=Trademark - Intellectual Property Security Agreement - Copy#page6.tif source=Trademark - Intellectual Property Security Agreement - Copy#page7.tif source=Trademark - Intellectual Property Security Agreement - Copy#page8.tif source=Trademark - Intellectual Property Security Agreement - Copy#page9.tif source=Trademark - Intellectual Property Security Agreement - Copy#page10.tif source=Trademark - Intellectual Property Security Agreement - Copy#page11.tif source=Trademark - Intellectual Property Security Agreement - Copy#page12.tif source=Trademark - Intellectual Property Security Agreement - Copy#page13.tif source=Trademark - Intellectual Property Security Agreement - Copy#page14.tif source=Trademark - Intellectual Property Security Agreement - Copy#page15.tif source=Trademark - Intellectual Property Security Agreement - Copy#page16.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 4, 2017, by and among **EASTERN ALLOYS, INC.**, a New York corporation (the "Grantor"), and **BANK OF AMERICA, N.A.**, as lender (in such capacity, the "Lender") for its own benefit and the benefit of the other Secured Parties (as defined in the Loan Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by and among the Grantor, certain of Grantor's Affiliates, and the Lender, pursuant to which the Lender has agreed to make Loans to the Grantor and to issue Letters of Credit for the account of the Grantor, upon the terms and subject to the conditions specified in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, the Grantor, among others, has granted to the Lender (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (as defined in the Loan Agreement), as security for the Obligations; and

WHEREAS, the obligations of the Lender to make Loans and to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof, pursuant to which the Grantor confirms its grant of security interest provided in the Loan Agreement and further grants to the Lender (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Lender, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect in the State of New York or, when the laws of any other jurisdiction govern the perfection or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof, but excluding any Excluded IP Licenses in connection therewith.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Grantor” shall have the meaning assigned to such term in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 of this Agreement.

“Excluded IP License(s)” shall mean (a) any off the shelf software licenses with respect to any IP Collateral and (b) any license that by its terms prohibits the assignment thereof or the granting of a security interest therein, provided, however, that for purposes of clause (b) of this definition, such property shall constitute an “Excluded IP License” only to the extent and for so long as such license validly prohibits the assignment of such license or the creation of a security interest on such property in favor of the Lender and, upon the termination of such prohibition (howsoever occurring), such property shall cease to constitute an “Excluded IP License”, provided further, that “Excluded IP License” shall not include any right to receive any Proceeds in favor of Grantor arising therefrom or any other rights referred to in Sections 9-406(f), 9-407(a) or 9-408(a) of the UCC or any substitutions or replacements of any Excluded IP License unless such substitution or replacement constitutes an Excluded IP License under clause (a) or (b) of the definition thereof.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“Lender” shall have the meaning assigned to such term in the preamble of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, but excluding any Excluded IP Licenses.

“Loan Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patents” shall mean all patents and applications for patents of the Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof, but excluding any Excluded IP Licenses in connection therewith.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof, but excluding any Excluded IP Licenses in connection therewith.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 through 1.4 of the Loan Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Lender (for the benefit of the Secured Parties) under the Loan Agreement, and as further security for the prompt payment and performance of all Obligations, the Grantor hereby ratifies such security interest and grants to the Lender (for its own benefit and the benefit of the other Secured Parties) a continuing security interest in and Lien upon all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the following property, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;

(b) All Patents and Patent Licenses;

(c) All Trademarks and Trademark Licenses;

(d) All other Licenses;

(e) All renewals of any of the foregoing;

(f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantor. Except as set forth below in this SECTION 3, the Grantor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantor's sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor reasonably deems necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantor's Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, the Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights owned by the Grantor and all Copyright Licenses to which the Grantor is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by the Grantor and all Patent Licenses to which the Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks owned by the Grantor and all Trademark Licenses to which the Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B** and **C**, none of the Intellectual Property owned by the Grantor is the subject of any licensing or franchise agreement pursuant to which the Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by the Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) The Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by the Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its

Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. To Grantor's knowledge, the use by the Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or the Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) The Grantor shall give the Lender prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) The Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by the Grantor of the right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(ii) The Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(iii) The Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(iv) The Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or the Grantor's right to register the same or to own and maintain the same, except to the extent that such forfeiture, abandonment, dedication or adverse determination or development could not reasonably be expected to have Material Adverse Effect.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by the Grantor of any

additional Intellectual Property, the Grantor shall promptly deliver to the Lender an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Lender to file, at the Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) The Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantor hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Lender's taking of such action shall not be a condition to the creation of the security interest created hereby.

SECTION 6. Grantor's Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantor provides the Lender with written notice of the Grantor's institution of any legal proceedings to enforce its rights in any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantor, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Lender's Actions To Protect Intellectual Property. In the event of

(a) the Grantor's failure to observe or perform any of the Grantor's covenants, agreements or other obligations hereunder and such failure continues for ten (10) days after the earlier of the Grantor's knowledge of a breach of any such covenant, agreement or other obligation or the Grantor's receipt of notice from the Lender of any such breach; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Lender's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Lender may exercise all rights and remedies of a secured party under the UCC, with respect to the IP Collateral, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the IP Collateral, subject to those restrictions to which the Grantor is subject under Applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

SECTION 9. Lender As Attorney-In-Fact.

(a) The Grantor hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for the Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for the Grantor and in the Grantor's name or otherwise, for the use and benefit of the Lender and the other Secured Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of the Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Lender reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which the Grantor is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in accordance with Section 13.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and non-appealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 10. Lender's Rights. Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies

under this Agreement and the Loan Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Lender, for its own benefit and the benefit of the other Secured Parties, under the Loan Agreement. All provisions of the Loan Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Lender thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Loan Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, and subject to Section 4.5 of the Loan Agreement, this Agreement and the security interest granted herein and therein shall terminate when there has occurred a Full Payment of the Obligations, at which time the Lender shall execute and deliver to the Grantor, at the Grantor's expense, all UCC termination statements, releases and similar documents that the Grantor shall reasonably request to evidence such termination; provided, however, that (i) the Lender shall not be required to execute any such document on terms which, in its reasonable opinion, would, under applicable law, expose the Lender to liability or entail any adverse consequence other than the release of such Liens without recourse or warranty, and (ii) the Loan Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of the Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Lender or any other Secured Party.

SECTION 14. Choice of Laws. THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

SECTION 15. Counterparts; Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Lender has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

EASTERN ALLOYS, INC.

By: 

Name: Michael S. Zurino

Title: Chief Financial Officer

LENDER:

BANK OF AMERICA, N.A.

By: _____

Name: James Foley

Title: Senior Vice President

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

EASTERN ALLOYS, INC.

By: _____
Name: _____
Title: _____

LENDER:

BANK OF AMERICA, N.A.

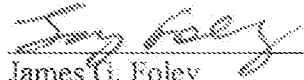
By:  _____
Name: James G. Foley
Title: Senior Vice President

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations

None.

Copyright Licenses

None.

EXHIBIT B

List of Patents and Patent Licenses

Patent Registrations

<u>Patent</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
HIGH STRENGTH, CREEP RESISTANT ZINC ALLOY	EASTERN ALLOYS, INC.	12619268	November 16, 2009
Coating and method of coating a zinc containing substrate	EASTERN ALLOYS, INC.	10607254	June 25, 2003
Coating and method for coating a zinc containing substrate	EASTERN ALLOYS, INC.	11297564	December 9, 2005

Patent Licenses

None.

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
ZA	Eastern Alloys, Inc.	Registered	1182681	12/22/1981
EAZALL	Eastern Alloys, Inc.	Registered	1012065	6/3/1975
EA	Eastern Alloys, Inc.	Registered	1907325	7/25/1995
EA Eastern Alloys Inc.	Eastern Alloys, Inc.	Registered	1907327	7/25/1995
EA	Eastern Alloys, Inc.	Registered	2163408	6/9/1998
Eastern Alloys, Inc.	Eastern Alloys, Inc.	Registered	2166978	6/23/1998
EA	Eastern Alloys, Inc.	Registered	2166980	6/23/1998
EZAC	Eastern Alloys, Inc.	Registered	3818875	7/13/2010

Trademark Licenses

None.

2163095.5

Exhibits to Intellectual Property Security Agreement