

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560329

<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>
Core Metals Group LLC		10/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as Agent		
<b>Street Address:</b>	500 First Ave., 4th Floor (P7-PFSC-04-L)		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3677350	CORE METALS GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<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>	3122013865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd., 55 E. Monroe St.		
<b>Address Line 2:</b>	Ste 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4033.168		
<b>NAME OF SUBMITTER:</b>	Sharon Patterson		
<b>SIGNATURE:</b>	/sharon patterson/		
<b>DATE SIGNED:</b>	02/04/2020		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is made and entered into as of this 11th day of October, 2019, by and among EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO and each of the other persons and entities that become bound hereby from time to time by joinder, assumption or otherwise (each a "Grantor" and collectively, the "Grantors") and PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Agent under and pursuant to the Credit Agreement, hereinafter defined (the "Secured Party"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

### Recitals:

A. Globe Specialty Metals, Inc., a Delaware corporation ("US Borrower"), QSIP Canada ULC, an unlimited company amalgamated under the laws of Nova Scotia ("Canadian Borrower"; and together with US Borrower, collectively the "Borrowers" and each individually, a "Borrower") the Guarantors party thereto as the "Guarantors", the Lenders party thereto as the "Lenders", PNC Bank, National Association, as the "Agent", and PNC Bank, National Association, as the "Swing Loan Lender" and the "Issuer", are the parties to that certain Credit and Security Agreement dated as of October 11, 2019 (as amended, restated, supplemented, replaced and otherwise modified from time to time, the "Credit Agreement").

B. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantors deliver this IP Security Agreement.

### Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. INCORPORATION OF CREDIT AGREEMENT AND SECURITY AGREEMENT. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

2. SECURITY INTEREST IN INTELLECTUAL PROPERTY, ETC. Each Grantor hereby pledges and grants to the Secured Party for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "IP Collateral");

(a) the Intellectual Property of such Grantor listed on Schedule I attached hereto;

(b) all proceeds and products of any and all of the foregoing;

(c) the goodwill associated with the trademark applications and trademark registrations; and

(d) all causes of action arising prior to or after the date hereof for infringement of the Intellectual Property or unfair competition regarding the same.

3. SECURITY AGREEMENT. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Credit Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement. In the event that any provision of this IP Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Secured Party shall otherwise determine.

4. TERMINATION. Upon the termination of the security interests granted to the Secured Party under the Credit Agreement, the Secured Party shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the IP Collateral.

5. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this IP Security Agreement by signing and delivering one or more counterparts.

6. GOVERNING LAW. Article XII and Section 16.1 of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

[Signatures Follow on Next Page]

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

GRANTORS:

CORE METALS GROUP LLC, a Delaware limited liability company

By: Kimberly Semple  
Name: Kimberly Semple  
Title: VP and Treasurer

Accepted and Agreed:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Secured Party

By: Eamonn Brady  
Name: Eamonn Brady  
Title: Authorized Signatory

**SCHEDULE I**  
to  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patents**

<u>Patent Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
None	N/A	N/A	N/A

**Patent Applications**

<u>Application Name</u>	<u>Country</u>	<u>Application Number</u>	<u>Applicant</u>
None	N/A	N/A	N/A

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademarks**

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
CORE METALS GROUP	United States	3677350	Core Metals Group LLC
CMG	Mexico	1085017	Core Metals Group LLC
CORE METALS GROUP	Mexico	1085018	Core Metals Group LLC

**Trademark Applications**

<u>Application Name</u>	<u>Country</u>	<u>Application Number</u>	<u>Applicant</u>
None	N/A	N/A	N/A

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

Copyrights

<u>Copyright Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
None	N/A	N/A	N/A

Copyrights Applications

<u>Copyright Name</u>	<u>Country</u>	<u>Application Number</u>	<u>Record Owner</u>
None	N/A	N/A	N/A