

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elah Holdings, Inc. (f/k/a Real Industry, Inc.)		05/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RA Acquisition Purchaser, LLC		
Street Address:	3700 Park East Drive, Suite 300		
City:	Beachwood		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86523119		
Serial Number:	86523080	REAL ALLOY	
Serial Number:	86485879	REAL ALLOY	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	062749-0001		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	07/18/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment Agreement”) is made as of May 31, 2018, between Elah Holdings, Inc. (f/k/a Real Industry, Inc.), a Delaware Corporation located at 8214 Westchester Drive, Suite 950, Dallas, Texas 75225 (“Assignor”) and RA Acquisition Purchaser, LLC, a Delaware limited liability company located at 3700 Park East Drive, Suite 300, Beachwood, Ohio 44122 (“Assignee” and, together with Assignor, the “Parties” and each individually, a “Party”).

RECITALS

WHEREAS, in accordance with and subject to the terms and conditions of that certain Support Agreement (the “Support Agreement”), dated May 31, 2018, among Assignor and Assignee, Assignor has agreed to irrevocably convey, transfer and assign the trademarks and service marks owned by Assignor that are listed on Exhibit A attached hereto, together with all goodwill associated with the foregoing (the “Marks”) to Assignee, and Assignee has agreed to accept such assignment.

NOW, THEREFORE, for \$1.00 (one U.S. dollar) and other good and adequate consideration and in consideration of the mutual agreements, provisions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

Terms that are capitalized but not specifically defined in this Assignment Agreement shall have the respective meanings ascribed to them in the Support Agreement.

2. ASSIGNMENT.

(a) Assignment. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor’s rights, titles and interests of every kind and nature (including indirect and other forms of beneficial ownership) in and to the Marks, along with all income, royalties, damages and payments due or payable to Assignor as of the Closing or thereafter, including damages and payments for past, present or future infringements, dilutions or misappropriations thereof or other conflicts therewith, the right to sue and recover for past, present or future infringements, dilutions or misappropriations thereof or other conflicts therewith, and all corresponding rights (including rights of priority) that, now or hereafter, may be secured throughout the world.

(b) Recordation. Assignor hereby requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks listed on Exhibit A hereto.

3. FURTHER ASSURANCES.

Assignor shall, at the request of Assignee, execute such written instruments, extend such other cooperation and perform such other acts as may be necessary or appropriate, in the reasonable opinion of Assignee, to convey, establish, evidence, maintain, defend and enforce Assignee’s

rights in the Marks; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

4. MISCELLANEOUS.

(c) Amendments. This Assignment Agreement may not be amended, modified or supplemented except by a written instrument signed by Assignor and Assignee.

(d) Counterparts; Electronic Execution. This Assignment Agreement and any instrument entered into in connection with this Assignment Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of either Party, the other Party shall re-execute the original form of this Assignment Agreement and deliver such form to the other Party. Neither Party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

(e) Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware (regardless of the Laws that might otherwise govern under applicable Delaware principles of conflicts of Law) as to all matters, including matters of validity, construction, effect, performance and remedies.


(f) Entire Understanding. This Assignment Agreement and the Support Agreement set forth the entire agreement and understanding of the Parties in respect to the transactions contemplated by this Assignment Agreement and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and is not intended to confer upon any other Person any rights or remedies hereunder. In the event of any conflict between the provisions of this Assignment Agreement and the provisions of the Support Agreement, the provisions of the Support Agreement shall control and prevail.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first mentioned above.

ASSIGNOR:

**Elah Holdings, Inc.
(f/k/a Real Industry, Inc.)**

By: 
Name: Kelly G. Howard
Its: General Counsel, Executive Vice
President and Corporate Secretary

ASSIGNEE:

RA Acquisition Purchaser, LLC

By: _____
Name:
Its:

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first mentioned above.

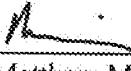
ASSIGNOR:

**Elah Holdings, Inc.
(f/k/a Real Industry, Inc.)**

By: _____
Name: Kelly G. Howard
Its: General Counsel, Executive Vice
President and Corporate Secretary

ASSIGNEE:


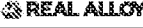






RA Acquisition Purchaser, LLC


By:  _____
Name: Matthew Manning
Its: President and Treasurer

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Marks

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
RA Acquisition Purchaser LLC	86523119	United States	Design Only 
RA Acquisition Purchaser LLC	86523080	United States	REAL ALLOY
RA Acquisition Purchaser LLC	86485879	United States	REAL ALLOY
RA Acquisition Purchaser LLC	15739022	EU trade marks	REAL ALLOY 
RA Acquisition Purchaser LLC	15741201	EU trade marks	REAL ALLOY 
RA Acquisition Purchaser LLC	1291516	International Register	REAL ALLOY
RA Acquisition Purchaser LLC	1291517	International Register	Design Only 
RA Acquisition Purchaser LLC	1291515	International Register	REAL ALLOY
RA Acquisition Purchaser LLC	1746488	Mexico	REAL ALLOY
RA Acquisition Purchaser LLC	1746489	Mexico	REAL ALLOY
RA Acquisition Purchaser LLC	1746490	Mexico	REAL ALLOY and design 
RA Acquisition Purchaser LLC	1746491	Mexico	REAL ALLOY and design 
RA Acquisition Purchaser LLC	1740996	Mexico	Design Only 
RA Acquisition Purchaser LLC	1740997	Mexico	Design Only 

RA Acquisition Purchaser LLC	1735138	Canada	Design 
RA Acquisition Purchaser LLC	1735132	Canada	REAL ALLOY
RA Acquisition Purchaser LLC	1735133	Canada	REAL ALLOY and design REAL ALLOY