

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542563

<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>
Materion Corporation		09/24/2019	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 South Dearborn Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86456985	ARRAYTEC	
<b>Serial Number:</b>	86238582	ESTAINLESS	
<b>Serial Number:</b>	86268655	GAMMA CLAD	
<b>Serial Number:</b>	78230614	NANOGETTERS	
<b>Serial Number:</b>	87542238	PERFORMET	
<b>Serial Number:</b>	87891281	PERFORMET	
<b>Serial Number:</b>	87276797	PROIR	
<b>Serial Number:</b>	88027338	QMET	
<b>Serial Number:</b>	88001059	TOUGHMET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3129932652		
<b>Email:</b>	heather.poitras@lw.com		
<b>Correspondent Name:</b>	Heather Poitras		
<b>Address Line 1:</b>	330 North Wabash		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Heather Poitras		

CH \$240.00 86456985

<b>SIGNATURE:</b>	/hp/
<b>DATE SIGNED:</b>	09/25/2019
<b>Total Attachments: 5</b> source=Materion 2019 - Trademark Grant of Security Interest_110978198_1_0#page1.tif source=Materion 2019 - Trademark Grant of Security Interest_110978198_1_0#page2.tif source=Materion 2019 - Trademark Grant of Security Interest_110978198_1_0#page3.tif source=Materion 2019 - Trademark Grant of Security Interest_110978198_1_0#page4.tif source=Materion 2019 - Trademark Grant of Security Interest_110978198_1_0#page5.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of September 24, 2019 by and from MATERION CORPORATION an Ohio corporation (the "Company"), and MATERION BRUSH INC., an Ohio corporation (each, a "Grantor" and collectively, the "Grantors"), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, the Company and certain Foreign Subsidiaries of the Company, the Lenders and Grantee have entered into a Third Amended and Restated Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantors and certain Subsidiaries of the Company have entered into a Third Amended and Restated Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantors own the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Loan Parties under the Credit Agreement. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Each Grantor hereby grants to Grantee a security interest in (1) all of such Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds of such Trademarks, (3) the

goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.


3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

MATERION CORPORATION

By:   
Name: Christopher E. Eberhardt  
Title: Vice President, Tax and Treasury

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

MATERION BRUSH INC.

By: 

Name: Christopher E. Eberhardt

Title: Vice President, Secretary and Treasurer

Confirmatory Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 006844 FRAME: 0033**

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**Exhibit A – SCHEDULE OF TRADEMARKS**

<b>Country</b>	<b>Trademark</b>	<b>Grantor</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Next Rnwl</b>	<b>Class</b>
United States of America	ARRAYTEC	Materion Corporation	Registered	86456985	11/17/14	5,032,510	8/30/16		
United States of America	ESTAINLESS	Materion Corporation	Registered	86238582	4/1/14	4,761,492	6/23/15		6
United States of America	ETCHMET	Materion Brush Inc.	Registered	87555951	8/4/17	5,602,538	11/6/18		6
United States of America	GAMMA CLAD	Materion Corporation	Registered	8628655	5/1/14	5,628,048	12/11/18		6, 14
United States of America	NANOGETTERS	Materion Corporation	Registered	78230614	3/27/03	3,062,069	2/28/06		5
United States of America	PERFORMET	Materion Corporation	Registered	87542238	7/25/17	5,710,594	3/26/19		6
United States of America	PERFORMET	Materion Corporation	Allowed	87891281	4/24/18				6, 7, 42
United States of America	PERFORMET	Materion Brush Inc.	Registered	87456842	5/19/17	5,710,437	3/26/19		6
United States of America	PROIR	Materion Corporation	Registered	87276797	12/21/16	5,710,255	3/26/19		9
United States of America	QMET	Materion Corporation	Allowed	88027338	7/5/18				6, 9
United States of America	TOUGHMET	Materion Corporation	Registered	88001059	6/14/18	5,748,807	5/14/19		6