

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest (ABL) in Intellectual Property		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCONIC TECHNOLOGIES LLC		08/18/2023	Limited Liability Company: DELAWARE
KAWNEER COMPANY, INC.		08/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Registration Number:	5448789	951	
Registration Number:	6278516	A951	
Registration Number:	3459766	AA	
Registration Number:	6234051	ARCONIC	
Registration Number:	5891606	ARCONIC MICROMILL	
Registration Number:	6895313	ARMX	
Registration Number:	5846367	BTS PRIME	
Registration Number:	6721868	CLEARWALL	
Registration Number:	6666430	COLORWELD	
Registration Number:	5370298	DESIGN LINE	
Registration Number:	6234050		
Registration Number:	2293415	DURAGLOSS	
Registration Number:	4621718	INFRAME	
Registration Number:	5734229	INSULPOUR	
Registration Number:	6876240	ISOPOUR	
Registration Number:	2122159	ISOSTRUT	
Registration Number:	3360239	K	

OP \$1465.00 5448789

Property Type	Number	Word Mark
Registration Number:	3458656	K
Registration Number:	5176883	METROVIEW
Registration Number:	1221409	MIC 6
Registration Number:	6872794	MIC 6
Registration Number:	4392867	OPTIQ
Registration Number:	1849602	PARTNERPAK+
Registration Number:	4676138	PRISMFY
Registration Number:	3267924	QC-10
Registration Number:	0843522	RAINLOCK
Registration Number:	1506804	REYNOBOND
Registration Number:	2039449	REYNOLITE
Registration Number:	3525143	REYNOLUX
Registration Number:	4163497	SOLECTOR
Registration Number:	5643702	TECTUR-AL
Registration Number:	5722652	TECTUR-AL SUREFORM
Registration Number:	6040041	TECTUR-AL SUREFORM
Registration Number:	4176185	VERSOLEIL
Serial Number:	97810613	TRANSLITE
Serial Number:	97876448	CONTROLLER
Registration Number:	2609683	1600 L-R WALL
Registration Number:	1867446	1600 WALL SYSTEM
Registration Number:	2820477	2500 PG WALL
Registration Number:	2126075	ENCORE
Registration Number:	1640217	FLUSHLINE
Registration Number:	3618311	GLASSVENT
Registration Number:	2865682	INLIGHTEN
Registration Number:	2740064	ISOLOCK
Registration Number:	2105195	ISOWEB
Registration Number:	0853497	KAWNEER
Registration Number:	1185564	PANELINE
Registration Number:	3324489	PERMADIZE
Registration Number:	0795871	PERMANODIC
Registration Number:	3016076	PG 123
Registration Number:	2530801	POWERSHADE
Registration Number:	2532342	POWERWALL
Registration Number:	1961055	PROFIT\$MAKER
Registration Number:	2459937	QUICKSEAL
Registration Number:	1502794	TRIFAB

Property Type	Number	Word Mark
Registration Number:	1457157	TUFFLINE
Registration Number:	3776433	UNITWALL
Registration Number:	2309800	VERSAGLAZE

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2096072
NAME OF SUBMITTER:	Leanne Honig
SIGNATURE:	/Leanne Honig/
DATE SIGNED:	08/18/2023

Total Attachments: 8
source=2_ABL- Project Arsenal - Notice of Grant of Security Interest in Trademark (ABL) (EXECUTED)(97205673.1)#page2.tif
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Notice of Grant of Security Interest (ABL) in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (ABL), dated as of August 18, 2023 (this “Notice”), made by ARCONIC TECHNOLOGIES LLC, a Delaware limited liability company and KAWNEER COMPANY, INC., a Delaware corporation (the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (ABL), dated as of August 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among ARSENAL AIC PARENT LLC, a Delaware limited liability company (the “Borrower”), each Subsidiary of the Borrower identified therein and JPMORGAN CHASE BANK, N.A., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in , to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “execute,” “signed,” “signature,” “delivery,” and words of like import in or related to any document to be signed in connection with this Notice and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the delivery or keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

ARCONIC TECHNOLOGIES LLC

By: 
Name: Marcelo Morgueta
Title: Treasurer

{Signature Page to Notice of Grant of Security Interest in Trademarks (ABL)}

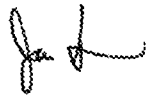
TRADEMARK
REEL: 008172 FRAME: 0790

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

KAWNEER COMPANY, INC.

By: 
Name: Marcelo Morgueta
Title: Treasurer


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



By: 
Name: James Shender
Title: Executive Director

Schedule I
to Notice of Grant of Security Interest (ABL) in Trademarks

Trademarks Owned by Arconic Technologies LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
951	5448789	17-APR-2018
A951	6278516	23-FEB-2021
AA	3459766	01-JUL-2008
ARCONIC	6234051	29-DEC-2020
ARCONIC MICROMILL	5891606	22-OCT-2019
ARMX	6895313	08-NOV-2022
BTS PRIME	5846367	27-AUG-2019
CLEARWALL	6721868	24-MAY-2022
COLORWELD	6666430	08-MAR-2022
DESIGN LINE	5370298	02-JAN-2018
<i>Design Only</i> 	6234050	29-DEC-2020
DURAGLOSS	2293415	16-NOV-1999
INFRAME	4621718	14-OCT-2014
INSULPOUR	5734229	23-APR-2019
ISOPOUR	6876240	18-OCT-2022
ISOSTRUT	2122159	16-DEC-1997
K 	3360239	25-DEC-2007
K	3458656	01-JUL-2008

		
METROVIEW	5176883	04-APR-2017
MIC 6 	1221409	28-DEC-1982
MIC 6	6872794	11-OCT-2022
OPTIQ	4392867	27-AUG-2013
PARTNERPAK+	1849602	09-AUG-1994
PRISMFX	4676138	20-JAN-2015
QC-10	3267924	24-JUL-2007
RAINLOCK	0843522	06-FEB-1968
REYNOBOND	1506804	04-OCT-1988
REYNOLITE	2039449	18-FEB-1997
REYNOLUX	3525143	28-OCT-2008
SOLECTOR	4163497	26-JUN-2012
TECTUR-AL	5643702	01-JAN-2019
TECTUR-AL SUREFORM	5722652	09-APR-2019
TECTUR-AL SUREFORM	6040041	28-APR-2020
VERSOLEIL	4176185	17-JUL-2012

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
TRANSLITE	97810613	24-FEB-2023
CONTROLLER	97/876,448	06-APR-2023

Trademarks Owned by Kawneer Company, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1600 L-R WALL	2609683	20-AUG-2002
1600 WALL SYSTEM	1867446	13-DEC-1994
2500 PG WALL	2820477	02-MAR-2004
ENCORE	2126075	30-DEC-1997
FLUSHLINE	1640217	09-APR-1991
GLASSVENT	3618311	12-MAY-2009
INLIGHTEN	2865682	20-JUL-2004
ISOLOCK	2740064	22-JUL-2003
ISOWEB	2105195	14-OCT-1997
KAWNEER	0853497	30-JUL-1968
PANELINE	1185564	12-JAN-1982
PERMADIZE	3324489	30-OCT-2007
PERMANODIC	0795871	14-SEP-1965
PG 123	3016076	15-NOV-2005
POWERSHADE	2530801	2530801 15-JAN-2002
POWERWALL	2532342	22-JAN-2002
PROFIT\$MAKER	1961055	05-MAR-1996
QUICKSEAL	2459937	12-JUN-2001
TRIFAB	1502794	06-SEP-1988
TUFFLINE	1457157	15-SEP-1987
UNITWALL	3776433	13-APR-2010
VERSAGLAZE	2309800	18-JAN-2000