

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Combined Metals of Chicago, L.L.C.		11/12/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	20975 Swenson Drive		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0722495	ELGILOY	
Registration Number:	0859953	USAMET	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	4155911000		
Email:	achan@winston.com		
Correspondent Name:	Becky L. Troutman, Esq.		
Address Line 1:	101 California St.		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	001740.00247		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	11/12/2019		
Total Attachments: 7			
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**FIFTH AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS FIFTH AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 12, 2019, by COMBINED METALS OF CHICAGO, L.L.C., an Illinois limited liability company ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as administrative agent for the Lenders (in such capacity, the "Agent").

RECITALS

A. Grantor, Combined Metals of Michigan, L.L.C., an Illinois limited liability company ("CMM", and together with Grantor, collectively, the "Companies", and each, a "Company"), certain lenders from time to time party thereto and the Agent are parties to that certain Fifth Amended and Restated Loan and Security Agreement dated as of March 29, 2019 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Prior Loan Agreement").

B. Pursuant to the Prior Loan Agreement, Grantor entered into that certain Fourth Amended and Restated Patent and Trademark Security Agreement dated as of March 29, 2019 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Agreement"), pursuant to which Grantor granted to the Agent for the benefit of itself and the lenders under the Prior Loan Agreement, a security interest in and to Grantor's patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof.

C. The Companies, certain Subsidiaries of the Company, the Agent and certain lenders (collectively, the "Lenders") are entering into that certain Sixth Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which Loan Agreement amends and restates the Prior Loan Agreement in its entirety.

D. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of itself and the Lenders, this Agreement, which amends and restates the Existing Agreement in its entirety.

E. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed 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 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed 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 annexed 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 annexed 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 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

This Agreement amends and restates the Existing Agreement in its entirety effective as of the date hereof. Nothing herein shall be construed as having the effect of terminating or releasing the liens and security interests granted pursuant to the Existing Agreement. Instead, it

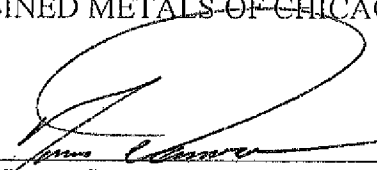
is the express intention of Grantor to reaffirm such grants as valid and enforceable security interests and liens which originally attached to the Trademark Collateral pursuant to the Existing Agreement and are continuing in favor of the Agent under this Agreement. Neither the execution and delivery of this Agreement nor any of the terms hereof shall be deemed to adversely affect any of the liens and security interests in favor of the Agent for the benefit of the Lenders under the Existing Agreement, as amended and restated hereby.

This Agreement shall be governed by the laws of the State of Illinois, without giving effect to the conflict of law principles thereof.

[signature page follows]


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

COMBINED METALS OF CHICAGO,
L.L.C.

By: 
Name: James Darrow
Title: President

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: 

Name: Brian Conole

Title: Senior Vice President

[Signature Page to Fifth A&R Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006794 FRAME: 0712

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Grantor	Trademark	Trademark Serial Number	Trademark Registration Number	Country	Date of Issue
Combined Metals of Chicago, L.L.C.	Elgiloy	72099503	722,495	USA	10/10/61
Combined Metals of Chicago, L.L.C.	USAmet	72286621	859953	USA	11/12/68

* Grantor also may have foreign Trademark Collateral that is not disclosed on this Schedule 1.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.