

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6060891

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DEUTSCHE BANK AG NEW YORK BRANCH	04/14/2020
RECEIVING PARTY DATA	
Name:	ALERIS ROLLED PRODUCTS, LLC
Street Address:	25825 SCIENCE PARK DRIVE, SUITE 400
City:	BEACHWOOD
State/Country:	OHIO
Postal Code:	44122
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6764559
Patent Number:	6789602
Patent Number:	6827179
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/14/2020
Total Attachments: 5	
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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)

Deutsche Bank AG New York Branch

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

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

Execution Date(s) April 14, 2020

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

2. Name and address of receiving party(ies)

Name: Aleris Rolled Products, LLC

Internal Address: _____

Street Address: 25825 Science Park Drive, Suite 400

City: Beachwood

State: OH

Country: USA Zip: 44122

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: ³ _____

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 UserName _____

9. Signature:

Elaine Carrera
Signature

April 14, 2020

Date

Elaine Carrera

Name of Person Signing

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

5

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

RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (this “Release”), dated as of April 14, 2020 (the “Effective Date”), is made by Deutsche Bank AG New York Branch, in its capacity as Collateral Agent pursuant to the Credit Agreement (the “Collateral Agent”), with offices located at 60 Wall Street, New York, New York 10005, in favor of Aleris Rolled Products, LLC, a Delaware limited liability company with offices located at 25825 Science Park Drive, Suite 400, Beachwood, Ohio 44122 (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of June 25, 2018, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered that certain Patent Security Agreement dated as of June 25, 2018 (the “Patent Security Agreement”) for recordal with the United States Patent and Trademark Office, pursuant to which the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Grantor (the “Patent Collateral”):

- (a) Patents of the Grantor, including those listed on Schedule I attached thereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Assets);

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on June 26, 2018 at Reel/Frame 047245/0816; and

WHEREAS, the Secured Obligations have been paid and performed in full, and as a result, the Collateral Agent has agreed to terminate and release its Lien on and security interest in and to the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Patent Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby fully releases, discharges, terminates and cancels its Lien on and security interest in and to all of the Grantor’s right, title and interest in, to and under the Patent Collateral, including the Patents set forth on Schedule A attached hereto, arising under the Security Agreement and Patent Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Patent Collateral under the Security Agreement or Patent Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Patent Security Agreement.

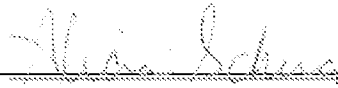
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

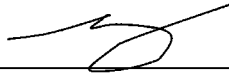
The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Release and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, 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. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record; provided, however, that the Collateral Agent shall provide as promptly as practicable following the Grantor's reasonable request therefor a wet-ink original (notarized, if applicable) of any document to the extent necessary to terminate, release or discharge any security interest, pledge, assignment or any other lien contemplated by this Release.

[Signature page follows]

Deutsche Bank AG New York Branch,
as Collateral Agent

By: 

Name: Alicia Schug
Title: Vice President

By: 

Name: Philip Tancorra
Title: Vice President

Schedule A

Release of Patent Security Agreement recorded June 26, 2018 at Reel/Frame 047245/0816

UNITED STATES PATENTS:

Registrations:

OWNER	PATENT NUMBER	DESCRIPTION
Aleris Rolled Products, LLC	6764559	Aluminum automotive frame members
Aleris Rolled Products, LLC	6789602	Process for producing aluminum sheet product having controlled recrystallization
Aleris Rolled Products, LLC	6827179	Sound barrier system

Applications:

None.