

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6355619

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
HAYNES INTERNATIONAL, INC.	10/19/2020

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 S. DEARBORN STREET, FLOOR L2
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 24

Property Type	Number
Application Number:	16647938
Patent Number:	10577680
Patent Number:	10358699
Patent Number:	9970091
Patent Number:	9938609
Patent Number:	9551051
Patent Number:	9399807
Patent Number:	9394591
Patent Number:	8662143
Patent Number:	8545643
Patent Number:	8506883
Patent Number:	8075839
Patent Number:	8066938
Patent Number:	7785532
Patent Number:	6860948
Patent Number:	6764646
Patent Number:	6740291
Patent Number:	6610155
Patent Number:	6610119
Patent Number:	6579388

PATENT

Property Type	Number
Patent Number:	6544362
Patent Number:	6503345
Patent Number:	6280540
Patent Number:	6638373

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: NANCY J. BROUGHER, PARALEGAL

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ATTORNEY DOCKET NUMBER:	1075.307
NAME OF SUBMITTER:	NANCY BROUGHER
SIGNATURE:	/njb/
DATE SIGNED:	10/19/2020

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Patent Security Agreement"), dated as of October 19, 2020, is by Haynes International, Inc., a Delaware corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as the administrative agent (the "Administrative Agent").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of October 19, 2020, by and among the Grantor, the other Loan Parties party thereto from time to time, and the Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Administrative Agent has agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain Pledge and Security Agreement dated as of October 19, 2020 (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Encumbrances) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Patent Collateral"): (a) any and all patents and patent applications, including those registered Patents referred to on Schedule I hereto; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any such new patents. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Administrative Agent

unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[SIGNATURE PAGES FOLLOW]

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

HAYNES INTERNATIONAL, INC.,
a Delaware corporation

By: 

Name: Janice W. Gunst

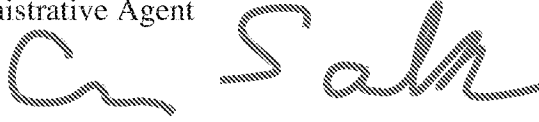
Title: Vice President, General Counsel
& Corporate Secretary

Signature Page to Patent Security Agreement

PATENT
REEL: 054091 FRAME: 0939

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

A handwritten signature in black ink, appearing to read "C. Salek", is written over a horizontal line.

By: _____

Name: Christopher A. Salek

Title: Authorized Officer

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Name of Grantor	Patent Description	Application Number	Patent Number	Issue Date
Haynes International, Inc.	Solar Tower System containing molten chloride salts	16/647938	N/A	N/A
Haynes International, Inc.	Fabricable, high strength, oxidation resistant Ni--Cr--Co--Mo--Al alloys	16/454913	10,577,680	03/03/20
Haynes International, Inc.	Fabricable, high strength, oxidation resistant Ni--Cr--Co--Mo--Al Alloys	15/956138	10,358,699	07/23/19
Haynes International, Inc.	Method for producing two-phase Ni--Cr--Mo alloys	14/794259	9,970,091	05/15/18
Haynes International, Inc.	Acid and alkali resistant Ni--Cr--Mo--Cu alloys with critical contents of chromium and copper	15/177856	9,938,609	04/10/18
Haynes International, Inc.	Weldable oxidation resistant nickel-iron-chromium aluminum alloy	13/940831	9,551,051	01/24/17
Haynes International, Inc.	Acid and alkali resistant Ni--Cr--Mo--Cu alloys with critical contents of	14/055126	9,399,807	07/26/16

	chromium and copper			
Haynes International, Inc.	Acid and alkali resistant nickel-chromium-molybdenum-copper alloys	13/719369	9,394,591	07/19/16
Haynes International, Inc.	Mold having ceramic insert	13/599236	8,662,143	03/04/14
Haynes International, Inc.	High temperature low thermal expansion Ni-Mo-Cr alloy	13/398996	8,545,643	10/01/13
Haynes International, Inc.	Weldable oxidation resistant nickel-iron-chromium-aluminum alloy	12/001528	8,506,883	08/13/13
Haynes International, Inc.	Cobalt-chromium-iron-nickel alloys amenable to nitride strengthening	11/521911	8,075,839	12/13/11
Haynes International, Inc.	Ni-Cr-Co alloy for advanced gas turbine engines	11/451787	8,066,938	11/29/11
Haynes International, Inc.	Hybrid corrosion-resistant nickel alloys	11/803353	7,785,532	08/31/10
Haynes International, Inc.	Age-hardenable, corrosion resistant Ni--Cr--Mo alloys	10/656010	6,860,948	03/01/05
Haynes International, Inc.	Ni-Cr-Mo-Cu alloys resistant to sulfuric acid and wet process phosphoric acid	10/170945	6,764,646	07/20/04
Haynes International, Inc.	Ni-Cr-Mo alloys resistant to wet process phosphoric acid and chloride-induced localized attack	10/146343	6,740,291	05/25/04

Haynes International, Inc.	Aging treatment for Ni-Cr-Mo alloys	10/165649	6,610,155	08/26/03
Haynes International, Inc.	Nickel-molybdenum alloys	09/951700	6,610,119	08/26/03
Haynes International, Inc.	Aging treatment for Ni-Cr-Mo alloys	09/894353	6,579,388	06/17/03
Haynes International, Inc.	Two step aging treatment for Ni-Cr-Mo alloys	09/894179	6,544,362	04/08/03
Haynes International, Inc.	Nickel-molybdenum alloys	08/269995	6,503,345 Expired	01/07/03
Haynes International, Inc.	Copper-containing Ni-Cr-Mo alloys	08/279289	6,280,540 Expired	08/28/01
Haynes International, Inc.	Two step aging treatment for NI-CR-MO alloys	10/165650	6,638,373	10/28/03