

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIFCO INDUSTRIES, INC.		08/08/2018	Corporation: OHIO
T & W FORGE, LLC		08/08/2018	Limited Liability Company: OHIO
QUALIFY ALUMINUM FORGE, LLC		08/08/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	1300 EAST NINTH STREET		
Internal Address:	13th FLOOR		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2148285		
Registration Number:	0940193	SIFCO	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	313-223-3098		
Email:	nmitchell@dickinsonwright.com		
Correspondent Name:	M. KATHERINE VANDERVEEN		
Address Line 1:	500 WOODWARD AVENUE		
Address Line 2:	SUITE 4000		
Address Line 4:	DETROIT, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	7-7751		
NAME OF SUBMITTER:	M. Katherine VanderVeen		
SIGNATURE:	/M. Katherine VanderVeen/		

OP \$65.00 2148285

DATE SIGNED:	09/12/2018
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Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is entered into as of August 8, 2018 by and among SIFCO Industries, Inc. ("SIFCO"), T & W Forge, LLC ("T & W"), and Qualify Aluminum Forge, LLC ("Quality Aluminum", and together with SIFCO and T & W, the "Grantors", and each, a "Grantor"), and JPMorgan Chase Bank, N.A. (the "Lender").

Recitals

A. The Grantors, the other Loan Parties party thereto, and the Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "All Asset Security Agreement") with the Lender.

C. Pursuant to the terms of the All Asset Security Agreement, each Grantor pledged, assigned and granted to the Lender a security interest in substantially all of the personal property of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the All Asset Security Agreement), Trademarks (as defined in the All Asset Security Agreement), and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the All Asset Security Agreement, the Grantors are required to execute and deliver this Security Agreement to the Lender.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application

referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the All Asset Security Agreement; provided, however, that nothing in this Security Agreement shall expand, limit or otherwise modify the security interests granted pursuant to the All Asset Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the All Asset 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 Security Agreement and the All Asset Security Agreement, the terms of the All Asset Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the All Asset Security Agreement or the Credit Agreement, as applicable.

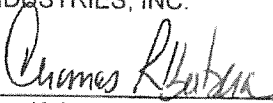
This Security Agreement is shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Ohio.

[Signature page follows]

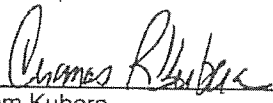
IN WITNESS WHEREOF, the Grantors and the Lender have executed this Security Agreement as of the date first above written.

GRANTORS:

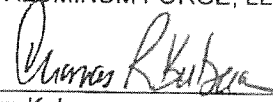
SIFCO INDUSTRIES, INC.

By: 
Name: Tom Kubera
Title: Chief Financial Officer

T & W FORGE, LLC

By: 
Name: Tom Kubera
Title: Treasurer

QUALITY ALUMINUM FORGE, LLC

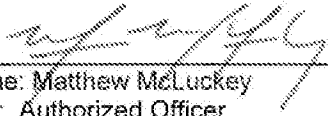
By: 
Name: Tom Kubera
Title: Treasurer

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 006435 FRAME: 0475

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Matthew McLuckey
Title: Authorized Officer

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Trademark	Reg #	Reg Date
SIFCO Industries, Inc.	SIFCO Logo	2148285	3/31/98
SIFCO Industries, Inc.	SIFCO	940193	8/1/72

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

Name of Grantor	Patent Title	Reg #	Reg Date
SIFCO Industries, Inc.	Forming Reactive Element Modified Aluminide Coatings With Low Reactive Element Content Using Vapor Phase Techniques	9,267,198	2/23/16

PATENT APPLICATIONS

None.

PATENT LICENSES

None.

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