

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6039621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KAWNEER COMMERCIAL WINDOWS LLC	03/30/2020
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	50 S 16TH ST., STE 2000
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19102
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7096640
Patent Number:	7987633
Patent Number:	8112941
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:	202.370.4750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JENNIFER TINDIE
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:	1205185 C
NAME OF SUBMITTER:	RACHAEL HALL
SIGNATURE:	/Rachael Hall/
DATE SIGNED:	03/31/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT dated as of March 30, 2020 (this "Agreement"), between Kawneer Commercial Windows LLC, a Pennsylvania LLC (the "Grantor"), and U.S. Bank National Association ("U.S. Bank"), as Notes Collateral Agent (in such capacity, the "Notes Collateral Agent").

Reference is made to (a) the Indenture dated as of February 7, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among Arconic Rolled Products Corporation (to be known as Arconic Corporation) (the "Issuer"), the Guarantors party thereto from time to time and U.S. Bank, as Trustee and Notes Collateral Agent, and (b) the Notes Collateral Agreement dated as of March 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Notes Collateral Agreement"), among the Issuer, the Subsidiary Guarantors from time to time party thereto and U.S. Bank, as Notes Collateral 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 Indenture or the Notes Collateral Agreement, as applicable. The rules of construction specified in Section 1.04 of the Indenture 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 Secured Obligations, the Grantor, pursuant to the Notes Collateral Agreement, did and hereby does grant to the Notes Collateral Agent and its 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 Patents listed on Schedule I hereto, subject to the exclusions set forth in Section 4.01(d) of the Notes Collateral Agreement (collectively, the "Patent Collateral").

SECTION 3. Notes 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 Notes Collateral Agent for the benefit of the Secured Parties in connection with the Notes 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 Notes Collateral Agent with respect to the Patent Collateral are more fully set forth in the Notes 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 Notes Collateral Agreement, the terms of the Notes Collateral Agreement shall govern.

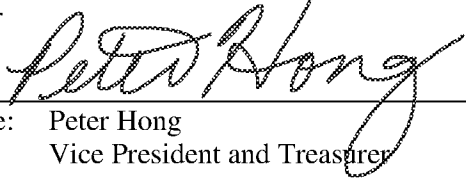
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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 COMMERCIAL WINDOWS LLC,
as Grantor

By: 
Name: Peter Hong
Title: Vice President and Treasurer

U.S. BANK NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: _____
Name:
Title:

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

KAWNEER COMMERCIAL WINDOWS LLC.,
as Grantor

By: _____
Name: Peter Hong
Title: Vice President and Treasurer

U.S. BANK NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: _____
Name: Michael Judge
Title: Vice President

[Signature Page to Patent Security Agreement -- Notes Collateral Agreement -- Kawneer Commercial Windows LLC]

PATENT
REEL: 052271 FRAME: 0874

SCHEDULE I

Patents

Patent No.	Title
7096640	Thermal Breaking System for Construction Materials and the Like
7987633	Construction Product Having a Frame with Multi-Functional Thermal Break
8112941	Construction Product Having a Moveable Element with Multi-Functional Thermal Break

[SCHEDULE I TO PATENT SECURITY AGREEMENT]