

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3909944

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
CONSTELLIUM ROLLED PRODUCTS RAVENSWOOD, LLC	06/01/2016

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS COLLATERAL AGENT
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	5393357
Patent Number:	5383986
Patent Number:	5415220
Patent Number:	5439536
Patent Number:	6869490
Patent Number:	6667115
Patent Number:	6756133
Patent Number:	6696175
Patent Number:	7926701
Patent Number:	6911267
Patent Number:	7229508
Patent Number:	7229509
Patent Number:	7520945
Patent Number:	7125459
Patent Number:	8277580
Patent Number:	7704333
Patent Number:	8357249
Application Number:	13309165
Patent Number:	8413876
Application Number:	62215842

PATENT

CORRESPONDENCE DATA**Fax Number:**

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.

Email: michael.barys@thomsonreuters.com**Correspondent Name:** RINA E. TERAN**Address Line 1:** 830 THIRD AVENUE, 9TH FLOOR**Address Line 2:** CONSTELLIUM**Address Line 4:** NEW YORK, NEW YORK 10022

NAME OF SUBMITTER:	RINA E. TERAN
SIGNATURE:	/Michael Barys/
DATE SIGNED:	06/09/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Constellium Rolled Products Ravenswood, LI

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas, as Collateral Agent

Internal Address: _____

Street Address: 60 Wall Street

City: New York

State: New York

Country: USA Zip: 10005

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 1, 2016

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Rina E. Teran

Internal Address: Constellium

Street Address: 830 Third Avenue, 9th Floor

City: New York

State: NY Zip: 10022

Phone Number: 212-675-5087

Docket Number: _____

Email Address: rina.teran@constellium.com

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: 

6/9/2016

Signature

Date

Chad Hewitt

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Continuation to Item 4

Application Number	Patent Number
	5393357
	5383986
	5415220
	5439536
	6869490
	6667115
	6756133
	6696175
	7926701
	6911267
	7229508
	7229509
	7520945
	7125459
	8277580
	7704333
	8357249
13/309165	
	8413876
62/215842	

**PATENT SECURITY AGREEMENT
(Secured Notes)**

This PATENT SECURITY AGREEMENT dated as of June 1, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by CONSTELLIUM ROLLED PRODUCTS RAVENSWOOD, LLC (the “*Grantor*”) in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”).

WHEREAS, the Grantor is a party to that certain Collateral Agreement dated as of June 1, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among Constellium Holdco III B.V., Constellium US Holdings I, LLC, the Grantor, the other pledgors party thereto from time to time and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of its Parity Lien Obligations, Grantor hereby assigns and pledges to the Collateral Agent and its successors and permitted assigns for the benefit of the Secured Parties, a continuing security interest in and lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Patent Collateral**”), in each case whether presently existing or hereafter arising or acquired:

- (a) all letters patents of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on **Schedule A** (as such schedule may be amended or supplemented from time to time), and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on **Schedule A** (as such schedule may be amended or supplemented from time to time),
- (b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein,
- (c) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof,
- (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and
- (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for

the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

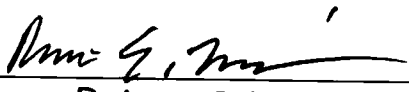
SECTION 4. Governing Law. THIS AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE IN ANY WAY TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**CONSTELLIUM ROLLED PRODUCTS
RAVENSWOOD, LLC**

By: 
Name: RINA E. TERAN
Title: VP & Secretary

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent
By: **DEUTSCHE BANK NATIONAL TRUST COMPANY**

By: Linda Reale
Name: Linda Reale
Title: Vice President

By: Wanda Camacho
Name: Wanda Camacho
Title: Vice President

[Signature Page – Patent Security Agreement]

PATENT
REEL: 038931 FRAME: 0607

Schedule A to the Patent Security Agreement

U.S. Patents and Patent Applications

Title	App. No. App. Date	Patent No. Issue Date	Owner
Method of minimizing strength anisotropy in aluminum-lithium alloy wrought product by cold rolling, stretching and aging	07957318 10/6/1992	5393357 2/28/1995	Constellium Rolled Products Ravenswood, LLC
Method of improving transverse direction mechanical properties of aluminum-lithium alloy wrought product using multiple stretching steps	08030925 3/12/1993	5383986 1/24/1995	Constellium Rolled Products Ravenswood, LLC
Direct chill casting of aluminum-lithium alloys under salt cover	08034329 3/22/1993	5415220 5/16/1995	Constellium Rolled Products Ravenswood, LLC
Method of minimizing strength anisotropy in aluminum-lithium alloy wrought product by cold rolling, stretching and aging	08236811 5/2/1994	5439536 8/8/1995	Constellium Rolled Products Ravenswood, LLC
High strength aluminum alloy	10000147 10/19/2001	6869490 3/22/2005	Constellium Rolled Products Ravenswood, LLC
Brazing sheet and method	10046152 1/16/2002	6667115 12/23/2003	Constellium Rolled Products Ravenswood, LLC
High temperature aluminum alloy brazing sheet and methods of manufacturing and uses therefor	10085139 3/1/2002	6756133 6/29/2004	Constellium Rolled Products Ravenswood, LLC
Unrecrystallized layer and associated alloys and methods	10345336 1/16/2003	6696175 2/24/2004	Constellium Rolled Products Ravenswood, LLC
Method for brazing strips of aluminium alloy	10596057 5/26/2006	7926701 4/19/2011	Constellium Rolled Products, Ravenswood, LLC and Constellium France
Brazing sheet and method	10658791 9/10/2003	6911267 6/28/2005	Constellium Rolled Products Ravenswood, LLC
Al-Cu-Mg-Ag-Mn-alloy for structural applications requiring high strength and high ductility	10853711 5/26/2004	7229508 6/12/2007	Constellium Rolled Products, Ravenswood, LLC and Constellium France
New Al-Cu-Li-Mg-Ag-Mn-Zr alloy for use as structural members requiring high strength and high fracture toughness	10853721 5/26/2004	7229509 6/12/2007	Constellium Rolled Products Ravenswood, LLC
Recrystallized Al-Zn-Cu-Mg plate with low zirconium	11012357 12/16/2004	7520945 4/21/2009	Constellium Rolled Products, Ravenswood, LLC

Title	App. No. App. Date	Patent No. Issue Date	Owner
			and Constellium France
High strength aluminum alloy	11018262 12/21/2004	7125459 10/24/2006	Constellium Rolled Products Ravenswood, LLC
Al-Zn-Cu-Mg aluminum base alloys and methods of manufacture and u	11350721 2/10/2006	8277580 10/2/2012	Constellium Rolled Products Ravenswood, LLC
Al-Cu-Mg-Ag-Mn alloy for structural applications requiring high strength and high ductility	11625113 1/19/2007	7704333 4/27/2010	Constellium Rolled Products, Ravenswood, LLC and Constellium France
High strength, heat treatable aluminum alloy	11771647 6/29/2007	8357249 1/22/2013	Constellium Rolled Products Ravenswood, LLC
Method for improved manufacturing of thick aluminium- copper rolled products	13309165 12/1/2011		Constellium Rolled Products Ravenswood, LLC
Aluminium alloy strip for brazing	13171644 6/29/2011	8413876 4/9/2013	Constellium Rolled Products, Ravenswood, LLC and Constellium Neuf-Brisach SAS
	62/215842 9/9/2015		Constellium Rolled Products Ravenswood, LLC