

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI125908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chromalloy Corporation		03/27/2024	Corporation: DELAWARE
Chromalloy Gas Turbine LLC		03/27/2024	Limited Liability Company: DELAWARE
BELAC LLC		03/27/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Royal Bank of Canada		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H1C4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5726457	LONG LIVE YOUR ENGINE	
Registration Number:	6428615	LIFEX	
Registration Number:	3383284	BELAC LLC	
Registration Number:	3383283	BELAC LLC	
Registration Number:	1524839	CHROMALLOY	
Registration Number:	6708730	S	
Registration Number:	6708729	SEQUA	
Serial Number:	97802415	C CHROMALLOY	
Serial Number:	97802423	C CHROMALLOY	
Serial Number:	97802427	C CHROMALLOY	
Serial Number:	97802381	C CHROMALLOY	
Serial Number:	97802389	C CHROMALLOY	
Serial Number:	97802399	C CHROMALLOY	
Serial Number:	97802343	C	
Serial Number:	97802347	C	
Serial Number:	97802356	C	

CH \$490.00.00 88076253

Property Type	Number	Word Mark
Serial Number:	97802313	C
Serial Number:	97802318	C
Serial Number:	97802328	C

CORRESPONDENCE DATA

Fax Number: 9494514220
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: 9494513800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	94868-00076
NAME OF SUBMITTER:	STEPHANIE KANN
SIGNATURE:	STEPHANIE KANN
DATE SIGNED:	03/27/2024

Total Attachments: 12
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Trademark Security Agreement

Trademark Security Agreement, dated as of March 27, 2024 by Chromalloy Corporation, a Delaware corporation, Chromalloy Gas Turbine LLC, a Delaware limited liability company, and BELAC LLC, a Delaware limited liability company (each individually, a “Grantor”, and, collectively, the “Grantors”), in favor of ROYAL BANK OF CANADA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of March 27, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Grantor in, to and under the following Pledged Collateral of such Grantor (collectively, “Trademark Collateral”):

- (a) Trademarks of such Grantor, including those listed on Schedule I attached hereto;
and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (i) contingent indemnification obligations for which no claim has been asserted and (ii) Secured Obligations under Secured Hedging Agreements and Secured Cash Management Agreements) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors (at the sole expense of the Grantors) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” and words of like import herein shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, digital copies of a signatory’s manual signature, and deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

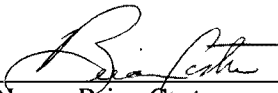
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CHROMALLOY CORPORATION,
as a Grantor

By: 
Name: Brian Costa
Title: Chief Executive Officer and
President

CHROMALLOY GAS TURBINE LLC,
as a Grantor

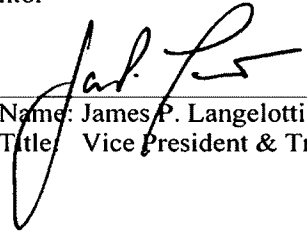
By: 
Name: Brian Costa
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008382 FRAME: 0112

BELAC LLC,
as a Grantor

By: _____



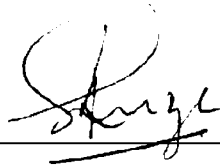
Name: James P. Langelotti
Title: Vice President & Treasurer

[Signature Page to Trademark Security Agreement]

Agreed to and Accepted:

ROYAL BANK OF CANADA, as Collateral
Agent

By: _____






Name:






Title:





RICHARD DSOUZA
MANAGER AGENCY SERVICES





SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS







Trademark Registrations:





Grantor	Country	Mark	Image	Status	Application Number	Registration Number
Chromalloy Gas Turbine LLC	United States (USPTO)	LONG LIVE YOUR ENGINE	LONG LIVE YOUR ENGINE	Registered	88076253	5726457
Chromalloy Gas Turbine LLC	United States (USPTO)	LIFEX (and design)		Registered	87853193	6428615
BELAC LLC	United States (USPTO)	BELAC LLC		Registered	78926500	3383284
BELAC LLC	United States (USPTO)	BELAC LLC (and design)		Registered	78926495	3383283
Chromalloy Gas Turbine LLC	United States (USPTO)	CHROMALLOY		Registered	73726956	1524839



Grantor	Country	Mark	Image	Status	Application Number	Registration Number
Chromalloy Corporation	United States (USPTO)	S (and design)		Registered	90976751	6708730 Trademark is "Live" but will not be renewed as we are now Chromalloy
Chromalloy Corporation	United States (USPTO)	SEQUA		Registered	90976750	6708729 Trademark is "Live" but will not be renewed as we are now Chromalloy
Chromalloy Gas Turbine LLC	United States (USPTO)	 CHROMALLOY Class 37	 CHROMALLOY Class 37	Notice of Allowance (NOA) sent (issued) to the applicant. Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date. -- Feb. 27, 2024	97802415	N/A
Chromalloy Gas Turbine LLC	United States (USPTO)	 CHROMALLOY	 CHROMALLOY	Notice of Allowance (NOA) sent (issued) to the applicant.	97802423	N/A

Grantor	Country	Mark	Image	Status	Application Number	Registration Number
Chromalloy Gas Turbine LLC	United States (USPTO)	 Class 40	 Class 40	<p>Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date. Feb. 27, 2024</p>	97802427	N/A
Chromalloy Gas Turbine LLC	United States (USPTO)	 Class 37	 Class 37	<p>Notice of Allowance (NOA) sent (issued) to the applicant. Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date. Feb. 27, 2024</p>	97802381	N/A

Grantor	Country	Mark	Image	Status	Application Number	Registration Number
Chromalloy Gas Turbine LLC	United States (USPTO)	 CHROMALLOY Class 40	 CHROMALLOY Class 40	Statement of Use or Extension Request within six months of the NOA issuance date. Feb. 27, 2024	97802389	N/A
Chromalloy Gas Turbine LLC	United States (USPTO)	 CHROMALLOY Class 42	 CHROMALLOY Class 42	Notice of Allowance (NOA) sent (issued) to the applicant. Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date. Feb. 27, 2024	97802399	N/A

Grantor	Country	Mark	Image	Status	Application Number	Registration Number
Chromalloy Gas Turbine LLC	United States (USPTO)	 Class 37	 Class 37	Published	97802343	N/A
Chromalloy Gas Turbine LLC	United States (USPTO)	 Class 40	 Class 40	Notice of Allowance (NOA) sent (issued) to the applicant. Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date. Feb. 27, 2024	97802347	N/A
Chromalloy Gas Turbine LLC	United States (USPTO)	 Class 42	 Class 42	Notice of Allowance (NOA) sent (issued) to the applicant. Applicant	97802356	N/A

Grantor	Country	Mark	Image	Status	Application Number	Registration Number
Chromalloy Gas Turbine LLC	United States (USPTO)	 Class 37	 Class 37	<p>must file a Statement of Use or Extension Request within six months of the NOA issuance date. Feb. 27, 2024</p>	97802313	N/A
Chromalloy Gas Turbine LLC	United States (USPTO)	 Class 40	 Class 40	<p>Notice of Allowance (NOA) sent (issued) to the applicant. Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date. Feb. 27, 2024</p>	97802318	N/A

Grantor	Country	Mark	Image	Status	Application Number	Registration Number
Chromalloy Gas Turbine LLC	United States (USPTO)	 Class 42	 Class 42	<p>Use or Extension Request within six months of the NOA issuance date. Feb. 27, 2024</p> <p>Notice of Allowance (NOA) sent (issued) to the applicant. Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date. Feb. 27, 2024</p>	97802328	N/A

Trademark Applications:

None.