

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MATERION CORPORATION		10/27/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86917737	IMPERMION	
Serial Number:	90430538	MATERION	
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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-00474 HP		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	10/27/2021		
Total Attachments: 4			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of October 27, 2021 by and from MATERION CORPORATION an Ohio corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

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

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into a Fourth Amended and Restated Pledge and Security Agreement dated as of the date hereof in favor of Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns 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 on behalf of and for the ratable benefit of the Holders of Secured Obligations. 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 prompt and complete payment and performance 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 Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

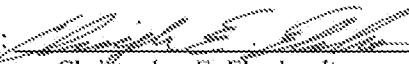
(b) The Grantor hereby grants to Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated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

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

Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 007475 FRAME: 0347

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A – SCHEDULE OF TRADEMARKS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner
IMPERMION	86917737 24-FEB-2016	6047840 05-MAY-2020	Materion Corporation
MATERION	90430538 30-DEC-2020		Materion Corporation