

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI399205

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN U.S. PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
SCM METAL PRODUCTS, INC.	07/31/2024
AMERITI MANUFACTURING, LLC	07/31/2024
RECEIVING PARTY DATA	
Company Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	11077497
Application Number:	17374955
Application Number:	17855061
CORRESPONDENCE DATA	
Fax Number:	2123108007
<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:	2123108000
Email:	juan.arias@weil.com
Correspondent Name:	NICOLE REYNOLDS
Address Line 1:	Weil, Gotshal & Manges LLP
Address Line 2:	767 Fifth Avenue
Address Line 4:	New York, NEW YORK 10153
NAME OF SUBMITTER:	JUAN CARLOS ARIAS
SIGNATURE:	JUAN CARLOS ARIAS
DATE SIGNED:	07/31/2024
Total Attachments: 5	
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NOTICE OF GRANT OF SECURITY INTEREST IN U.S. PATENTS

This NOTICE OF GRANT OF SECURITY INTEREST IN U.S. PATENTS (the “IP Security Agreement”) dated as of July 31, 2024, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors” and individually, each a “Grantor”) in favor of KEYBANK NATIONAL ASSOCIATION, as administrative agent and collateral agent (in such capacities and together with any successors and assigns in such roles, the “Administrative Agent”) for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, Alchemy US Holdco 1, LLC, a Delaware limited liability company, as a U.S. Borrower and Borrower Agent, Alchemy US Intermediate Holdco, LLC, a Delaware limited liability company, Kymera International, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and the Administrative Agent have entered into a ABL Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “ABL Credit Agreement”);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the L/C Issuers from time to time and the entry into documentation relating to Secured Bank Product Obligations by the Secured Bank Product Providers from time to time, each Grantor has executed and delivered that certain U.S. Security Agreement dated as of July 31, 2024 among the Grantors and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office.

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

Section 1. Definitions. Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the ABL Credit Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security. As security for the Full Payment or performance in full, as the case may be, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the “Collateral”):

all patents and patent applications, including the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world (“Patents”);

all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided, that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the Full Payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)).

Section 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this IP Security Agreement with the United States Patent and Trademark Office.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

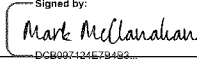
Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.


[Remainder of the page intentionally left in blank.]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**SCM METAL PRODUCTS, INC.
AMERITI MANUFACTURING, LLC**

By:  Signed by:
Name: Mark McClanahan
Title: Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Norman Beznoska
Title: Authorized Officer

Schedule I
PATENTS

Pledgor	Jurisdiction	Application Number	Application Date	Title	Patent Number/ Publ. Number	Issue Date/ Publ. Date	Status
Ameriti Manufacturing, LLC	United States	15/852,211	12/22/2017	DEOXIDATION OF METAL POWDERS	11,077,497	8/3/2021	Issued
Ameriti Manufacturing, LLC	United States	17/374,955	7/13/2021	DEOXIDATION OF METAL POWDERS	US 2021-0339313 A1	11/4/2021	Published
SCM Metal Products, Inc.	United States	17/855,061	06/30/2022	COMPOSITE CORED WIRE CLADDING	US2023097681 AA	3/30/2023	Published

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RECORDED: 07/31/2024