

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404426

| | | | |
|-----------------------------------|--|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ALCOA USA CORP. | | 11/01/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT | | |
| Street Address: | 4 CHASE METROTECH CENTER | | |
| City: | BROOKLYN | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11245 | | |
| Entity Type: | NATIONAL ASSOCIATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 27 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0231389 | ALCOA | |
| Registration Number: | 0286617 | ALCOA | |
| Registration Number: | 0756313 | | |
| Registration Number: | 1022628 | ALCOA | |
| Registration Number: | 1041181 | ALCOA | |
| Registration Number: | 1056869 | ALCOA | |
| Registration Number: | 1058937 | ALCOA | |
| Registration Number: | 1059797 | A | |
| Registration Number: | 1063503 | A | |
| Registration Number: | 1063504 | ALCOA | |
| Registration Number: | 1299616 | ALCOA | |
| Registration Number: | 1578881 | | |
| Registration Number: | 1767173 | DELTALLOY | |
| Registration Number: | 1976763 | ALCOA | |
| Registration Number: | 2092037 | ULTRALLOY | |
| Registration Number: | 2444379 | ALCOADIRECT | |
| Registration Number: | 2719690 | ALCOA MICROMILL | |
| Registration Number: | 2830841 | ALCOA FASTENING SYSTEMS | |
| Registration Number: | 3136427 | ALCOA-SIE | |

OP \$690.00 0231389

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------|
| Registration Number: | 4462893 | STARPROBE |
| Registration Number: | 4511088 | ALCOA |
| Registration Number: | 4511089 | A |
| Registration Number: | 4801148 | VERSACAST |
| Serial Number: | 86242903 | EZCAST |
| Serial Number: | 86272941 | EVERCAST SERIES |
| Serial Number: | 87029481 | A |
| Serial Number: | 87120730 | ECODURA |

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER: Penelope J.A. Agodoa

SIGNATURE: /pja/

DATE SIGNED: 11/03/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT dated as of November 1, 2016 (this "Agreement"), among Alcoa USA Corp. ("Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Revolving Credit Agreement dated as of September 16, 2016, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Alcoa Upstream Corporation ("Holdings"), Alcoa Nederland Holding B.V., a besloten vennootschap met beperkte aansprakelijkheid incorporated under the laws of the Netherlands (the "Borrower"), the Lenders and Issuers from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Collateral Agreement dated as of November 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the Subsidiaries from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuers to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Grantor are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuers to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.02(a) of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by Grantor or in, to or under those Trademarks listed on Schedule I; and all goodwill associated therewith or symbolized thereby (collectively, the "Trademark Collateral"); provided that any Trademark Collateral (or portions thereof) that is Non-US Collateral shall secure only the Global Secured Obligations.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the

terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

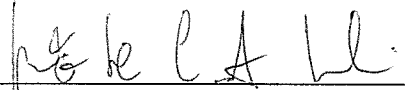
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALCOA USA CORP.

By:



Name: Renato C.A. Bacchi

Title: Vice President and Treasurer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005914 FRAME: 0075

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

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

by



Name: Peter Predun
Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005914 FRAME: 0076

SCHEDULE I

Trademarks/Trade Names Owned by ALCOA USA CORP.

U.S. Trademark Registrations

| TRADEMARK | REGISTRANT ¹ | APPLICATION. NO. | REGISTRATION. NO. |
|-----------|-------------------------|------------------|-------------------|
| Alcoa | Alcoa Inc. | 71/246,584 | 0,231,389 |
| Alcoa | Alcoa Inc. | 71/307,875 | 0,286,617 |
| Symbol | Alcoa Inc. | 72/155,361 | 0,756,313 |
| Alcoa | Alcoa Inc. | 73/046,741 | 1,022,628 |
| Alcoa | Alcoa Inc. | 73/061,080 | 1,041,181 |
| Alcoa | Alcoa Inc. | 73/067,629 | 1,056,869 |
| Alcoa | Alcoa Inc. | 73/063,689 | 1,058,937 |
| Symbol | Alcoa Inc. | 73/064,237 | 1,059,797 |
| Symbol | Alcoa Inc. | 41,396 | 1,063,503 |

¹ Note that those trademarks registered in the name of Alcoa Inc. have been assigned to Alcoa USA Corp.

| TRADEMARK | REGISTRANT ¹ | APPLICATION. NO. | REGISTRATION. NO. |
|----------------------------|-------------------------|---------------------|----------------------|
| Alcoa | Alcoa Inc. | 73/041,397 | 1,063,504 |
| ALCOA | Alcoa Inc. | 73/442,654 | 1,299,616 |
| Symbol | Alcoa Inc. | 73/788,597 | 1,578,881 |
| Deltalloy | Alcoa Inc. | 74/312,517 | 1,767,173 |
| Alcoa | Alcoa Inc. | 74/697,961 | 1,976,763 |
| Ultralloy | Alcoa Inc. | 75/034,142 | 2,092,037 |
| Alcoadirect | Alcoa Inc. | 76/015,445 | 2,444,379 |
| Alcoa Micromill | Alcoa Inc. | 76/051,513 | 2,719,690 |
| Alcoa Fastening Systems | Alcoa Inc. | 78/162,741 | 2,830,841 |

| TRADEMARK | REGISTRANT ¹ | APPLICATION. NO. | REGISTRATION. NO. |
|-----------|-------------------------|------------------|-------------------|
| ALCOA-SIE | Alcoa Inc. | 78/174,029 | 3,136,427 |
| STARPROBE | Alcoa Inc. | 77/827,469 | 4,462,893 |
| Alcoa | Alcoa Inc. | 85/307,020 | 4,511,088 |
| Symbol | Alcoa Inc. | 85/307,224 | 4,511,089 |
| VersaCast | Alcoa Inc. | 86/413,228 | 4,801,148 |

U.S. Trademark Applications

| TRADEMARK | REGISTRANT ² | APPLICATION. NO. | REGISTRATION. NO. |
|-----------------|-------------------------|------------------|-------------------|
| EZCAST | Alcoa Inc. | 86/242,903 | N/A |
| Evercast Series | Alcoa Inc. | 86/272,941 | N/A |
| BUG SYMBOL | Alcoa Inc. | 87/029,481 | N/A |
| ECODURA | Alcoa Inc. | 87/120,730 | N/A |

² Note that those trademark applications registered in the name of Alcoa Inc. have been assigned to Alcoa USA Corp.