

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kawneer Company, Inc.		05/13/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: GERMANY

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	0853497	KAWNEER
Registration Number:	1681586	HPS SLIDER
Registration Number:	1186402	CONTROLLER
Registration Number:	1867446	1600 WALL SYSTEM
Registration Number:	1640217	FLUSHLINE
Registration Number:	2740064	ISOLOCK
Registration Number:	0795871	PERMANODIC
Registration Number:	2459937	QUICKSEAL
Registration Number:	1502794	TRIFAB
Registration Number:	2126075	ENCORE
Registration Number:	1961055	PROFIT\$MAKER
Registration Number:	2105195	ISOWEB
Registration Number:	2309800	VERSAGLAZE
Registration Number:	2533071	POWERSLOPE
Registration Number:	2644481	1600 SUNSHADE
Registration Number:	2530801	POWERSHADE
Registration Number:	2609683	1600 L-R WALL
Registration Number:	3324489	PERMADIZE

OP \$665.00 0853497

Property Type	Number	Word Mark
Registration Number:	2532342	POWERWALL
Registration Number:	2865682	INLIGHTEN
Registration Number:	2820477	2500 PG WALL
Registration Number:	3016076	PG 123
Registration Number:	1457157	TUFFLINE
Registration Number:	1185564	PANELINE
Registration Number:	3618311	GLASSVENT
Registration Number:	3776433	UNITWALL

CORRESPONDENCE DATA

Fax Number: 8004947512
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.
Phone: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
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:	1220612 TM C6
NAME OF SUBMITTER:	Rachael Hall
SIGNATURE:	/Rachael Hall/
DATE SIGNED:	05/14/2020

Total Attachments: 5

source=C6 - Arconic ABL - Kawneer Company Trademark Coversheet#page2.tif
source=C6 - Arconic ABL - Kawneer Company Trademark Coversheet#page3.tif
source=C6 - Arconic ABL - Kawneer Company Trademark Coversheet#page4.tif
source=C6 - Arconic ABL - Kawneer Company Trademark Coversheet#page5.tif
source=C6 - Arconic ABL - Kawneer Company Trademark Coversheet#page6.tif

TRADEMARK SECURITY AGREEMENT dated as of May 13, 2020 (this "Agreement"), between Kawneer Company, Inc., a Delaware corporation (the "Grantor") and Deutsche Bank AG New York Branch ("DBNY"), as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of May 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Arconic Corporation (the "Borrower"), the Designated Borrowers from time to time party thereto, the Lenders, Issuing Banks and Swingline Lenders from time to time party thereto and DBNY, as Administrative Agent, and (b) the ABL Collateral Agreement dated as of May 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Collateral Agreement"), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and DBNY, as Administrative Agent. The parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the ABL Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the ABL Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting the Trademarks listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property (including, for the avoidance of doubt, any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, solely during the period prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the ABL Collateral Agreement and included in the Article 9 Collateral) and subject to the exclusions set forth in Section 4.01(d) of the ABL Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. ABL Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the ABL Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the ABL Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the ABL Collateral Agreement, the terms of the ABL Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KAWNEER COMPANY, INC.,
as Grantor

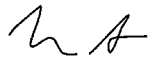
By: Jason Secore
Name: Jason Secore
Title: Vice President and Treasurer

[Signature Page to Kawneer Company, Inc., Trademark Security Agreement]

[[5347437]]

TRADEMARK
REEL: 006939 FRAME: 0306

DEUTSCHE BANK AG NEW YORK
BRANCH, as Administrative Agent

By: 
Name: Michael Strobel
Title: Vice President
michael-p.strobel@db.com
212-250-0939

By: 
Name: Suzan Onal
Title: Vice President
suzan.onal@db.com
212-250-3174

[Signature Page to Kawneer Company, Inc., Trademark Security Agreement]

[[5347437]]

TRADEMARK
REEL: 006939 FRAME: 0307

SCHEDULE I

Trademarks

Trademark	Registration No.
KAWNEER	0853497
HPS SLIDER	1681586
CONTROLLER	1186402
1600 WALL SYSTEM	1867446
FLUSHLINE	1640217
ISOLOCK	2740064
PERMANODIC	0795871
QUICKSEAL	2459937
TRIFAB	1502794
ENCORE	2126075
PROFITSMAKER	1961055
ISOWEB	2105195
VERSAGLAZE	2309800
POWERSLOPE	2533071
1600 SUNSHADE	2644481
POWERSHADE	2530801
1600 L-R WALL	2609683
PERMADIZE	3324489
POWERWALL	2532342
INLIGHTEN	2865682
2500 PG WALL	2820477
PG 123	3016076
TUFFLINE	1457157
PANELINE	1185564
GLASSVENT	3618311
UNITWALL	3776433

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

[[5347437]]