02-13-2003

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Advanced Glassfiber Yarns LLC

2.7.03

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☑ Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Name: Wachovia Bank, National Association, as Agent
Internal Address: GA-31301
Street Address: 191 Peachtree Street, N.E.
City: Atlanta State: GA Zip: 30303

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☑ Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☑ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☑ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 12-11-02

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See attached schedule.

B. Trademark Registration No.(s)
See attached schedule.

Additional number(s) attached ☐ Yes ☐ No

75837953

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Donna J. Hunter, Paralegal
Internal Address: Paul, Hastings, Janofsky & Walker LLP
Street Address: 600 Peachtree Street, N.E. Suite 2400
City: Atlanta State: GA Zip: 30308-2222

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) $ 40.00
☑ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
16-0752

FINANCE SECTION
FEB 7 PM 7:48

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter
Name of Person Signing

Donna J. Hunter
Signature

Feb. 5, 2003
Date

Total number of pages including cover sheet, attachments, and document: 102

02/12/2003 LMUELLER 00000163 75837953
01 FC:8521 40.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Schedule of
TRADEMARKS

WACHOVIA BANK/ADVANCED GLASSFIBER YARNS LLC

Trademark Applications:

APPLICATION NUMBER	APPLICATION DATE
75/837,953	Not Available

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is entered into as of December 11, 2002 among ADVANCED GLASSFIBER YARNS LLC, a Delaware limited liability company (the "Parent"), AGY CAPITAL CORP., a Delaware corporation ("Advanced Capital"; together with the Parent, hereinafter referred to, collectively, as the "Obligors" and, individually, as an "Obligor") and WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank), in its capacity as agent (in such capacity, the "Agent") for the financial institutions from time to time party to the Credit Agreement described below (the "DIP Lenders").

RECITALS

WHEREAS, pursuant to that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the "Credit Agreement"), among the Parent and Advanced Capital, as Borrowers (in such capacity, the "Borrowers"), the DIP Lenders and the Agent, the DIP Lenders have agreed to make Loans and the Issuing Lender has agreed to issue Letters of Credit upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the obligations of the DIP Lenders to make their respective Loans and the Issuing DIP Lender to issue Letters of Credit under the Credit Agreement that the Obligors shall have executed and delivered this Security Agreement in favor of the Agent for the ratable benefit of the DIP Lenders.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code in effect in the State of North Carolina on the date hereof are used herein as so defined: Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Proceeds, Software and Supporting Obligations.

(b) In addition, the following terms shall have the following meanings:

"Copyright Licenses": any written agreement, naming any Obligor as licensor, granting any right under any Copyright including, without limitation, any thereof referred to in Schedule 1(b) hereof.

"Copyrights": (a) all registered United States copyrights in all Works, now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office including, without limitation, any thereof referred to in Schedule 1(b) hereof, and (b) all renewals thereof including, without limitation, any thereof referred to in Schedule 1(b) hereof.

"Material Copyright Licenses": all Copyright Licenses constituting Material Intellectual Property.

"Material Copyrights": all Copyrights constituting Material Intellectual Property.

"Material Intellectual Property": all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses in which the failure by an Obligor to own or have the legal right to use such Copyright, Copyright License, Patent, Patent License, Trademark or Trademark License could reasonably be expected to have a Material Adverse Effect.

"Material Patent Licenses": all Patent Licenses constituting Material Intellectual Property.

"Material Patents": all Patents constituting Material Intellectual Property.

"Material Trademark Licenses": all Trademark Licenses constituting Material Intellectual Property.

"Material Trademarks": all Trademarks constituting Material Intellectual Property.

"Patent License": all agreements, whether written or oral, providing for the grant by or to an Obligor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule 1(b) hereof.

"Patents": (a) all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to Schedule 1(b) hereof, and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in Schedule 1(b) hereof.

"Secured Obligations": (a) all Obligations and (b) all expenses and charges, legal and otherwise, reasonably incurred by the Agent and/or the DIP Lenders in collecting or enforcing any Obligations or in realizing on or protecting any security therefor, including without limitation the security afforded hereunder.

"Trademark License": means any agreement, written or oral, providing for the grant by or to an Obligor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule 1(b) hereof.

"Trademarks": (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule 1(b) hereof, and (b) all renewals thereof.

"Work": any work which is subject to copyright protection pursuant to Title 17 of the United States Code.

2. Grant of Security Interest in the Collateral. (a) To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations, each Obligor hereby grants to the Agent, for the benefit of the DIP Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Collateral"):

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all Copyrights;

(iv) all Copyright Licenses;

(v) all Deposit Accounts;

(vi) all Documents;

(vii) all Equipment;

(viii) all Fixtures;

(ix) all General Intangibles (including payment intangibles and Software);

(x) all Goods (including Equipment, Fixtures and Inventory);

(xi) all Instruments;

(xii) all Inventory;

(xiii) all Investment Property;

(xiv) all Patents;

(xv) all Patent Licenses;

(xvi) all Trademarks;

(xvii) all Trademark Licenses;

(xviii) all money, cash or cash equivalent of any Obligor;

(xix) all Supporting Obligations and Letter-of-Credit Rights of any Obligor;

(xx) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks, and related data processing software (owned by such Obligor or in which it has an interest) that at any time evidence or contain information relating to any Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(xxi) all commercial tort claims; and

(xxii) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payment not otherwise included in the foregoing and products of any and all of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

The Obligors and the Agent, on behalf of the DIP Lenders, hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Secured Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment of any Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks or Trademark Licenses.

(b) The priority of the Liens or security interests in the Collateral granted to the Agent, on behalf of the DIP Lenders hereunder, shall be set forth in the Interim Order and the Final Order.

3. Representations and Warranties. Each Obligor hereby represents and warrants to the Agent, for the benefit of the DIP Lenders, that:

(a) Chief Executive Office; Books & Records. As of the Closing Date, each Obligor's chief executive office and chief place of business is, and for the prior four months has been, located at the location set forth on Schedule 3(a) hereto, and each Obligor keeps its books and records at such location.

(b) Location of Collateral. As of the Closing Date, the location of all Collateral owned by each Obligor is as shown on Schedule 3(b) hereto.

(c) Ownership; Jurisdiction of Incorporation; Organizational Identification Number. Each Obligor has marketable and legal title to the Collateral and has a right to grant a security interest in, and lien upon, the Collateral in accordance with the terms

hereof. Schedule 3(c) hereto identifies each Obligor's name as of the Closing Date as it appears in the official filings in the state of such Obligor's incorporation or organization, the type of entity of such Obligor (including corporation, partnership, limited partnership or limited liability company), organizational identification number issued by such Obligor's state of incorporation or organization or a statement that no such number has been issued and the jurisdiction in which such Obligor is incorporated or organized. Each Obligor has only one state of incorporation or organization. Except as set forth on Schedule 3(c) hereto, no Obligor has in the four months preceding the date of its becoming a party hereto changed its name, been party to a merger, consolidation or other change in structure, or used any tradename.

(d) Security Interest/Priority. This Security Agreement creates a valid security interest in favor of the Agent, for the benefit of the DIP Lenders, in the Collateral of such Obligor and all filings and other actions necessary or desirable to perfect and protect such security interest has been duly taken or will be taken upon the entry of the Interim Order. Upon the entry of the Interim Order, the Agent shall have a valid super-priority perfected security interest in the Collateral of each Obligor, subject only to the Carve-Out Expenses, up to the Carve-Out Amount, and the Senior Claims.

(e) Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

(f) Accounts. (i) Each Account of the Obligors and the papers and documents relating thereto are genuine and in all material respects what they purport to be, (ii) each Account arises out of (A) a bona fide sale of goods sold and delivered by such Obligor (or is in the process of being delivered) or (B) services rendered or to be rendered by such Obligor to the account debtor named therein and (iii) no Account of an Obligor is evidenced by any Instrument or Chattel Paper unless such Instrument or Chattel Paper has been theretofore endorsed over and delivered to the Agent (at the Agent's request, in the case of Accounts evidenced by Chattel Paper).

(g) Inventory. No Inventory is held by an Obligor pursuant to consignment, sale or return, sale on approval or similar arrangement.

(h) Copyrights, Patents and Trademarks.

(i) Schedule 1(b) hereof includes all Material Copyrights, Material Copyright Licenses, Material Patents, Material Patent Licenses, Material Trademarks and Material Trademark Licenses owned by the Obligors in their own names as of the date hereof.

(ii) Each Material Copyright, Material Patent and Material Trademark of such Obligor is valid, subsisting, unexpired, enforceable and has not been abandoned.

(iii) Except as set forth in Schedule 1(b) hereof, none of such Material Copyrights, Material Patents and Material Trademarks is the subject of any licensing or franchise agreement.

(iv) No holding, decision or judgment has been rendered which would limit, cancel or question the validity of any Material Copyright, Material Patent or Material Trademark.

(v) No action or proceeding is pending seeking to limit, cancel or question the validity of any Material Copyright, Material Patent or Material Trademark, or which, if adversely determined, would have a material adverse effect on the value of any Material Copyright, Material Patent or Material Trademark.

(vi) All applications pertaining to the Material Copyrights, Material Patents and Material Trademarks of each Obligor have been duly and properly filed, and all registrations or letters pertaining to such Material Copyrights, Material Patents and Material Trademarks have been duly and properly filed and issued, and all of such Material Copyrights, Material Patents and Material Trademarks are valid and enforceable.

(vii) No Obligor has made any assignment or agreement in conflict with the security interest in the Copyrights, Patents or Trademarks of each Obligor hereunder except for any such assignment or agreement that would not have a Material Adverse Effect.

Notwithstanding anything to the contrary set forth in this Section 3, it is understood and agreed that each of the representations and warranties made in this Section 3 are and shall be (i) subject to (x) compliance by each Obligor with any applicable provision of the Bankruptcy Code and (y) the entry of the Interim Order and Final Order, and (ii) qualified to the extent (x) noncompliance results from the commencement of the Chapter 11 Case and the actions, proceedings and other matters related thereto, or (y) noncompliance is permitted or compliance is prohibited by the Bankruptcy Code or the Bankruptcy Court.

4. Covenants. Each Obligor covenants that, so long as any of the Secured Obligations remain outstanding or any Credit Document is in effect or any Letter of Credit shall remain outstanding, and until all of the Commitments shall have been terminated, such Obligor shall:

(a) Other Liens. Defend its interest in the Collateral against the claims and demands of all other parties claiming an interest therein, keep the Collateral free from all Liens, except for Permitted Liens, and not sell, exchange, transfer, assign, lease or otherwise dispose of the Collateral or any interest therein, except as permitted under the Credit Agreement.

(b) Preservation of Collateral. Keep the Collateral in good order, condition and repair (excepting ordinary wear and tear) and not use the Collateral in violation of the

provisions of this Security Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance.

(c) Instruments/Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, immediately deliver such Instrument or Chattel Paper to the Agent, duly indorsed in a manner satisfactory to the Agent, to be held as Collateral pursuant to this Security Agreement.

(d) Change in Location. Not, without providing at least 30 days' prior written notice to the Agent and without filing such amendments to any previously filed financing statements as the Agent may reasonably require, (a) change the location of its chief executive office and chief place of business (as well as its books and records) from the locations set forth on Schedule 3(a) hereto, (b) change the location of its Collateral from the locations set forth for such Obligor on Schedule 3(b) hereto, or (c) change its name, be party to a merger, consolidation or other change in structure or use any tradename other than as set forth on Schedule 3(c) attached hereto.

(e) Inspection. Upon reasonable prior written notice, at such reasonable times during normal business hours and as often as may be reasonably desired, allow the Agent, any DIP Lender or their respective representatives free access to and right of inspection of the tangible Collateral.

(f) Perfection of Security Interest. Execute and deliver to the Agent such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Agent may reasonably request) and do all such other things as the Agent may reasonably deem necessary or appropriate (i) to assure to the Agent its security interests hereunder, including (A) such financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as the Agent may from time to time reasonably request in order to perfect and maintain the security interests granted hereunder in accordance with the UCC, (B) with regard to Material Copyrights, a Notice of Grant of Security Interest in Copyrights in the form of Schedule 4(f)(i), (C) with regard to Material Patents, a Notice of Grant of Security Interest in Patents for filing with the United States Patent and Trademark Office in the form of Schedule 4(f)(ii) attached hereto and (D) with regard to Material Trademarks, a Notice of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office in the form of Schedule 4(f)(iii) attached hereto, (ii) to consummate the transactions contemplated hereby and (iii) to otherwise protect and assure the Agent of its rights and interests hereunder. To that end, each Obligor agrees that the Agent may file one or more financing statements disclosing the Agents security interest in any or all of the Collateral of such Obligor without, to the extent permitted by law, such Obligor's signature thereon (and each Obligor hereby authorizes the Agent to file any such financing statements without such Obligor's signature to the extent permitted by law), and further each Obligor also hereby irrevocably makes, constitutes and appoints the Agent, its nominee or any other person

whom the Agent may designate, as such Obligor's attorney-in-fact with full power and for the limited purpose to sign in the name of such Obligor any such financing statements, or amendments and supplements to financing statements, renewal financing statements, notices or any similar documents which in the Agent's reasonable discretion would be necessary, appropriate or convenient in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable so long as the Credit Agreement is in effect or any amounts payable thereunder or under any other Credit Document or any Letter of Credit shall remain outstanding, and until all of the Commitments thereunder shall have terminated. Each Obligor hereby agrees that a carbon, photographic or other reproduction of this Security Agreement or any such financing statement is sufficient for filing as a financing statement by the Agent without notice thereof to such Obligor wherever the Agent may in its sole discretion desire to file the same. In the event for any reason the law of any jurisdiction other than North Carolina becomes or is applicable to the Collateral of any Obligor or any part thereof, or to any of the Secured Obligations, such Obligor agrees to execute and deliver all such instruments and to do all such other things as the Agent in its sole discretion reasonably deems necessary or appropriate to preserve, protect and enforce the security interests of the Agent under the law of such other jurisdiction (and, if an Obligor shall fail to do so promptly upon the request of the Agent, then the Agent may execute any and all such requested documents on behalf of such Obligor pursuant to the power of attorney granted hereinabove). If any Collateral is in the possession or control of an Obligor's agents and the Agent so requests, such Obligor agrees to notify such agents in writing of the Agent's security interest therein and, upon the Agent's request, instruct them to hold all such Collateral for the DIP Lenders' account and subject to the Agent's instructions. Each Obligor agrees to mark its books and records to reflect the security interest of the Agent in the Collateral.

(g) Covenants Relating to Accounts.

(i) Comply with all reporting requirements set forth in the Credit Agreement with respect to Accounts.

(ii) Upon the occurrence of any Event of Default and during the continuation thereof and subject to the Interim Order or the Final Order, as applicable, set aside and hold as trustee for the Agent any merchandise which is returned by a customer or account debtor or otherwise recovered. Unless and until an Event of Default occurs and is continuing, each Obligor may settle and adjust disputes and claims with its customers and account debtors, handle returns and recoveries and grant discounts, credits and allowances in the ordinary course of its business as presently conducted and otherwise for amounts and on terms which such Obligor in good faith considers advisable. However, upon the occurrence of any Event of Default and during the continuation thereof and subject to the Interim Order or the Final Order, as applicable, if so instructed by the Agent, such Obligor shall settle and adjust disputes and claims at no expense to the Agent, but no discount, credit or allowance other than on normal trade terms in the ordinary course of business shall be granted to any customer or account debtor and no

returns of merchandise shall be accepted by such Obligor without the Agent's consent. The Agent may (but shall not be required to), at all times upon the occurrence of any Event of Default and during the continuance thereof, and subject to the Interim Order or the Final Order, as applicable, settle or adjust disputes and claims directly with customers or account debtors for amounts and upon terms which the Agent considers reasonable under the circumstances.

(h) Covenants Relating to Inventory.

(i) Maintain, keep and preserve the Inventory in good salable condition at its own cost and expense.

(ii) Comply with all reporting requirements set forth in the Credit Agreement with respect to Inventory.

(iii) If any of the Inventory is at any time evidenced by a document of title, immediately upon request by the Agent, deliver such document of title to the Agent.

(i) Covenants Relating to Copyrights.

(i) Employ the Copyright for each Work with such notice of copyright as may be required by law to secure copyright protection except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(ii) Not do any act or knowingly omit to do any act whereby any Material Copyright may become invalidated and (A) not do any act, or knowingly omit to do any act, whereby any Material Copyright may become injected into the public domain; (B) notify the Agent immediately if it knows, or has reason to know, that any Copyright may become injected into the public domain or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any court or tribunal in the United States or any other country) regarding an Obligor's ownership of any such Material Copyright or its validity; (C) take all necessary steps as it shall deem appropriate under the circumstances, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of each Material Copyright owned by an Obligor including, without limitation, filing of applications for renewal where necessary; and (D) promptly notify the Agent of any material infringement of any Material Copyright of an Obligor of which it becomes aware and take such actions as it shall reasonably deem appropriate under the circumstances to protect such Material Copyright, including, where appropriate, the bringing of suit for infringement, seeking injunctive relief and seeking to recover any and all damages for such infringement.

(iii) Not make any assignment or agreement in conflict with the security interest in the Copyrights of each Obligor hereunder.

(j) Covenants Relating to Patents and Trademarks.

(i) (A) Continue to use each Material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Material Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Material Trademark, (C) employ such Material Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Agent, for the ratable benefit of the DIP Lenders, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any such Material Trademark may become invalidated.

(ii) Not do any act, or omit to do any act, whereby any Material Patent may become abandoned or dedicated.

(iii) Notify the Agent and the DIP Lenders immediately if it knows, or has reason to know, that any application or registration relating to any Material Patent or Material Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding an Obligor's ownership of any Material Patent or Material Trademark or its right to register the same or to keep and maintain the same.

(iv) Whenever an Obligor, either by itself or through an agent, employee, licensee or designee, shall file an application for the registration of any Material Patent or Material Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, an Obligor shall report such filing to the Agent and the DIP Lenders within 5 Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Agent, an Obligor shall execute and deliver any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's and the DIP Lenders' security interest in any Material Patent or Material Trademark and the goodwill and general intangibles of an Obligor relating thereto or represented thereby.

(v) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Material Patents and Material Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(vi) Promptly notify the Agent and the DIP Lenders after it learns that any Material Patent or Material Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Material Patent or Material Trademark.

(vii) Not make any assignment or agreement in conflict with the security interest in the Patents or Trademarks of each Obligor hereunder.

(k) New Material Patents, Material Copyrights and Material Trademarks. Promptly provide the Agent with (i) a listing of all applications, if any, for new Material Copyrights, Material Patents or Material Trademarks (together with a listing of the issuance of registrations or letters on present applications), which new applications and issued registrations or letters shall be subject to the terms and conditions hereunder, and (ii) (A) with respect to Material Copyrights, a duly executed Notice of Security Interest in Copyrights, (B) with respect to Material Patents, a duly executed Notice of Security Interest in Patents, (C) with respect to Material Trademarks, a duly executed Notice of Security Interest in Trademarks or (D) such other duly executed documents as the Agent may reasonably request in a form acceptable to counsel for the Agent and suitable for recording to evidence the security interest in the Material Copyright, Material Patent or Material Trademark which is the subject of such new application. The Obligors hereby authorize the Agent to modify this Security Agreement unilaterally by amending Schedule 1(b) to reflect the addition of any such Collateral.

(l) Insurance. Have and maintain at all times with respect to the Collateral the same types and amounts of insurance as the Obligors are required to maintain pursuant to the Credit Agreement. All insurance proceeds shall be subject to the Lien of the Agent hereunder; provided that any such insurance proceeds may be retained by the Obligors to the extent permitted under the Credit Agreement or any other Credit Document.

(m) Letter of Credit Rights. Promptly, and in any event within 2 Business Days after becoming a beneficiary of a letter or credit that is not a Supporting Obligation, notify the Agent thereof and enter into a tri-party agreement with the Agent and the issuer and/or confirmation bank (which form of agreement will be provided by the Agent) with respect to Letter-of-Credit Rights assigning such Letter-of-Credit Rights to the Agent, all in form and substance reasonably satisfactory to Agent.

(n) Electronic Chattel Paper. Take all steps necessary to grant the Agent control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(o) Commercial Tort Claims. Promptly, and in any event within 2 Business Days after the same is acquired by it, notify the Agent of any commercial tort claim (as defined in the UCC) acquired by it and unless otherwise consented by Agent, such

Obligor shall enter into a supplement to this Security Agreement, granting to the Agent a Lien in such commercial tort claim.

(p) No Reincorporation; Change of Name or Organizational Identification Number. Not change its name or organizational identification number, reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof without the prior written consent of the Agent or with Bankruptcy Court approval after notice and hearing.

5. Special Provisions Relating to Accounts. Anything herein to the contrary notwithstanding, except as noncompliance is permitted or compliance is prohibited by the Bankruptcy Code or the Bankruptcy Court, each of the Obligors shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. Neither the Agent nor any DIP Lender shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Security Agreement or the receipt by the Agent or any DIP Lender of any payment relating to such Account pursuant hereto, nor shall the Agent or any DIP Lender be obligated in any manner to perform any of the obligations of an Obligor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6. Special Provisions Regarding Inventory.

(a) Notwithstanding anything to the contrary contained in this Security Agreement, each Obligor may, unless and until an Event of Default occurs and is continuing and the Agent instructs such Obligor otherwise, without further consent or approval of the Agent, use, consume, sell, lease and exchange the Inventory in the ordinary course of its business as presently conducted in accordance with the provisions of the Credit Agreement, whereupon, in the case of such a sale or exchange, the security interest created hereby in the Inventory so sold or exchanged (but not in any proceeds arising from such sale or exchange) shall cease immediately without any further action on the part of the Agent.

(b) Upon the DIP Lenders' making any Loan pursuant to the Credit Agreement or the Issuing Bank issuing any Letter of Credit pursuant to the Credit Agreement, each Obligor shall be deemed to have warranted that all warranties of such Obligor set forth in this Security Agreement with respect to its Inventory are true and correct in all material respects with respect to such Inventory, including without limitation that such Inventory is located at a location permitted by Section 3(b) or 4(d) hereof.

7. Advances by DIP Lenders. On failure of any Obligor to perform any of the covenants and agreements contained herein, the Agent may, at its sole option and in its sole

discretion, perform the same and in so doing may expend such sums as the Agent may reasonably deem advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, a payment to obtain a release of a Lien or potential Lien (other than a Permitted Lien), expenditures made in defending against any adverse claim (other than a Permitted Lien) and all other expenditures which the Agent or the DIP Lenders may make for the protection of the security hereof or which may be compelled to make by operation of law. All such sums and amounts so expended shall be repayable by the Obligors on a joint and several basis promptly upon timely notice thereof and demand therefor, shall constitute additional Secured Obligations and shall bear interest from the date said amounts are expended at the Default Rate. No such performance of any covenant or agreement by the Agent or the DIP Lenders on behalf of any Obligor, and no such advance or expenditure therefor, shall relieve the Obligors of any default under the terms of this Security Agreement or the other Credit Documents. The DIP Lenders may make any payment hereby authorized in accordance with any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien, title or claim except to the extent such payment is being contested in good faith by an Obligor in appropriate proceedings and against which adequate reserves are being maintained in accordance with GAAP.

8. Events of Default.

The occurrence of an event which under the Credit Agreement would constitute an Event of Default shall be an Event of Default hereunder (an "Event of Default").

9. Remedies.

(a) General Remedies. Upon the occurrence of an Event of Default and during continuation thereof (unless and until such Event of Default has been waived or cured in accordance with the terms of the Credit Agreement), the DIP Lenders shall have, in addition to the rights and remedies provided herein, in the Credit Documents or by law (including, but not limited to, the rights and remedies set forth in the Uniform Commercial Code of the jurisdiction applicable to the affected Collateral), the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights and remedies are asserted and regardless of whether the UCC applies to the affected Collateral, the Interim Order and the Final Order), and further, the Agent may, with or without judicial process or the aid and assistance of others but subject to the Interim Order or the Final Order as applicable, (i) enter on any premises on which any of the Collateral may be located and, without resistance or interference by the Obligors, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, (iii) require the Obligors to assemble and make available to the Agent at the expense of the Obligors any Collateral at any place and time designated by the Agent which is reasonably convenient to both parties, (iv) remove any Collateral from any such premises for the purpose of effecting sale or other disposition thereof, and/or (v) without demand and without advertisement, notice, hearing or process of law, all of which each of the Obligors hereby waives to the fullest extent permitted by law, at any place and time or times, sell and deliver any or all Collateral held by or for it at public or private sale, by

one or more contracts, in one or more parcels, for cash, upon credit or otherwise, at such prices and upon such terms as the Agent deems advisable, in its sole discretion (subject to any and all mandatory legal requirements). In addition to all other sums due the Agent and the DIP Lenders with respect to the Secured Obligations, the Obligors shall pay the Agent and each of the DIP Lenders all reasonable documented costs and expenses incurred by the Agent or any such DIP Lender, including, but not limited to, reasonable attorneys' fees and court costs, in obtaining or liquidating the Collateral, in enforcing payment of the Secured Obligations, or in the prosecution or defense of any action or proceeding by or against the Agent or the DIP Lenders or the Obligors concerning any matter arising out of or connected with this Security Agreement, any Collateral or the Secured Obligations. To the extent the rights of notice cannot be legally waived hereunder, each Obligor agrees that any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Obligors in accordance with the notice provisions of Section 9.2 of the Credit Agreement at least 10 days before the time of sale or other event giving rise to the requirement of such notice. The Agent and the DIP Lenders shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. To the extent permitted by law, any DIP Lender may be a purchaser at any such sale. To the extent permitted by applicable law, each of the Obligors hereby waives all of its rights of redemption with respect to any such sale. Subject to the provisions of applicable law and the Interim Order or Final Order, as applicable, the Agent and the DIP Lenders may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by law, be made at the time and place to which the sale was postponed, or the Agent and the DIP Lenders may further postpone such sale by announcement made at such time and place.

(b) Remedies relating to Accounts. Upon the occurrence of an Event of Default and during the continuation thereof (unless and until such Event of Default has been waived or cured in accordance with the terms of the Credit Agreement) but subject to the Interim Order or the Final Order, as applicable, whether or not the Agent has exercised any or all of its rights and remedies hereunder, the Agent or its designee may notify any Obligor's customers and account debtors that the Accounts of such Obligor have been assigned to the Agent or of the Agent's security interest therein, and may (either in its own name or in the name of an Obligor or both) demand, collect, receive, take receipt for, sell, sue for, compound, settle, compromise and give acquittance for any and all amounts due or to become due on any Account, and, in the Agent's discretion, file any claim or take any other action or proceeding to protect and realize upon the security interest of the DIP Lenders in the Accounts. Each Obligor acknowledges and agrees that the Proceeds of its Accounts remitted to or on behalf of the Agent in accordance with the provisions hereof shall be solely for the Agent's own convenience and that such Obligor shall not have any right, title or interest in such Accounts or in any such other amounts except as expressly provided herein. Upon the occurrence of an Event of Default and during the continuation thereof (unless and until such Event of Default has been waived or cured in accordance with the terms of the Credit Agreement) but subject to the Interim Order or the Final Order, as applicable, the Agent may apply all or any part of any

Proceeds of Accounts or other Collateral received by it from any source to the payment of the Secured Obligations (whether or not then due and payable). The Agent shall have no obligation to apply or give credit for any item included in proceeds of Accounts or other Collateral until it has received final payment therefor at its offices in cash. However, if the Agent does permit credit to be given for any item prior to receiving final payment therefor and the Agent fails to receive such final payment or an item is charged back to the Agent for any reason, the Agent may at its election in either instance charge the amount of such item back against the Obligors, together with interest thereon at a rate per annum equal to the Default Rate. Each Obligor hereby indemnifies the Agent from and against all liabilities, damages, losses, actions, claims, judgments, costs, expenses, charges and reasonable attorneys' fees (except such as result from the Agent's gross negligence or willful misconduct) suffered or incurred by the Agent because of the maintenance of the foregoing arrangements. The Agent shall have no liability or responsibility to any Obligor for accepting any check, draft or other order for payment of money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement whatsoever or be responsible for determining the correctness of any remittance.

(c) Access. In addition to the rights and remedies hereunder, upon the occurrence of an Event of Default and during the continuance thereof (unless and until such Event of Default has been waived or cured in accordance with the terms of the Credit Agreement) but subject to the Interim Order or the Final Order, as applicable, the Agent shall have the right to take physical possession of any and all of the Collateral and anything found therein, the right for that purpose to enter without legal process and without breach of the peace any premises where the Collateral may be found (provided such entry be done lawfully), and the right to maintain such possession on any Obligor's premises (each Obligor hereby agreeing to lease warehouses and storage facilities to the Agent or its designee if the Agent so requests) or to remove the Collateral or any part thereof to such other places as the Agent may desire. Upon the occurrence of any Event of Default and at any time thereafter, unless and until such Event of Default has been waived by the DIP Lenders or cured to the satisfaction of the DIP Lenders, but subject to the Interim Order or the Final Order, as applicable, each Obligor shall, upon the Agent's demand, assemble the Collateral and make it available to the Agent at a place reasonably designated by the Agent. If the Agent exercises its right to take possession of the Collateral, each Obligor shall also at its expense perform any and all other steps reasonably requested by the Agent to preserve and protect the security interest hereby granted in the Collateral, such as placing and maintaining signs indicating the security interest of the Agent, appointing overseers for the Collateral and maintaining inventory records.

(d) Nonexclusive Nature of Remedies. Failure by the Agent or the DIP Lenders to exercise any right, remedy or option under this Security Agreement, any other Credit Document or as provided by law, or any delay by the Agent or the DIP Lenders in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver hereunder shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated,

which in the case of the Agent or the DIP Lenders shall only be granted as provided herein. To the extent permitted by law, neither the Agent, the DIP Lenders, nor any party acting as attorney for the Agent or the DIP Lenders, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct hereunder. The rights and remedies of the Agent and the DIP Lenders under this Security Agreement shall be cumulative and not exclusive of any other right or remedy which the Agent or the DIP Lenders may have.

(e) Retention of Collateral. The Agent may, after providing the notices required by Section 9-620 of the UCC or otherwise complying with the requirements of applicable law of the relevant jurisdiction, to the extent the Agent is in possession of any of the Collateral, retain the Collateral in satisfaction of the Secured Obligations. Unless and until the Agent shall have provided such notices, however, the Agent shall not be deemed to have retained any Collateral in satisfaction of any Secured Obligations for any reason.

(f) Deficiency. In the event that the proceeds of any sale, collection or realization are insufficient to pay all amounts to which the Agent or the DIP Lenders are legally entitled, the Obligors shall be jointly and severally liable for the deficiency, together with interest thereon at the Default Rate for Revolving Loans, together with the costs of collection and the reasonable fees of any attorneys employed by the Agent to collect such deficiency. Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be returned to the Obligors or to whomsoever a court of competent jurisdiction shall determine to be entitled thereto.

10. Rights of the Agent.

(a) Power of Attorney. In addition to other powers of attorney contained herein, each Obligor hereby designates and appoints the Agent, on behalf of the DIP Lenders, and each of its designees or agents, as attorney-in-fact of such Obligor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuance of an Event of Default (unless and until such Event of Default has been waived or cured in accordance with the terms of the Credit Agreement) but subject to the Interim Order or the Final Order, as applicable:

(i) demand, collect or settle, compromise, adjust, give discharges and releases, all as the Agent may reasonably determine;

(ii) commence and prosecute any actions at any court for the purposes of collecting any Collateral and enforcing any other right in respect thereof;

(iii) defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Agent may deem reasonably appropriate;

(iv) receive, open and dispose of mail addressed to an Obligor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to the Collateral of such Obligor on behalf of and in the name of such Obligor, or securing, or relating to such Collateral;

(v) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though the Agent were the absolute owner thereof for all purposes;

(vi) adjust and settle claims under any insurance policy relating thereto;

(vii) execute, to the extent required by applicable law, and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security agreements, affidavits, notices and other agreements, instruments and documents that the Agent may reasonably determine to be necessary in order to perfect and maintain the security interests and liens granted in this Security Agreement and in order to fully consummate all of the transactions contemplated therein;

(viii) institute any foreclosure proceedings that the Agent may deem appropriate; and

(ix) do and perform all such other acts and things as the Agent may reasonably deem to be necessary, proper or convenient in connection with the Collateral.

This power of attorney is a power coupled with an interest and shall be irrevocable (i) for so long as any of the Secured Obligations remain outstanding or any Credit Document is in effect or any Letter of Credit shall remain outstanding and (ii) until all of the Commitments shall have been terminated. The Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Agent in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Agent solely to protect, preserve and realize upon its security interest in the Collateral.

(b) Performance by the Agent of Obligations. If any Obligor fails to perform any agreement or obligation contained herein, the Agent itself may perform, or cause performance of, such agreement or obligation, and the expenses of the Agent incurred in connection therewith shall be payable by the Obligors on a joint and several basis pursuant to Section 24 hereof.

(c) Assignment by the Agent. Subject to Section 9.6 of the Credit Agreement, the Agent may from time to time assign the Secured Obligations and any portion thereof and/or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of the Agent under this Security Agreement in relation thereto.

(d) The Agent's Duty of Care. Other than the exercise of reasonable care to assure the safe custody of the Collateral while being held by the Agent hereunder, the Agent shall have no duty or liability to preserve rights pertaining thereto, it being understood and agreed that the Obligors shall be responsible for preservation of all rights in the Collateral, and the Agent shall be relieved of all responsibility for the Collateral upon surrendering it or tendering the surrender of it to the Obligors. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Agent accords its own property, which shall be no less than the treatment employed by a reasonable and prudent agent in the industry, it being understood that the Agent shall not have responsibility for taking any necessary steps to preserve rights against any parties with respect to any of the Collateral.

11. Application of Proceeds. Upon the occurrence and during the continuation of an Event of Default and subject to Section 2.7(b)(viii) of the Credit Agreement and, subject to the Interim Order or the Final Order, as applicable, the Proceeds and avails of the Collateral at any time received by the Agent shall, when received by the Agent in cash or its equivalent, be applied as follows: first, to all reasonable costs and expenses of the Agent (including without limitation reasonable attorneys' fees and expenses) incurred in connection with the implementation and/or enforcement of this Security Agreement and/or any of the other Credit Documents; second, to all costs and expenses of the DIP Lenders (including without limitation reasonable attorneys' fees and expenses) incurred in connection with the implementation and/or enforcement of this Security Agreement and/or any of the other Credit Documents; third, to the principal amount of the Secured Obligations; fourth, to such of the Secured Obligations consisting of accrued but unpaid interest and fees; fifth, to all other amounts payable with respect to the Secured Obligations; and sixth, to the Obligors to be used as Cash Collateral, to the extent approved by the Bankruptcy Court in accordance with the Budget or as otherwise consented to by the Pre-Petition Lenders. The Obligors shall remain liable to the Agent and the DIP Lenders for any deficiency.

12. Costs of Counsel. If at any time hereafter, whether upon the occurrence of an Event of Default or not, the Agent employs counsel to prepare or consider amendments, waivers or consents with respect to this Security Agreement, or to take action or make a response in or with respect to any legal or arbitral proceeding relating to this Security Agreement or relating to the Collateral, or to protect the Collateral or exercise any rights or remedies under this Security Agreement or with respect to the Collateral, then the Obligors agree to promptly pay upon demand any and all such reasonable documented costs and expenses incurred by the Agent or the DIP Lenders, all of which costs and expenses shall constitute Secured Obligations hereunder.

13. Continuing Agreement.

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect so long as the Credit Agreement is in effect or any amounts payable thereunder or under any other Credit Document or any Letter of Credit shall remain outstanding, and until all of the Commitments thereunder shall have terminated (other than any obligations with respect to the indemnities and the representations and warranties set forth in the Credit Documents). Upon such payment and termination, this Security Agreement shall be automatically terminated and the DIP Lenders shall, upon the request and at the expense of the Obligors, forthwith release all of its liens and security interests hereunder and shall execute and deliver all UCC termination statements and/or other documents reasonably requested by the Obligors evidencing such termination. Notwithstanding the foregoing all releases and indemnities provided hereunder shall survive termination of this Security Agreement.

(b) This Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Agent or any DIP Lender as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Agent or any DIP Lender in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations.

14. Amendments; Waivers; Modifications. This Security Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or terminated except as set forth in Section 9.1 of the Credit Agreement.

15. Successors in Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon each Obligor, its successors and assigns, which shall include without limitation, a receiver or trustee of such Obligor, and shall inure, together with the rights and remedies of the Agent and the DIP Lenders hereunder, to the benefit of the Agent and the DIP Lenders and their successors and permitted assigns; provided, however, that none of the Obligors may assign its rights or delegate its duties hereunder without the prior written consent of the Agent. To the fullest extent permitted by law, each Obligor hereby releases the Agent and each DIP Lender, and its successors and permitted assigns, from any liability for any act or omission relating to this Security Agreement or the Collateral, except for any liability arising from the gross negligence or willful misconduct of the Agent, or such DIP Lender, or its officers, employees or agents.

16. Notices. All notices required or permitted to be given under this Security Agreement shall be in conformance with Section 9.2 of the Credit Agreement.

17. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

18. Headings. The headings of the sections and subsections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

19. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial; Venue. THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NORTH CAROLINA. THE PROVISIONS OF THE CREDIT AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL, VENUE AND ARBITRATION ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

20. Severability. If any provision of this Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

21. Entirety. This Security Agreement and the other Credit Documents represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any commitment letters or correspondence relating to the Credit Documents or the transactions contemplated herein and therein.

22. Survival. All representations and warranties of the Obligors hereunder shall survive the execution and delivery of this Security Agreement and the other Credit Documents, the delivery of the Notes and the making of the Loans and the issuance of the Letters of Credit under the Credit Agreement.

23. Other Security. To the extent that any of the Secured Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real property and securities owned by an Obligor), or by a guarantee, endorsement or property of any other Person, then the Agent and the DIP Lenders shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence and during the continuance of any Event of Default (unless waived or cured in accordance with the Credit Agreement) but subject to the Interim Order or the Final Order, as applicable, and the Agent and the DIP Lenders have the right, in their sole discretion, to determine which rights, security, liens, security interests or remedies the Agent and the DIP Lenders shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or any of the Agent's and the DIP Lenders' rights or the Secured Obligations under this Security Agreement, under any other of the Credit Documents.

24. Joint and Several Obligations of Obligors.

(a) Each of the Obligors is accepting joint and several liability hereunder in consideration of the financial accommodation to be provided by the DIP Lenders under the Credit Agreement, for the mutual benefit, directly and indirectly, of each of the Obligors and in consideration of the undertakings of each of the Obligors to accept joint and several liability for the obligations of each of them.

(b) Each of the Obligors jointly and severally hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Obligors with respect to the payment and performance of all of the Secured Obligations arising under this Security Agreement or the other Credit Documents, it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each of the Obligors without preferences or distinction among them.

25. Rights of Required DIP Lenders. All rights of the Agent hereunder, if not exercised by the Agent, may be exercised by the Required DIP Lenders.

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Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

OBLIGORS:

ADVANCED GLASSFIBER YARNS LLC
a Delaware limited liability company, as debtor and as debtor-in-possession

By:_____

Name: Marc L. Pfefferle

Title: Chief Restructuring Officer

AGY CAPITAL CORP., a Delaware corporation, as debtor and as debtor-in-possession

By:_____

Name: Marc L. Pfefferle

Title: Chief Restructuring Officer

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank), as Agent

By:_____

Name: Reginald T. Dawson

Title: Director

Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

OBLIGORS:

ADVANCED GLASSFIBER YARNS LLC
a Delaware limited liability company, as debtor and as debtor-in-possession

By:_____

Name: Marc L. Pfefferle

Title: Chief Restructuring Officer

AGY CAPITAL CORP., a Delaware corporation, as debtor and as debtor-in-possession

By:_____

Name: Marc L. Pfefferle

Title: Chief Restructuring Officer

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank), as Agent

By:_____

Name: Reginald T. Dawson

Title: Director

Schedule 1(b)

INTELLECTUAL PROPERTY

See attached.

Assigned Patent Rights

Country / OC Subcase	App No / Patent No	App Date / Patent Date	OfficialTitle (if available)
OC Case No			*OC Title*
17002			*DIRECT WEAVERS SIZING FOR FILTRATION FABRIC*
US	06/200,675	10/27/80	Polytetrafluoroethylene fluorocarbon resin dispersion-containing coating composition for glass fibers, glass fibers, and glass fiber fabric coated therewith
C	4,347,278	8/31/82	
17101			*STAPLE FIBER - FORMING STAPLE FIBER AND THEN PASSING THE STAPLE FIBER THROUGH A PULL ROLL SYSTEM AND COLLECTING THE*
US	06/025,156	3/29/79	Apparatus for producing a yarn
A	4,237,685	12/9/80	
18685			*HIGH TEMPERATURE SIZE - TREATING S-GLASS WITH TETRAETHYL-ORTHO SILICATE, CHROMIUM CHLORIDE HEXAHYDRATE*
US	06/293,025	8/14/81	Treatment of glass for high temperature resistance
A	4,367,248	1/4/83	
19254			*MULTITEX YARNS - AFTER- TREATMENT APPLICATOR WITH INTERCHANGEABLE ORIFICES FOR VARIOUS YIELD PROVIDES*
US	06/307,559	10/1/81	Apparatus for treating texturized strands and yarns
A	4,502,409	3/5/85	
19859			*GLASS FIBER SIZE - AN AQUEOUS SIZE SYSTEM USING DUAL SILANES AND AN EPOXY RESIN GIVES S-2 GLASS COMPATABILITY WITH*
US	77062	7/23/87	High-strength magnesium aluminosilicate glass fibers having size coating of epoxy resin with methacryloxyalkyl and aminoalkyl silanes
	4,855,341	8/8/89	
19888			*CATALYTIC OXIDE COATINGS - OXIDE COATINGS WITH CATALYTIC ACTIVITY ARE FORMED ON SUBSTRATES CONTAINING SURFACE*
US	06/796,137	11/8/85	Method for applying porous, metal oxide coatings to relatively nonporous fibrous substrates
A	4,732,879	3/22/88	
20085			*LEVEL CONTROL - FEEDBACK FROM LOAD CELLS AND INFRARED ARE UTILIZED TO CONTROL POWER AND BATCH FEED TO PARAMELTER TYPE*
US	06/742,819	6/10/85	Method and apparatus for melting glass
B	4,615,720	10/7/86	
20510			*GLASS COMPOSITION - A GLASS COMPOSITION THAT CAN BE FIBERIZED TO PRODUCE A CLOTH TO REINFORCE ELECTRICAL BOARDS*
US	06/573,910	1/6/84	Glass compositions having low expansion and dielectric constants
A	4,582,748	4/15/86	

Assigned Patent Rights

OC Case No / OC Title	Country / OC Subcase	App No / Patent No	App Date / Patent Date	Official Title (if available)
20523	*GLASS FIBER SIZE - A FORMING SIZE FOR CARDABLE GLASS FIBERS IS BASED ON POLYVINYL ALCOHOL STEARATES AND A PHOSPHATE*			
	US	06/619,235	6/11/84	Size compositions for glass fibers
	A	4,584,110	4/22/86	
20564	*GLASS CERAMIC FIBER - COMBINATION OF A TiO2 PRODUCING SIZE AND S-2 GLASS FIBER ALLOW DEVITRIFICATION OF*			
	US	06/517,106	7/25/83	Preparation of glass-ceramic fibers
	A	4,492,722	1/8/85	
21551	*BUSHING CONTROL - CLOSED LOOP TEMPERATURE/BALANCE CONTROL IS PROVIDED BY RESISTANCE MONITORING THEREBY REDUCING*			
	US	06/839,676	3/14/86	Bushing balance controller and method for using same
	A	4,657,572	4/14/87	
	EP	87900948.8	1/14/87	
	A	0259364	3/27/91	
	BE	87900948.8	1/14/87	
	A	0259364	3/27/91	
	DE	P3768882.0-08	1/14/87	
	A	0259364	3/27/91	
	FR	87900948.8	1/14/87	
	A	0259364	3/27/91	
	GB	87900948.8	1/14/87	
	A	0259364	3/27/91	
22218	*GLASS CLOTH - ABRASION RESISTANCE OF GLASS CLOTH IS IMPROVED BY DEPOSITING A SOL- GEL COATING ON THE GLASS*			
	US	07/324,528	3/16/89	Method for forming abrasion resistant coating on fibrous glass substrate
	A	4,970,097	11/13/90	
22230	*POLYESTER PREPREG - A ROOM TEMPERATURE STABLE, LOW PRESSURE MOLDABLE POLYESTER PREPREG CAN BE MOLDED INTO . . .*			
	CA	567,233	5/19/88	
		1,321,438	8/17/93	
	EP	88908428	4/28/88	
		329769	3/24/93	

Assigned Patent Rights

Country / OC Subcase	App No / Patent No	App Date / Patent Date	Official Title (if available)
OC Case No			*OC Title*
JP	63-507793	4/28/88	
	2083198	8/23/96	
NL	88	12/30/88	
	189	12/18/92	
US	07/088,637	8/24/87	Process for forming thick ballistic resistant materials
A	4,822,439	4/18/89	
AU	24865/88	4/28/88	
A	596778	4/28/88	
BE	88908428.1	4/28/88	
A	329,769	3/24/93	
DE	88908428.1	4/28/88	
A	P3879673.2	3/24/93	
ES	8803764	12/12/88	
A	8803764	12/12/88	
FR	88908428.1	4/28/88	
A	329,769	3/24/93	
GB	88908428	4/24/88	
A	329,769	3/24/93	
IL	86286	5/5/88	
A	86286	5/5/88	
IT	88908428	4/28/88	
A	329,769	3/24/93	
KR	89-700698	4/28/88	
A	50,729	4/10/92	
TW	77103411	5/24/88	
A	NI-039087	9/5/90	
ZA	88/3766	5/26/88	
A	88/3766	2/22/89	
US	07/269,842	8/24/87	Process for forming thick ballistic resistant materials
B	4,929,651	5/29/90	
22646	*BUSHING BALANCE - BALANCED THROUGHPUT OF A MULTISECTION BUSHING IS MAINTAINED BY CURRENT INJECTION*		
US	07/070,745	7/6/87	Bushing balance controller and method of using same
A	4,780,120	10/25/88	

Assigned Patent Rights

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
CA	567,235	5/19/88	
A	1,289,646	9/24/91	
EP	88904837.7	5/6/88	
A	0323486	6/24/92	
AU	17987/88	5/6/88	
A	593504	5/6/88	
BE	88904837.7	5/6/88	
A	0323486	6/24/92	
CN	88104146.7	7/5/88	
A	22211	5/6/93	
DE	88904837.7	5/6/88	
A	3872369.7	6/24/92	
FI	890865	5/6/88	
A	96454	6/25/96	
FR	88904837.7	5/6/88	
A	0323486	6/24/92	
GB	88904837.7	5/6/88	
A	0323486	6/24/92	
JP	504564/1988	5/6/88	
A	2122851	12/20/96	
KR	89-700395	5/6/88	
A	127147	10/20/97	
NL	88904837.7	5/6/88	
A	0323486	6/24/92	
SE	88904837.7	5/6/88	
A	0323486	6/24/92	
22964	*FORMING TUBE FOR TWIST FRAMES*		
US	07/112,197	10/26/87	Adaptor for twist frame forming tube
A	4,842,214	6/27/89	
22987	*FIBER FORMING ENVIRONMENT*		
US	07/292,592	12/30/88	Method and apparatus for the environmental control of fiber forming environment
B	4,853,017	8/1/89	

Assigned Patent Rights

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (If available)
23032	*BALLISTIC LAMINATE - POLYESTER SYSTEM*		
US	07/305,143	2/2/89	Process for forming flat plate ballistic resistant materials
A	5,006,293	4/9/91	
EP	90904140.2	1/5/90	
A	0408741	12/7/94	
DE	90904140.2	1/5/90	
A	69014742.2	12/7/94	
FR	90904140.2	1/5/90	
A	0408741	12/7/94	
GB	90904140.2	1/5/90	
A	0408741	12/7/94	
IL	93071	1/16/90	
A	93071	6/16/93	
JP	2-504308	1/5/90	
A	1,851,089	6/21/94	
KR	90-702197	1/5/90	
A			
TW	79100347	1/17/90	
A	NI-047247	9/7/91	
23229	*STRUCTURAL BALLISTIC MATERIALS - PHENOLIC AND S-2 GLASS PREPREG MADE SUITABLE FOR AUTOCLAVE AND VACUUM BAG*		
US	07/813,616	12/26/91	Ballistic material
A	5,215,813	6/1/93	
EP	93900877.7	12/10/92	
A			
BE	93900877.7	12/10/92	
A			
DE	93900877.7	12/10/92	
A			
DK	93900877.7	12/10/92	
A			
ES	93900877.7	12/10/92	
A			

Assigned Patent Rights

Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
OC Case No			*OC Title*
FR A	93900877.7	12/10/92	
GB A	93900877.7	12/10/92	
IT A	93900877.7	12/10/92	
JP A	5-511675	12/10/92	
KR A	702462/93	12/10/92	
NL A	93900877.7	12/10/92	
SE A	93900877.7	12/10/92	
ZA A	92/9724 92/9724	12/15/92 8/25/93	
US C	08/302,297	9/8/94	
23461			*BUSHING CONTROL - CURRENT INJECTION AND DIVERSION COMBINATION POWER SYSTEM*
EP A	95938141.9	10/12/95	
AU A	38884/95 685011	10/12/95 2/5/98	
DE A	95938141.9	10/12/95	
ES A	95938141.9	10/12/95	
FR A	95938141.9	10/12/95	
GB A	95938141.9	10/12/95	
IT A	95938141.9	10/12/95	

Assigned Patent Rights

Country / OC Subcase	App No / Patent No	App Date / Patent Date	Official Title (if available)
OC Case No			*OC Title*
JP A	08-513273	10/12/95	
KR A	702377/1997	10/12/95	
MX A	97/02645	10/12/95	
NL A	95938141.9	10/12/95	
TW A	84110732	10/12/95	
US B	08/734,421	10/16/96	
US C	09/009,478	1/20/98	
23730			*SOL GEL COATING TO ALTER THE DIELECTRIC CONSTANT OF GLASS FIBER REINFORCEMENT USED IN CIRCUIT BOARD*
US			
24055			*ZERO TWIST YARN (P891) HAVING PERIODIC FLAT SPOTS*
US A	08/683,005 5,731,084	7/16/96 3/24/98	Zero twist yarn having periodic flat spots
CA A	US97/11859	7/7/97	
EP A	US97/11859	7/7/97	
AU A	US97/11859	7/7/97	
BE A	US97/11859	7/7/97	
BR A	US97/11859	7/7/97	
CH A	US97/11859	7/7/97	

Assigned Patent Rights

OC Case No — OC Title

Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
CN A	US97/11859	7/7/97	
DE A	US97/11859	7/7/97	
DK A	US97/11859	7/7/97	
ES A	US97/11859	7/7/97	
FI A	US97/11859	7/7/97	
FR A	US97/11859	7/7/97	
GB A	US97/11859	7/7/97	
GR A	US97/11859	7/7/97	
IE A	US97/11859	7/7/97	
IT A	US97/11859	7/7/97	
JP A	US97/11859	7/7/97	
KR A	US97/11859	7/7/97	
LU A	US97/11859	7/7/97	
MX A	US97/11859	7/7/97	
NL A	US97/11859	7/7/97	
PT A	US97/11859	7/7/97	
SE A	US97/11859	7/7/97	

Assigned Patent Rights

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
TW	86109971	7/15/97	
A			
WO	US97/11859	7/7/97	
A	WO98/02374		
AT	US97/11859	7/7/97	
A			
24056	*METHOD OF CONTROLLING FLAT SPOTS OF P891 YARN*		
US	08/683,015	7/16/96	
A			
24057	*METHOD OF WEAVING A YARN HAVING PERIODIC FLAT SPOTS ON AN AIR JET LOOM (P891)*		
US	08/683,017	7/16/96	
A			
24058	*WOVEN FABRIC MADE WITH A STRAND HAVING PERIODIC FLAT SPOTS (P891 YARN)*		
US	08/683,073	7/16/96	Woven fabric made with a yarn having periodic flat spots
A	5,690,150	11/25/97	
24059	*SELF-SUPPORTING YARN PACKAGE (P891 SHIPPABLE FORMING PACKAGE)*		
US	08/683,016	7/16/96	
A	5,806,775	9/15/98	
24074	*TEMPERATURE ADJUSTMENT OF INDIVIDUAL BUSHING ZONES BY INJECTION OF HEATING CURRENT ACROSS BUSHING ZONE*		
US	unfiled		
24075	*CROSS-BUSHING CURRENT INJECTION*		
US	unfiled		
24080	*CONTINUOUS IN-LINE PROCESS AND APPARATUS FOR THE PRODUCTION OF HIGH TEMPERATURE GLASS FIBERS AND ROVINGS*		
US	08/736,903	10/25/96	
A			

Assigned Patent Rights

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
24122			*HIGH-STRENGTH COATED FIBERS FOR CERAMIC APPLICATIONS*
US A	08/856,880	5/15/97	
CA A	US98/09649	5/12/98	
EP A	US98/09649	5/12/98	
AU A	US98/09649	5/12/98	
BR A	US98/09649	5/12/98	
CN A	US98/09649	5/12/98	
DE A	US98/09649	5/12/98	
FR A	US98/09649	5/12/98	
GB A	US98/09649	5/12/98	
JP A	US98/09649	5/12/98	
KR A	US98/09649	5/12/98	
MX A	US98/09649	5/12/98	
TW A	US98/09649	5/12/98	
WO A	US98/09649	5/12/98	
24123			*SYSTEM FOR GAUGING NUMBER OF FILAMENTS IN A STRAND*
US	unfiled		

Assigned Patent Rights

OC Case No		OC Title
Country OC Subcase	App No Patent No	App Date Patent Date OfficialTitle (if available)
24151		*CONTINUOUS IN-LINE PROCESS AND APPARATUS FOR THE PRODUCTION OF HIGH TEMPERATURE GLASS FIBERS AND ROVINGS*
US A	08/815,379	3/11/97
CA A		10/23/97
EP A		10/23/97
AP A		10/23/97
AU A		10/23/97
BE A		10/23/97
BR A		10/23/97
CH A		10/23/97
CN A		10/23/97
DE A		10/23/97
EA A		10/23/97
ES A		10/23/97
FR A		10/23/97
GB A		10/23/97
IT A		10/23/97
JP A		10/23/97

Assigned Patent Rights

OC Case No			*OC Title*
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
KR A		10/23/97	
MX A		10/23/97	
NL A		10/23/97	
NO A		10/23/97	
NZ A		10/23/97	
OA A		10/23/97	
PL A		10/23/97	
RU A		10/23/97	
WO A	US97/19208	10/23/97	
24346			*HIGH STRENGTH GLASS STRAND AND ITS STARCH SIZING*
US A	60/055,807	8/15/97	GLASS FIBER SIZING COMPOSITION
CA A		8/14/98	
EP A		8/14/98	
BE A		8/14/98	
CN A		8/14/98	
DE A		8/14/98	
FR A		8/14/98	

Assigned Patent Rights

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
GB A		8/14/98	
JP A		8/14/98	
KR A		8/14/98	
WO A		8/14/98	
US B		8/14/98	
24443			*A SIZING FOR TEXTILE YARN GLASS FIBERS WHICH USES A STARCH WHICH HAS BEEN CROSSLINKED*
24449			*MULTIPLE AND SEPARATELY WRAPPED ELECTRO-MAGNETIC YARN TENSIONING DEVICE*
US	unfiled		
24463			*MULTIPLE AND SEPARATELY WRAPPED ELECTRO-MAGNETIC YARN TENSIONING DEVICE*
US	unfiled		

SCHEDULE B - ASSIGNED KNOW HOW

Technology Area	Items	Comments	Description
Glass Chemistry	200E	Marble chemistry	TBD
	1474	Alken multiple formulations	TBD
	All OC S glass formulations	(S-2, ZenTron); 3884 (Hollex)	TBD
	E1474E	Low F2, Low Fe203 (0.18%)	
	Marble making technology	Marble plunger & bowl, marble machines, conveyors, lehrs, marble barrels and plastic tubs, etc. (excluding melter)	
	Forehearth designs relevant to the business	All drawings of past, current, and under development designs, including associated hardware, as specified below	TEM-2354
			TEM-2305-2
			TEM-2305-2
			TEM-2305-2
			TEB-2074-TR1 (Linear design TEB-2073-TR1)
			TEB-2074-TR1 (Linear Design R10-2073-TR10)
			MAD-121-D-FLG-R30681
	Parameters		
	Furnace designs	Past and current Alken furnaces, and design developed pursuant to Section 6.6 of Patent and Know How License	
	Alken Large Melter	Results of development work to date for 12x38 furnace	
	Furnace models	Data for Alken furnace	
	Furnace models	Physical model	TBD
	Current injection	Yardage control	TBD
Bushings	Forehearths level control	Past, current, Incl. 62A, 72A, 92A	
Controls & Electronics	Parameters level control		TBD
	Bushing heat/cool power packs	Yardage control	
	Twist frame control technology	CST6/7 based software, control and reaction technology - electric builder	SCN #CS-AI-0066-001
	Beamer control	CST 6 based software, control and reaction technology	50D-906-0500-4006
	Beam mapping	HP9000 software source code/design	60D-906-0500-2243
			50D-906-0500-2244
			50D-906-0500-2245
			50D-906-0500-4001
			50D-906-0500-4002
			50D-906-0500-4003
			50D-906-0500-4005
			60D-906-0500-4006
			50D-906-0500-4007
			50D-906-0500-4009
			50D-906-0500-4010
			50D-906-0500-4011
			50D-906-0500-4014
			50D-906-0500-4015
			50D-906-0500-4008
			50B-906-0500-1748
			50B-906-0500-1749
			50B-906-0500-1750
			50B-906-0500-2831
			50B-906-0500-3447
			50C-906-0500-3422

Technology Area	Items	Comments	Description
			50C-906-0500-1751
			50C-906-0500-3040
	Loom data acquisition	Hardware & software, source code	TBD
	Microwave metal detector design	Hardware	TBD
	AEBM	Resistance based bushing control for yardage control	TBD
Size Mixing & Application	Alken applicator design and mold	FRP style	MAF-123-D-AAP-R13145
	Huntingdon applicator design	SS style	MAD-123-D-AAP-R46615
	Huntingdon graphite roll	S-2 reinforcements	MAD-123-D-AAP-R46611
	Solartron based	Solids process monitoring and control	TBD
Size Chemistry	Individual formulations for starch based yarn sizes	Mix sheets, raw material specifications, etc. for all past, current, and under development yarn sizings	TBD
	Individual formulations used for S-2 products but not used for any other reinforcements	Mix sheets, raw material specifications, etc. for all past, current, and under development yarn sizings	
	Individual formulations for direct yarn sizes used to make Business Products but not used to make Seller Products	Mix sheets, raw material specifications, etc. for all past, current, and under development yarn sizings	
Process	P610	Yarn drying by "hot fingers"	TBD
	P623	Non-round fibers	TBD
	P636	Conductive roving super overwrap	TBD
	P675	6/G75 process	TBD
	P677	Twist frame coating process	TBD
	P769	Split strand	TBD
	Air Management		TBD
	Vacuum treatment process	New to Alken (set yarn)	TBD
	Indexing gathering shoes		TBD
	Process alignment hardware	Business Products	TBD
Winders	514	Alken, South Hill	MAD-135-D-514-R01604
	Receding builders	currently used on some 514s	MAD-135-D-514-R23293
	502	Alken - all varieties (auto, modified)	MAD-135-D-502-R01621
	511	Alken	MAF-135-D-511FY-R10164
	614	6" fine yarn, single collet	MAD-135-D-614-R31647
	615	6" fine yarn, single collet	MAD-135-D-615FY-R46137
	616	6" fine yarn, dual collet	MAD-135-D-614-R31647
	G70	Beta	MAD-135-D-G70-R26323
	AO74	S-2	MAD-135-D-A74-Z00156
	Wound Products winders		TBD
Specialized Product Platforms	Conductive Roving	Winding and DAG formulations	MDD-165-D-CRI-Z02046
			MDD-165-D-CRI-Z02044
			MDD-165-D-CRI-Z02043
			MDD-165-D-CRI-Z02045
			MDD-155-D-CRI-Z02056
			MDD-155-D-CRI-Z02054
			MDD-155-D-CRI-Z02053
			MDD-155-D-CRI-Z02052
			MDD-155-D-CRI-Z02055
			10D-08-A352-100
			10D-08-A352-101
	MET	Multi end texturizing	TBD
	401	Single end texturizing	49L-906-0300-2945
	Wound Products	Winding technology, glass/polyester combination process	TBD
	VCY	Vinyl coated yarn	MPD-123-F-015-Z01108

Technology Area	Items	Comments	Description
			EGF-175-H-015-Z01086
			50D-906-0500-2148
			48B-906-0300-2449
	Hollex	Bushing designs, development and production of S-2 hollow fiber	TBD
Yarn Fabrication Processes	Beaming		TBD
	Carding		TBD
	Cabling		TBD
	Twisting, plying		TBD
Other	ZenTron packaging	Packages on paper tubes, 36" x 54" pallet, 3 layers, 24 packages (4 x 6), tubeless packages in 3 layers Tack Wrap, 4 x 6 packages on 36" x 45" tray, 4 trays on pallet	MAD-135-D-GEN-R55660 (to be listed)
			Tube stores codes 12A7102, 12A7110
			PAS PD15118
	ZTY packaging	Packages on paper tubes, palletized, 3 layers	MAD-135-D-GEN-R55660 (to be listed)
	Returnable Plastic Packaging Unit	All molds residing at vendor, all technology for Business Products	TBD
	Bobbins	All molds residing at vendor, all technology for past, current, and experimental bobbins for Business Products	TBD
	Serving spools	used for Wound Products, same as bobbins	TBD
End Use Technology		Mimic tests for all end use customers (includes equipment specs, procedures, capabilities):	
	Broken Filament testing (weaving, TR260, ATBR, and Meiners Del)		TBD
	Shedding (TR260)		TBD
	Short Term Yardage (Uster/Kelsockki)		TBD
	Short Term LOI (hurstalyzer)		TBD
	Lot Glass warping, weaving, and testing		TBD
	Caramelization		TBD
	Heat Cleaning		TBD
	Weaving Performance (flight time acquisition, runnability, weaving defects)		TBD
	Software for barre/puckering analysis		TBD

Federal and Foreign Trademark Applications and Registrations

Mark	Country	Reg. No./Ser. No./ Reg. Date/Filing Date	Owner	Status
401	Benelux	304,944 October 7, 1971	Owens-Corning Fiberglas Corporation	Registered
401	France	1341521 February 5, 1986	Owens-Corning Fiberglas Corporation	Registered
401	U.S.	865,421 February 25, 1969	Owens-Corning Fiberglas Technology Inc.	Registered
BETA	Argentina	1.618.793 April 11, 1986	Owens-Corning Fiberglas Corporation	Registered
BETA	Australia	A182,606 September 2, 1963	Owens-Corning Fiberglas Corporation	Registered
BETA	Australia	A182,607 September 2, 1963	Owens-Corning Fiberglas Corporation	Registered
BETA	Austria	51,722 January 15, 1964	Owens-Corning Fiberglas Corporation	Registered
BETA	Benelux	048,639 August 17, 1971	Owens-Corning Fiberglas Corporation	Registered
BETA	Brazil	003885267 January 6, 1979	Owens-Corning Fiberglas Corporation	Registered

EXHIBIT I

Mark	Country	Reg. No./Ser. No. Reg. Date/Filing Date	Owner	Status
BETA	Canada	142,166 October 8, 1965	Owens Corning	Registered
BETA	China	266976 October 30, 1986	Owens-Corning Fiberglas Corporation	Registered
BETA	Denmark	2256/64 June 27, 1964	Owens-Corning Fiberglas Corporation	Registered
BETA	Fed. Republic of Germany	821 630/23 July 24, 1963	Owens Corning	Registered
BETA	Finland	45,747 January 5, 1966	Owens-Corning Fiberglas Corporation	Registered
BETA	France	1.479.378 July 22, 1988	Owens-Corning Fiberglas Corporation	Registered
BETA	Greece	30,619 October 17, 1964	Owens-Corning Fiberglas Corporation	Registered
BETA	India	216,826 July 29, 1991	Owens-Corning Fiberglas Corporation	Registered
BETA	India	217,096 August 13, 1963	Owens-Corning Fiberglas Corporation	Registered

Mark	Country	Reg. No./Ser. No./ Reg. Date/Filing Date	Owner	Status
BETA	Israel	22,395 August 26, 1963	Owens-Corning Fiberglas Corporation	Registered
BETA	Italy	575509 November 14, 1989	Owens-Corning Fiberglas Corporation	Registered
BETA	Japan	3335509 July 25, 1997	Owens-Corning Fiberglas Corporation	Registered
BETA	New Zealand	76,470 August 4, 1964	Owens-Corning Fiberglas Corporation	Registered
BETA	New Zealand	76,471 August 4, 1964	Owens-Corning Fiberglas Corporation	Registered
BETA	Switzerland	327,079 January 13, 1984	Owens-Corning Fiberglas Corporation	Registered
BETA	United Kingdom	853,281 August 23, 1963	Owens-Corning Fiberglas Corporation	Registered
BETA	U.S.	771,656 June 23, 1964	Owens-Corning Fiberglas Technology Inc.	Registered
HOLLEX	U.S.	1,881,477 February 28, 1995	Owens-Corning Fiberglas Technology Inc.	Registered

Mark	Country	Reg. No./Ser. No./ Reg. Date/Filing Date	Owner	Status
S GLASS	Benelux	333,971 July 24, 1975	Owens-Corning Fiberglas Corporation	Registered
S GLASS	France	1,319,991 August 9, 1985	Owens-Corning Fiberglas Corporation	Registered
S-2 GLASS	Canada	Not Available	Owens-Corning Fiberglas Corporation	Pending
S-2 GLASS	China	269759 November 19, 1986	Owens-Corning Fiberglas Corporation	Registered
S-2 GLASS	European Community	Not Available	Owens-Corning Fiberglas Corporation	Pending
S-2 GLASS	Fed. Republic of Germany	39533743 March 26, 1997	Owens-Corning Fiberglas Corporation	Registered
S-2 GLASS	France	95586047 August 29, 1995	Owens-Corning Fiberglas Corporation	Registered
S-2 GLASS	United Kingdom	2030989 August 17, 1995	Owens-Corning Fiberglas Corporation	Registered
S-2 GLASS	U.S.	971,424 October 23, 1973	Owens-Corning Fiberglas Technology Inc.	Registered
S-2 GLASS	U.S.	989,414 July 30, 1974	Owens-Corning Fiberglas Technology Inc.	Registered

Mark	Country	Reg. No./Ser. No./Reg. Date/Filing Date	Owner	Status
ZENTRON	Canada	805,694 February 28, 1996	Owens Coming	Pending
ZENTRON	European Community	391326 October 15, 1996	Owens Coming	Pending
ZENTRON	U.S.	75/067,065 March 4, 1996	Owens-Coming Fiberglas Technology Inc.	Pending
ZENTRON	U.S.	2,100,453 September 23, 1997	Owens-Coming Fiberglas Technology Inc.	Registered

SCHEDULE A TO MASTER PATENT AND KNOW HOW LICENSE AGREEMENT

Seller Licensed Patents

OC Case No / Country / OC Subcase	App No / Patent No	App Date / Patent Date	OC Title / OfficialTitle (if available)
11294			*FIBER PRODUCTION - FILAMENTS ATTENUATED FROM A BUSHING HAVING THE ORIFICE PLATE COOLER THAN THE MOLTEN GLASS*
US	06/649,955	1/16/76	Method and apparatus for producing glass fibers
D	4,643,750	2/17/87	
15804			*KINKY FIBERS - DIRECTING LATERALLY ACROSS GLASS STREAM FLUIDIZED JET OF MATERIAL EFFECTIVE TO COAT FILAMENT DRAWN FROM STREAM*
US	06/114,030	1/21/80	METHOD AND APPARATUS FOR FORMING AND TREATING KINKY FIBERS FROM GLASS
	4,274,855	6/23/81	
15809			*CONTINUOUS FILAMENT - NON-SOLVENT SIZES FOR REINFORCEMENTS AND TEXTILES*
US	06/162,854	6/25/80	Migratin-free size for glass fibers
B	4,455,400	6/19/84	
16183			*CONTROLS - AIRFLOW FROM SECTIONS IN MANIFOLD CONTROLLED AS FUNCTION OF TEMPERATURE DIFFERENTIAL IN*
US	06/103,783	12/14/79	Class fiber forming
A	4,256,477	3/17/81	
16184			*MELTING FINSHIELD GLASS PRODUCED BY ADDING MOLTEN OXIDES IN CONDITIONING CHAMBER UPSTREAM OF FOREHEARTH TO*
US	05/841,860	10/6/77	Method for making glass
E	4,325,724	4/20/82	
16238			*IMPROVED GLASS FIBER-RESIN INTERFACE*
US	06/001,793	1/8/79	Size composition for glass fibers
B	4,500,600	2/19/85	
16351			*GLASS MELTING METHOD RAW BATCH IS PREHEATED TO APPROXIMATELY 1500FPRIOR TO CHARGING GLASS MELTER ENERGY SAVINGS AND POLL*
US	06/191,202	9/26/80	Method for preparing molten glass
H	4,358,304	11/9/82	
16420			*BUSHINGS - SHORT TIPLET WITH HIGH PACKING DENSITY FOR CONTROLLED ENVIRONMENT FORMING*
US	05/952,039	10/16/78	Method for manufacturing glass fibers
A	4,222,757	9/16/80	

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OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
US	06/132,247	3/20/80	Method and apparatus for manufacturing glass fibers
B	4,321,074	3/23/82	
16487	*WINDER - PLASTIC OR ELASTOMERI C MATERIAL IN CIRCUMFERENTIAL GROOVEOF COLLET END CAP FOR IM PROVED STRAND TRANSFER*		
US	06/131,347	3/19/80	Apparatus for collecting strand
B	4,307,849	12/29/81	
16701	*BUSHINGS THERMOCOUPLE IN TIP O F TIP TYPE BUSHING FOR SENSIN BUSHING TEMPERATURE*		
US	06/086,924	10/22/79	Apparatus and method for the production of glass fibers
A	4,285,712	8/25/81	
CA	372,038	3/2/81	
A	1,149,168	7/5/83	
16831	*AQUEOUS SILICONE COATINGS (HT 600)*		
US	06/083,019	10/9/79	Stable aqueous emulsion of reactive polysiloxane and curing agent
A	4,277,382	7/7/81	
16845	*PRESSURE CONTROL SYSTEM FOR PI PE TESTING MACHINE*		
CA	319,153	1/5/79	
	1124548	6/1/82	
16852	*TEXTILE BUSHING - PREVENT BUSH ING SAG BY SUSPENDING ORIFICE PLATE WITH WIRES BETWEEN PLATE AND SIDEWALLS OR SUPPORT*		
CA	319,043	1/3/79	
	1,128,758	8/3/82	
16974	*ENERGY CONSERVATION - SURPLUS HEAT RECOVERED FROM PELLETIZED BATCHPREHEATER FOR USE IN OTH ER PROCESSES*		
CA	316,199	11/14/78	
A	1,115,527	1/5/82	
17119	*FIBERS IN CERAMICS - USING FIBERS IN CERAMICS (FIRED TILE, WHITE WARE AND THE LIKE) AS A PROCESSING AID TO IMPROV*		
US	06/205,033	11/7/80	Ceramic products and method of drying same
C	4,364,883	12/21/82	

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OC Case No / Country / OC Subcase	App No / Patent No	App Date / Patent Date	OC Title / OfficialTitle (if available)
17162			*YARDAGE CONTROL FIBER MASS SEN SED BY LASER BACK-SCATTERING OR YARDAGE FEEDBACK*
US	06/178,269	8/15/80	Method and apparatus for monitoring the diameter of fibers
A	4,343,637	8/10/82	
CA	380,578	6/25/81	
A	1,167,632	3/22/84	
17205			*STRAND INSERTER - STATIC AUXILIARY STRAND INSERTED INTO AN ACTION OF PNEUMATIC JET*
JP	148594/1978	11/30/78	
A	1,331,606	8/14/86	
17381			*BATCH PELLETIZATION - ADDITION OF DRY BATCH TO PELLETS FROM RE-ROLL RING*
US	06/031,290	4/19/79	Glass manufacturing process employing glass batch pellets
A	4,235,618	11/25/80	
17551			*WINDER CONTROL-MICROPROCESSOR PROGRAMED TO EMPLOY 1 SPEED CONTROL CURVE WHEN AUTOMATIC TRANSFER ACCOMPLISHED/2ND SPEED*
CA	318,903	12/29/78	
A	1,115,524	1/5/82	
17556			*FIBER PRODUCTION - SCREEN TRANSVERSELY ORIENTED WITH RESPECT TO DIRECTION OF FILAMENT ADVANCEMENT ADAPTED*
US	06/099,060	12/12/79	Apparatus for forming filaments
A	4,284,395	9/18/81	
17572			*BATCH PELLETIZING - A MEANS FOR MEASURING PELLET SIZE DURING THE FORMING PROCESS*
US	06/095,268	11/29/79	Batch pelletizing: a means for measuring pellet size during the forming process
B	4,339,402	7/13/82	
17578			*FIBER FORMING - BUSHING FLOW B LOCK CONFIGURATION FOR REDUCE HEAT TRANSFER AREA, IMPR OVED COLD START YARDAGE AND DE*
CA	323,189	3/12/79	
A	1,115,525	1/5/82	

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OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
17597	*MOLDS FOR SLIP-CASTING AND SIMILAR PROCESSES - HIGH TEMPERATURE INSULATION*		
US	06/176,164	8/7/80	Molds for slip-casting and similar processes
C	4,307,867	12/29/81	
17615	*HIGH SPEED CREEL - MICROPROCESSOR PROGRAMMING FOR REINSERTION AND LIMITED MAXIMUM BREAKOUT*		
US	05/958,582	11/7/78	Microprocessor controlled product roving system
A	4,269,368	5/26/81	
US	06/171,767	7/24/80	Microprocessor-controlled product roving system
B	4,344,582	8/17/82	
17673	*CREEL - STRAND INSERTER ACTIVA TED BY LED PLUS DETECTOR AT G IDE EYE AS MOTION SENSOR*		
CA	333,885	8/16/79	
A	1,129,518	8/10/82	
17687	*TEXTILE FIBER FORMING - ISOLATING THE BASE PLATE FROM THE GLASS SUPPLY BY RESTRICTING GLASS FLOW*		
US	06/340,177	1/18/82	Method for production of mineral fibers
B	4,436,541	3/13/84	
17728	*TEXTILES - BINDER APPLICATOR TRAY FORMED FROM TWO MATING TRAPS*		
US	06/005,752	1/23/79	Apparatus for applying liquid to continuously advancing filaments
A	4,192,252	3/11/80	
17745	*BUSHING CONSTRUCTION - IMPROVE HEAT PATTERN AT ENDS AND CORN ERS OFBUSHING BY INCREASING TH E OUTER SIDEWALL FLANGE THICK*		
US	06/061,572	7/30/79	Apparatus for production of mineral fibers
A	4,272,271	6/9/81	
CA	354,113	6/16/80	
A	1,160,453	1/17/84	
17767	*SYNTHESIS OF CALCIUM BORATE COMPOUNDS FOR USE IN THE PELLETIZATION PROGRAM*		
US	06/047,521	6/11/79	Method for producing calcium borates
A	4,233,051	11/11/80	

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OC Case No / Country / OC Subcase	App No / Patent No	App Date / Patent Date	OC Title / Official Title (if available)
17770			*PELLETIZING CONTROL - PELLETS MEASURED BY THE SIZE OPENING PASSING THE PELLETS AT THE OUTPUT OF THE PELLETIZER*
US	05/974,418	12/29/78	Method for controlling the size of pellets formed in a pelletizer
A	4,244,896	1/13/81	
17771			*TEXTILE STRAND TENSION GAUGE*
US	06/010,442	2/18/79	Apparatus for measuring tension in a linear material
A	4,233,837	11/18/80	
17786			*PELLETIZING CONTROL - A SIGNAL FOR PADDLE POSITION IS AVERAG ED TO MODULATE THE PELLETIZER*
US	05/974,456	12/29/78	Method and apparatus for controlling the proportion of liquid and dry particulate matter added to a pelletizer
A	4,251,475	2/17/81	
CA	342,026	12/17/79	
A	1,155,945	10/25/83	
17794			*BUSHING BLOCK CONSTRUCTION - GLASS FLOW FROM SOURCE TO BUSHING DIVIDED INTO TWO OR MORE PATHS FOR MORE UNIFORM*
US	06/077,867	9/21/79	Bushing blocks
A	4,264,348	4/28/81	
17821			*KLING-PAK - PVDC FILM ATTACHED TO CIRCUMFERENCE AND ONE END OF ROVING PACKAGE TO PERMIT RUN OUT*
US	13,694	2/21/79	
	4,220,295	9/2/80	
17828			*AIR COOLED BUSHINGS - NOZZLE HAVING MULTIPLE ROWS OF HOLES HERE ONLY OUTER ROWS ARE FITTED WITH TUBES FOR PROVIDING I*
US	05/951,542	10/16/78	Fluid flow apparatus in combination with glass fiber forming apparatus
A	4,202,680	5/13/80	
CA	337,624	10/15/79	
A	1,124,077	5/25/82	
17851			*STRAND TREATMENT - APPLICATOR HAVING A PAIR OF ROTATABLE INJECTORS LOCATED ABOVE SLOTTED WIPING DYE TO PROVIDE*
US	06/010,440	2/8/79	Apparatus for treating strand
A	4,221,183	9/9/80	

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OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
17865	*INTRODUCTION OF ALKALINE EARTH COMPOUND INTO FLUE GAS AND IN SITU REACTION WITH BORON AND/ OR FLUORINE VALVES THEREIN TO*		
US	06/135,061	3/31/80	Glass manufacturing process having boron and fluorine pollution abating features
A	4,298,369	11/8/81	
17880	*TEXTILES - PROGRESSIVE TYPE PACKAGE CONSTRUCTION HAVING FULL BASE WRAP*		
US	46,079	6/6/79	
	4,206,884	6/10/80	
17904	*FEEDERS - ENCAPSULATION TECHNIQUE FOR OXIDIZABLE PERFORATED SURFACES*		
US	06/200,676	10/27/80	Method and apparatus for forming glass fibers
A	4,342,577	8/3/82	
17925	*INTRODUCTION OF RAW COLEMANITE INTO FURNACE EXHAUST GASES TO EFFECT CALCINATION AND POLLUTANT RECOVERY FOR RECYCLE*		
US	06/149,097	5/12/80	Glass manufacturing process with in-situ colemanite calcination and pollution abatement features
A	4,282,019	8/4/81	
17932	*BUSHINGS - TIP PLATE FORMED BY INSERTION OF PRECIOUS METAL PLUGS IN PERFORATED, CLADDED, OXIDIZABLE MEMBER*		
US	06/200,650	10/27/80	Method and apparatus for forming glass fibers
A	4,348,216	9/7/82	
17969	*ROVING PRODUCTION - OPTICALLY TRANSPARENT TUBE TO IMPROVE RELIABILITY OF END DETECTOR CONTROL*		
US	06/063,295	8/2/79	Electro-optical strand detector
A	4,275,297	6/23/81	
18032	*BUSHING BLOCK - CONCENTRIC RADIATION SHIELD WITH AIR GAPS U ED TO REDUCE HEAT LOSS IN BUSHING AND FLOW BLOCK REGIONS*		
US	06/012,521	2/16/79	Method and apparatus for processing heat-softenable fiber forming material
A	4,249,398	2/10/81	
CA	323,190	3/12/79	
A	1,115,526	1/5/82	

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OC Case No / Country / OC Subcase	App No / Patent No	App Date / Patent Date	OC Title / OfficialTitle (if available)
18041			*TEXTILE FORMING - AUTOMATIC RE START DEVICE ALLOWS SLIVER HA DLERS TO THREAD SINGLE AND MUL TI SPINDLE FORMING WINDERS WI*
US	06/056,653	7/11/79	Method and apparatus for collecting strands
A	4,230,284	10/28/80	
CA	354,506	6/20/80	
A	1,131,602	9/14/82	
18043			*FIBER PRODUCTION - SYSTEM TO PROPERLY DIRECT UNIFORMLY CLEAN AIR TO FORMING FAN ENVIRONMENT OF CORROSIVE SPECIES*
US	06/078,356	9/24/79	Method for forming glass fibers
A	4,300,929	11/17/81	
18243			*SIZE APPLICATION - METHOD OF APPLYING REACTIVE COMPOUNDS OR PROTECTIVE COATINGS TO GLASS FIBERS DURING FORMING AVOIDING*
US	06/213,966	12/8/80	Method and apparatus for applying textile sizes
A	4,338,361	7/6/82	
18259			*BUSHING FLOODS - METHOD OF CLEARING AND RECOATING BUSHING TIP OR ORIFICE PLATE WITH HYDROCARBON-LIKE MATERIAL*
US	06/161,955	6/23/80	Method of and means for removal of glass floods from a surface of a glass stream feeder
A	4,311,500	1/19/82	
18443			*STRAND TRANSFER - ACCOMPLISHED ON AUTOMATIC T-30 WINDERS THRU STRAND SEPARATION AND GUIDE BLADES WHICH*
US	06/154,250	5/29/80	Apparatus for packaging strand
A	4,300,728	11/17/81	
18477			*BATCH PREHEATING - WASTE GAS S CRUBBING AND BATCH PREHEATING SYSTEMDESIGNED USING HARD DURA BLE BALLS AS A HEAT TRANSFER*
US	06/181,589	8/27/80	Method and apparatus for preheating glass batch
A	4,319,903	3/16/82	
CA	381,357	7/8/81	
A	1,166,849	5/8/84	
US	06/330,064	12/14/81	Method and apparatus for preheating glass batch
B	4,386,951	6/7/83	

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OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
US	06/330,063	12/14/81	Preheating glass batch
C	4,409,011	10/11/83	
US	06/492,311	5/6/83	Preheating glass batch
D	4,425,147	1/10/84	
US	06/676,466	11/29/84	Method of heating particulate material with a particulate heating media
G	4,588,429	5/13/86	
18490	*TIRE CORD IMPREGNANT - NEW IMPREGNANT USES LATICIES MADE WITH SYNTHETIC EMULSIFIERS GIVING LOWER AMOUNT OF RUB-OFF*		
US	06/211,596	12/1/80	Composition for impregnating glass fiber cords for reinforcing elastomeric products
A	4,341,674	7/27/82	
18586	*DUAL BUILDER - DOUBLE P-30 SPINDLE HOUSING COMPENSATES FOR BUSHING IMBALANCE VARIATIONS BY MONITORING*		
US	06/350,491	2/19/82	Dual package winder with individual back-off control of separate package builders
B	4,396,162	8/2/83	
18600	*CURRENT-LOOP COMMUNICATION - (CFC)2 - SHORTENED LINE IN MULTI-POINT NETWORK COULD BLOCK ENTIRE CIRCUIT -*		
US	06/199,176	10/22/80	Method of and apparatus for detecting and circumventing malfunctions in a current-loop communications system
A	4,340,965	7/20/82	
18602	*FORMING PACKAGES - FULL CALL DOWN WEIGHT ACCOMPLISHED THRU BINDER MEMORY CIRCUIT WHICH AUTOMATICALLY SENSES INTERRUPTIO*		
US	06/229,682	1/29/81	Method and apparatus for collecting strand
A	4,342,579	8/3/82	
CA	390,694	11/23/81	
A	1,171,941	7/31/84	
18825	*OPTICAL IMPROVEMENTS FOR THE IFM*		
US	06/214,822	12/10/80	Electro-optic fiber monitor
A	4,319,901	3/16/82	
18899	*BATCH LEVEL CONTROL - INFRARED SENSOR MONITORS REFLECTED RADIATION ON MELTER FUNNEL - AVERAGE SURFACE TEMPERATURE -*		
US	06/216,701	12/15/80	Method of and apparatus for controlling batch thickness and glass level in a glass furnace
A	4,312,658	1/26/82	

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OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
19018	*MELTER BURNERS - INCREASE PRODUCTION CAPACITY BY PROVIDING PRECISION MELT REFINEMENT WITHOUT ASSOCIATED DEGRADATION*		
CA	388,968	10/29/81	
	1,183,686	3/12/85	
19043	*THERMAL SHIELD BUSHING - SECOND ORIFICE PLATE, WITH SLIGHTLY LARGER DIAMETER HOLES THROTTLES FLOW - RETARDING*		
US	06/481,936	4/11/83	Method for forming glass fibers
A	4,488,891	12/18/84	
CA	434,262	8/10/83	
A	1,200,698	2/18/86	
EP	83901882.7	5/20/83	
A	EP0139646	1/21/87	
DE	83901882.7	5/20/83	
A	P3369310.2	1/21/87	
ES	525190	8/26/83	
A	525,190/7	12/5/84	
FR	83901882.7	5/20/83	
A	0139646	1/21/87	
GB	83901882.7	5/20/83	
A	0139646	1/21/87	
IT	22235A/83	7/26/83	
A	1206510	4/27/89	
JP	58-501940	5/20/83	
A	1,431,360	3/24/88	
KR	84-1904	4/11/84	
A	36661	6/23/90	
19078	*STRAND TRANSFER - EFFICIENCY OF DOUBLE P-30 AUTOMATIC WINDERS IS IMPROVED BY PROVIDING POSITIVE STRAND*		
US	06/318,886	11/6/81	Dual strand packaging apparatus
A	4,349,365	9/14/82	

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OC Case No / Country / OC Subcase	App No / Patent No	App Date / Patent Date	OC Title / Official Title (if available)
19092			*WINDER CONTROL - LINEAR STRAND SPEED MAINTAINED DURING FORMING BY PROGRAMMABLE DIGITAL REFERENCE, PROVIDING*
US	06/300,411	9/8/81	Speed control apparatus for winding linear material
A	4,401,924	8/30/83	
19203			*"EPOXY COMPATIBLE SIZE - WATER SOLUBLE, NON-AGING SIZE COMPATIBLE WITH EPOXY RESINS CONTAINS POLYVINYL ACETATE"*
US	259,132	4/30/81	
	4,346,026	8/24/82	
19221			*ELECTRIC FURNACE - COLD RESTART USING SLOT ELECTRODE FIRING OR ELECTRODES INSERTED THROUGH THROAT FLOOR*
US	06/378,542	5/17/82	Electric melting of solidified glass in melting units
A	4,426,217	1/17/84	
CA	438,248	10/3/83	
A	1,219,026	3/10/87	
JP	58-503406	9/29/83	
A	1,712,104	11/11/92	
19615			*GLASS FIBER SIZE - A GLASS SIZE COMPATIBLE WITH EPOXY RESIN IS DEVELOPED FOR BOTH 'E' AND 'S' GLASS COATING*
US	06/488,474	4/25/83	Aqueous compositions for sizing glass fibers containing emulsified epoxy resin and chloropropylsilane
A	4,448,910	5/15/84	
JP	72583/1984	4/11/84	
A	1,780,417	8/13/93	
19699			*ELECTRODE POSITIONING - AUTOMA TICALLY COMPENSATES FOR EROSI N BY RESPONDING TO SETPOINT D IFFERENTIAL GAP VOLTAGE - MAIN*
US	06/342,856	1/26/82	ARC GAP CONTROLLER FOR GLASS-MELTING FURNACE
	4,483,008	11/13/84	
CA	409,998	8/24/82	
	1,194,067	9/24/85	

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OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
19758	*TEMPERATURE CONTROL - MODIFIED BUSHING WELL PROVIDES CONTROLLED HEATING ZONES OF GLASS FLOW RESULTING IN*		
US	06/626,171	6/29/84	Apparatus for thermally conditioning heat softenable material
A	4,544,392	10/1/85	
19852	*DISTRIBUTED SYSTEM - INDEPENDENT, MICROPROCESSOR BASED CONTROLLERS, OFFERING TRUE, SINGLE-LOOP INTEGRITY,*		
US	06/859,151	5/2/86	Distributed control system
A	4,819,149	4/4/89	
19983	*EPOXY COMPATIBLE SIZING - A SIZING FOR 'E' AND 'S' GLASS WHICH IS COMPATIBLE WITH EPOXY RESINS AND GIVES GOOD*		
US	06/484,124	4/12/83	Aqueous epoxy sizing composition for glass fibers and fibers sized therewith
A	4,448,911	5/15/84	
JP	72582/1984	4/11/84	
A	1,780,416	8/13/93	
20018	*DRIPLESS BUSHING - GLASS FLOW FEEDBACK THROUGH RESTRICTION WITHIN BUSHING-BLOCK, PRODUCES PRESSURE LOSS CONDITIONS*		
US	06/809,998	12/17/85	Method and apparatus for forming glass fibers
A	4,673,428	6/16/87	
20187	*FILM FORMER - METHOD OF CONVERTING AN UNSATURATED DIALLYL PHTHALIC BASED RESIN INTO A USEABLE EMULSION IS*		
US	06/474,081	3/10/83	Film former emulsification
A	4,451,594	5/29/84	
20629	*DRIPLESS BUSHING - IMPROVED CE OBTAINED THROUGH HIGH RESISTANCE SCREEN/TIP SYSTEM; ENABLING REDUCED FLUID STATIC*		
US	06/597,578	4/9/84	Method for forming glass fibers
A	4,553,994	11/19/85	
CA	462,802	9/10/84	
A	1,263,810	12/12/89	
ES	536165	9/21/84	
A	536165/6	4/8/85	

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OC Case No / Country / OC Subcase	App No / Patent No	App Date / Patent Date	OC Title / Official Title (if available)
IT	22879A/84	9/27/84	
A	1176839	8/18/87	
JP	59-503,480	9/10/84	
A	1,882,242	11/10/94	
KR	85-700376	9/10/84	
A	52548	6/29/92	
MX	202,872	9/27/84	
A	159.032	4/12/89	
20826			*PACKAGING - POLYETHYLENE STRETCH/SHRINK TYPE FILM, WHEN APPLIED TO T-30 OR SIMILAR DOFF, PROVIDES FORMFIT; ENABLING IMPROVED PACKAGE RUNOUT*
US	06/533,698	9/19/83	PACKAGED STRAND
	4,493,464	1/15/85	
21122			*CYCLICALLY-SHAPED FIBERS - USING PULSED FLOW QUENCH TECHNIQUE, LONGITUDINALLY MODULATED NON-ROUND FIBER*
US	06/814,573	12/26/85	Method and apparatus for making tapered mineral and organic fibers
B	4,666,485	5/19/87	
21191			*DRIPLESS BUSHING - ENCLOSED, PRESSURIZED ENVIRONMENT PROVIDES IMPROVED OPERATING EFFICIENCY THROUGH REDUCED*
US	06/809,999	12/17/85	Method and apparatus for forming glass fibers
A	4,676,813	6/30/87	
22179			*SCRAP RECOVERY - PROCESS ENABLES TEXTILE SCRAP TO BE DRIED AND PULVERIZED INTO POWDER FOR BATCH RECYCLING*
US	07/194,762	5/17/88	Scrap recovery apparatus
A	4,853,024	8/1/89	
22946			*MOLDING - PHENOLIC AND S-2 GLASS FOR BALLISTIC/STRUCTURAL ARMOR*
US	07/078,429	7/27/87	Ballistic materials
A	4,842,923	6/27/89	
CA	563,409	4/6/88	
A	1,286,584	7/23/91	
EP	88903664.6	4/4/88	
A	0324803	5/13/92	

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OC Case No			*OC Title*
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
AU	15917/88	4/4/88	
A	600630	4/4/88	
BE	88903664.6	4/4/88	
A	0324803	5/13/92	
DE	88903664.6	4/4/88	
A	P3871122.2	5/13/92	
ES	88037651	12/12/88	
A	8803765	12/12/88	
FR	88903664.6	4/4/88	
A	0324803	5/13/92	
GB	88903664.6	4/4/88	
A	0324803	5/13/92	
IL	86099	4/18/88	
A	86099	3/31/93	
IT	88903664.6	4/4/88	
A	0324803	5/13/92	
JP	63-503264	4/4/88	
A	2077614	5/17/96	
KR	89-700523	4/4/88	
A	106172	10/16/96	
NL	88.03219	12/30/88	
A	189.203	1/5/93	
TW	77102671	4/23/88	
A	NI-040769	11/29/90	
ZA	88/2993	4/27/88	
A	88/2993	1/25/89	

Z2992	*BUSHINGS - CERAMIC COMPOSITE BUSHING REDUCES METAL THICKNESS BY 50%*		
US	07/168,205	3/15/88	Clad precious metal bushing and method for making
A	4,846,865	7/11/89	
EP	89904384.8	3/1/89	
A	0371098	8/11/93	

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Country / OC Subcase	App No / Patent No	App Date / Patent Date	OfficialTitle (if available)
OC Case No		*OC Title*	
DE	89904384.8	3/1/89	
A	0371098	8/11/93	
FR	89904384.8	3/1/89	
A	0371098	8/11/93	
GB	89904384.8	3/1/89	
A	0371098	8/11/93	
IT	89904384.8	3/1/89	
A	0371098	8/11/93	
JP	1-503860	3/1/89	
A	1,892,857	12/26/94	
KR	89-702109	3/1/89	
A	60702	3/23/93	
NL	89904384.8	3/1/89	
A	0371098	8/11/93	
23056	*FIRE RESISTANT PANEL*		
US	07/471,328	1/29/90	Fire-resistant panel system
A	5,079,078	1/7/92	
CA	2,033,505	1/2/91	
A	2,033,505	6/27/95	
ZA	91/0196	1/10/91	
A	91/0196	11/27/91	
23089	*METHOD OF IN-LINE DRYING TYPE 30 SINGLE END ROVINGS USING ONLY BUSHING HEAT*		
US	07/581,942	9/13/90	METHOD AND APPARATUS FOR FORMING MIGRATION FREE GLASS FIBER PACKAGES
	5,055,119	10/8/91	
EP	91918637.9	8/26/91	METHOD AND APPARATUS FOR FORMING MIGRATION FREE GLASS FIBER PACKAGES
	0500923	4/5/95	
CN	91008950.0	9/12/91	METHOD AND APPARATUS FOR FORMING MIGRATION FREE GLASS FIBER PACKAGES
	28538	9/25/94	
DE	91918637.9	8/26/91	METHOD AND APPARATUS FOR FORMING MIGRATION FREE GLASS FIBER PACKAGES
	69108708.3	4/5/95	
ES	91918637.9	8/26/91	METHOD AND APPARATUS FOR FORMING MIGRATION FREE GLASS FIBER PACKAGES
	2070516	4/5/95	

Seller Licensed Patents

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
FR	91918637.9	8/26/91	METHOD AND APPARATUS FOR FORMING MIGRATION FREE GLASS FIBER PACKAGES
	0500923	4/5/95	
GB	91918637.9	8/26/91	METHOD AND APPARATUS FOR FORMING MIGRATION FREE GLASS FIBER PACKAGES
	0500923	4/5/95	
IT	91918637.9	8/26/91	METHOD AND APPARATUS FOR FORMING MIGRATION FREE GLASS FIBER PACKAGES
	0500923	4/5/95	
MX	91/01050	9/11/91	METHOD AND APPARATUS FOR FORMING MIGRATION FREE GLASS FIBER PACKAGES
	177.336	3/24/95	
NL	91918637.9	8/26/91	METHOD AND APPARATUS FOR FORMING MIGRATION FREE GLASS FIBER PACKAGES
	0500923	4/5/95	
TW	80106716	9/23/91	METHOD AND APPARATUS FOR FORMING MIGRATION FREE GLASS FIBER PACKAGES
	NI-057754	7/11/92	
23101	*PROCESS AND EQUIPMENT TO PRODUCE SQUARE EDGE YARN PACKAGE WITH SPLIT STRANDS - PROCESS DESIGNATED AS P850*		
US	07/519,181	5/4/90	Reciprocating strand guide for split strand roving packages
A	5,054,705	10/8/91	
EP	91908840.1	4/25/91	
A	0481050	1/10/96	
BE	91908840.1	4/25/91	
A	0481050	1/10/96	
DE	91908840.1	4/25/91	
A	69116297.2	1/10/96	
ES	91908840.1	4/25/91	
A	2082206	1/10/96	
FR	91908840.1	4/25/91	
A	0481050	1/10/96	
GB	91908840.1	4/25/91	
A	0481050	1/10/96	
IT	91908840.1	4/25/91	
A	0481050	1/10/96	
JP	508664/1991	4/25/91	
A			

Seller Licensed Patents

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
KR	91-702014	4/25/91	
A			
NL	91908840.1	4/25/91	
A	0481050	1/10/96	
TW	82212930	4/25/91	
A	UM-97878	1/11/95	
23196	*SIZE - USE OF CRYSTALLINE PENTAERYTHRITOL TO AID IN BREAK-UP OF ROVING DURING WET-OUT (158-B T-30)*		
US	07/764,574	9/19/91	Glass size compositions and glass fibers coated therewith
A	5,262,236	11/16/93	
EP	92919924.8	9/8/92	
A			
DE	92919924.8	9/8/92	
A			
ES	92919924.8	9/8/92	
A			
FR	92919924.8	9/8/92	
A			
GB	92919924.8	9/8/92	
A			
JP	5-506088	9/8/92	
A			
KR	701360/93	9/8/92	
A			
23269	*METHODS OF AND APPARATUS FOR WINDING ROVING PACKAGES*		
US	06/114,394	1/22/80	Method of and apparatus for winding roving packages
A	4,322,041	3/30/82	
23273	*STRAND WINDING APPARATUS AND METHOD*		
CA	432,066	7/8/83	
	1,229,328	11/17/87	

Seller Licensed Patents

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
23274	*STRAND WINDING APPARATUS*		
CA	477,945	3/29/85	
	1,239,382	7/19/88	
23275	*STRAND TRANSFER*		
CA	487,399	7/24/85	
	1,243,647	10/25/88	
23285	*METHOD AND APPARATUS FOR WINDING STRAND MATERIAL AND PACKAGE*		
US	06/147,729	5/8/80	Method and apparatus for winding strand material and package
A	4,371,122	2/1/83	
CA	346,760	2/29/80	
A	1,133,448	10/12/82	
CA	390,073	11/13/81	
B	1,136,595	11/30/82	
23304	*TYPE 30 PACKAGING - "TACK-PAK" ONE-SIDED TACKY FILM IMPROVES PACKAGE TO PACKAGE TRANSFER*		
US	866,710	4/10/92	
	5,238,114	8/24/93	
23312	*PROCESS - IN-LINE DRYING FINE FIBER PROCESSES BY RUNNING THE FIBERGLASS STRAND ACROSS A HOT METAL SURFACE (P851)*		
US	08/651,197	5/17/96	
	5,779,758	7/14/98	
23591	*CONTROLLING FOAM IN GLASS MELTER BY PROVIDING GREATER OXIDIZING IN FRONT END OF FURNACE*		
US	08/515,412	8/15/95	Method for controlling secondary foam during glass melting
A	5,665,137	9/9/97	
23626	*SILICON OR SILICA SUBSTRATE WITH A MODIFIED SURFACE, PROCESS FOR PRODUCING THE SAME, NEW ORTHOESTERS AND PROCESS*		
US	08/211,191	5/19/94	Silicon or silica substrate with a modified surface, process for producing the same, new orthoesters and process for producing the same
A	5,709,715	1/20/98	
CA	2,119,652	7/6/93	
A			

Seller Licensed Patents

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
EP	93912542.3	7/6/93	
A			
BE	93912542.3	7/6/93	
A			
DE	93912542.3	7/6/93	
A			
DK	93912542.3	7/6/93	
A			
ES	93912542.3	7/6/93	
A			
FR	93912542.3	7/6/93	
A			
GB	93912542.3	7/6/93	
A			
IT	93912542.3	7/6/93	
A			
JP	06-504057	7/6/93	
A			
KR	700937/1994	7/6/93	
A			
AT	93912542.3	7/6/93	
A			
23652	*IN-LINE DRYING OF FIBERGLASS STRANDS USING ELECTRICAL CURRENT*		
US	08/455,961	5/31/95	Method and apparatus for drying sized glass fibers
A	5,620,752	4/15/97	
23665	*CARBON SKIN AND/OR SHEATH FORMATION ON GLASS FIBER SURFACES FOR IMPROVED LIFE, CORROSION RESISTANCE, STRENGTH, INTER-FACIAL BONDING, HIGH CONVERSION EFFICIENCY & THROUGHPUT*		
US	08/513,197	8/9/95	Process for carbon-coating silicate glass fibers
A	5,702,498	12/30/97	

SCHEDULE A TO MASTER PATENT AND KNOW HOW LICENSE AGREEMENT

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OC Case No		OC Title	
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
23701			METHOD AND APPARATUS FOR LUBRICATING CONTINUOUS FIBER STRAND WINDING APPARATUS
US A	08/683,014	7/16/96	
CA A	US97/11935	7/7/97	
EP A	US97/11935	7/7/97	
AU A	US97/11935	7/7/97	
BE A	US97/11935	7/7/97	
BR A	US97/11935	7/7/97	
CH A	US97/11935	7/7/97	
CN A	US97/11935	7/7/97	
DE A	US97/11935	7/7/97	
DK A	US97/11935	7/7/97	
ES A	US97/11935	7/7/97	
FI A	US97/11935	7/7/97	
FR A	US97/11935	7/7/97	
GB A	US97/11935	7/7/97	
GR A	US97/11935	7/7/97	

Seller Licensed Patents

OC Case No		OC Title	
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
IE	US97/11935	7/7/97	
A			
IT	US97/11935	7/7/97	
A			
JP	US97/11935	7/7/97	
A			
KR	US97/11935	7/7/97	
A			
LU	US97/11935	7/7/97	
A			
MX	US97/11935	7/7/97	
A			
NL	US97/11935	7/7/97	
A			
PT	US97/11935	7/7/97	
A			
SE	US97/11935	7/7/97	
A			
WO	US97/11935	7/7/97	
A	WO98/02375		
AT	US97/11935	7/7/97	
A			
US	09/035,714	3/5/98	
B			
23763	*METHOD OF MAKING SHAPED FIBERS*		
US	08/608,883	2/29/96	
A	5,776,223	7/7/98	
US	08/974,618	11/19/97	
B			

SCHEDULE A TO MASTER PATENT AND KNOW HOW LICENSE AGREEMENT

Seller Licensed Patents

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
23811	*CONTINUOUS FIBER BUSHING BLOCK BOOLED WITH METAL SHEETS, ROD OR TUBES INSERTED TO REMOVE HEAT FROM GLASS*		
US	08/634,469	4/18/96	Heat transfer device
A	5,709,727	1/20/98	
23833	*BUSHING - INCREASED FIN COOLING BY ENHANCING HEAT TRANSFER FROM BOTH ENDS OF FIN*		
US	08/599,693	2/12/96	
A			
23871	*DUAL SCREENS IN BUSHING DISTRIBUTE AND MIX GLASS TO REDUCE AT ACROSS BUSHING*		
US	08/905,496	8/4/97	
A			
EP		8/4/98	
A			
AU		8/4/98	
A			
BR		8/4/98	
A			
DE		8/4/98	
A			
ES		8/4/98	
A			
FR		8/4/98	
A			
GB		8/4/98	
A			
IT		8/4/98	
A			
JP		8/4/98	
A			
KR		8/4/98	
A			

Seller Licensed Patents

OC Case No		OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
MX A		8/4/98	
NL A		8/4/98	
TW A	87111897	8/4/98	
VE A		8/4/98	
WO A		8/4/98	
23879	*GLASS FIBER AND PROCESS THEREFOR*		
IN	974/Cal/96	5/28/96	
23917	*FORMING SIZE FOR P871 PROCESS*		
US A	08/975,583	11/21/97	
23918	*MODIFICATION OF P871 DRYING CHAMBER*		
US A	08/975,633	11/21/97	
23963	*CRUCIFORM TIP - FIBER FORMING STABILIZER INSERTS FOR BUSHING WITH AND WITHOUT TIPS (TIPLESS BUSHING)*		
US	unfiled		
23984	*GLOBAL FORMING WINDER - SPLIT ROLLER BALE*		
US A	08/680,083	7/16/96	
24030	*BORON-FREE GLASS FIBERS*		
US	08/793,562	2/18/97	
A	5,789,329	8/4/98	

SCHEDULE A TO MASTER PATENT AND KNOW HOW LICENSE AGREEMENT

Seller Licensed Patents

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
CA A		6/6/96	
EP A	96918246.8	6/6/96	
AU A	60948/96	6/6/96	
BR A		6/6/96	
CN A	96194508.7	6/6/96	
DE A	96918246.8	6/6/96	
FR A	96918246.8	6/6/96	
GB A	96918246.8	6/6/96	
JP A	9-501626	6/6/96	
KR A	708772/1997	6/6/96	
MX A	97/09498	6/6/96	
NL A	96918246.8	6/6/96	
24127			*SYSTEM FOR DELIVERING GAS TO FIBER ATTENUATION*
US	unfiled		
24289			*METAL CLADDING OF REFRACTORY BLOCKS TO REDUCE A PRIMARY SOURCE OF REFRACTORY STONES FROM ENTERING MOLTEN GLASS FLOW AND BREAKING THE GLASS FIBERIZATION PROCEDURE*
US	unfiled		

Seller Licensed Patents

OC Case No			OC Title
Country OC Subcase	App No Patent No	App Date Patent Date	OfficialTitle (if available)
24391	*TIP-PLATE THERMOCOUPLE (TPT)*		
US	unfiled		
24465	*ADVANCED FIN POSITIONER*		
US	09/108,615	7/1/98	

SCHEDULE C - SELLER LICENSED KNOW HOW

Technology Area	Items	Comments	Description
Glass Chemistry	D556	D-glass, low dielectric	
	621E	Past chemistry used in electrical	
	Advantex	Used now for ZTY G150 (Gue), EB8, HSY (Bel); customers already qualified	
	X6339E	Low F2	
	4962E	Low F2	
	1575E	Low B203 @ 5.3%	
	X4778	ZAF, Low B203, High Alkali	
	X5811E	Low Alakali Marble Glass	
	X1604E	0.25% F2	
Glass Batching & Melting	Batch raw material specifications, current process technology for mixing	All glass chemistries listed above, with right to use based on individual chemistry	
	Raw materials procurement	Best practices	
	Furnace models	Computer model of furnace	
	Electric boost	Alken direct melt; hardware designs, specifications, including proprietary CST hardware	
	Bin blenders	Huntingdon S-2 Glass	
	Dynamic Feed Rate Compensation	Batch weighing	
	AGM (Advanced Glass Melter - Alken)	If buyer is acceptable to vendor	
	P828	O2 firing	
Bushings	Designs relevant to the business	All drawings of past, current, and under development designs, including associated hardware, as specified below (thruput/hole count shown)	
	Alken		
	1/DE37, 2/DE75	45/1592	TEB-2404-TT8
	3/G150	46/600	TEB-2228-TT6
	2/G37	80/1616	TEB-2264-TT8A
	3/G75	80/1188	TEB-2280-TT11
	DE50-150	40/1188	TEB-2288-TT6 (current development design is TEB-2288-TT11)
	4/E225	36/812	TEB-2289-TT1
	6/G150	75/1188	TEB-2352-TT2
	Battice		
	EB8 (2/J36.5)	105/992	TEB-2390-TT3
	3/G75	80/1188	TEB-2280-TT6A
	Guelph		
	ZTY (4/G75)	80/1600	TEB-2385-TT2A
	Huntingdon		

	4/D450	21/816	DAB-2353-TT2C
	6/D900	17/612	DAB-2229-TT7B
	1/B150	14/1232	DAB-2275-TT6
	1/BC150		DAB-2419-TTA
	S-Glass, 4/G150	37/808	TEB-2114-TT8E
	S-Glass, Zentron	40/1854	TEB-2304-TT10
	Modeling	MacBushing including source code; input parameters and data from existing models	TBD
	Set up procedures, raw materials, hardware	For use in Alk, Hunt alloy shops	
	Thermocouples	Past, current, experimental technology used in business, incl. TPT, lube TCs, ST TC	
	Finishields, associated hardware	Specifications on composition, etc.; past, current, experimental tech. used in the business	
	CV reduction technology beyond current injection	Any new developments under way	
Controls & Electronics	Control System upgrades, but only to the extent made before the Effective Date	Batch Weigh Control for Aiken and Anderson; design documentation and source code for DEC subhosts for production monitoring	
	Furnace/forehearth	Omnimac hardware and source code	
	Batch weighing and mixing		
	Winder	CST 2,4,6,6X,7 - hardware and source code	EAD-135-H-514-R27123
	Binder weigh mix control	PC/PLC design and source code	
	In line yardage		
	Production monitoring	TI990, DEC subhost, Foxboro IA	
	FACTS	Production data archiving	
	Electric boost	DC elimination and multiplexer hardware	
	Resistance based electric boost monitoring and control		
Size Mixing & Application	LIS	Drawings and specs	
	Spray applicator		TBD
	All chem prep & distribution process hardware and specs		TBD
	Battice binder room technology	Capability to produce EB6/EB8	
Size Chemistry	Individual formulations used for S-2 products and also used in any other reinforcements	Mix sheets, raw material specifications, etc. for all past, current, and under development yarn sizings	
	Individual formulations for direct yarn sizes used to make Business Products, and also used to make Seller Products	Mix sheets, raw material specifications, etc. for all past, current, and under development yarn sizings	
	Size emulsions	Those currently produced by OC	
Process	P851	Inline drying - hot plate technology	MAD-121-D-GEN-B00165

			MAD-121-D-GEN-B00166
			MAD-121-D-GEN-B00167
			MAD-121-D-GEN-B00168
			MAD-121-D-GEN-R45320
	P827	Zirconia coated bushings	
	P871	Inline drying - ZenTron	B00147; B00148; B00149
			B00150; B00151; B00152
			B00153; B00154; B00155
			B00156; B00157; B00158
			B00159; B00160; B00161
			B00162; B00163; B00164
			B00177
	Snap-in spiral wires		MAD-135-D-514-Z01053
			MAD-135-D-514-Z01057
			MAD-135-D-514-Z01055
			MAD-135-D-514-Z01065
Winders	515	automatic Alken ZTY	MAD-135-D-515FY-R53869
	617	Guelph ZTY winder	MAD-135-D-617FY-R47467
	Oscillating builder	latest ZTY technology	MAD-135-D-515FY-R53856
	ZTY	Guide eye design and mold design	MDD-135-D-515FY-R53908
	604 - T30	ZenTron	MAD-135-D-60430-R54996
	959	Roving	
	M-series	Roving	MAD-172-D-M74-R16051
Chopping	Chopper	CeramiTex, standard S-2 Chop (if narrow width does not meet FFU; Commercially available chopper acceptable to Buyer or Right to Use existing OC technology as determined by OC)	50D-906-1000-2655
			50D-906-1000-2656
			50D-906-1000-1498
			50C-906-1000-2468
			50C-906-1000-3022
			50S-906-1000-3452
			EWF-110-X-BCH-Z01046
Specialized Product Platforms	EB6/EB8	Technology to manufacture	45D-92-11-507
	Line 6	Technology description TBD	45B-92-018-533
End Use Technology		Mimic tests for all end use customers (includes equipment specs, procedures, capabilities):	
	Running Tension		
	Dynamic Wetting		
	Porosity		

U.S. Pat. No. 5,662,990 to Scari et al. (assigned to Gividi Italia S.p.A.) covers woven glass fabric for use as a reinforcement in a printed circuit board in which one or both of the warp and weft threads its made of zero twist yarn made of filaments between 5 and 9 microns and a yarn count of between 5.5 and 136 Tex. Since the Company does not weave fabric, the Company cannot directly infringe the '990 patent. However, Owens Corning's customers who weave ZTY supplied by the Company could be found to infringe. Gividi has brought the '990 patent to Owens Corning's attention and suggested that Owens Corning may need a license. Gividi has also brought to Owens Corning's attention a subsequently issued, related patent, U.S. Pat. No. 5,792,713. The '713 patent is similar to the '990 patent except that it more broadly covers woven glass fabric reinforcement for paper or resinous articles in which the filaments are between 5 and 13 microns.

EP. Pat. No. 0 561 362 B1 to Watabe et al. (assigned to Nitto Glass Fiver Mfg. Co. Ltd.) is directed to forming a square-end package of fine ZTY. The patent covers: a) square-end packages made of yarns made of filaments between 3 and 9 microns wound in a non-twisted state at a traversing angle of 7° or less; b) a method of making a glass yarn and winding it onto a square-end package by a process that includes using a tension relaxing device to share with a winder the force necessary for drawing molten glass from a bushing; and c) an apparatus for making a yarn that includes a tension relaxing device to share with a winder the force necessary for drawing molten glass from a bushing. The Company manufactures some ZTY products in square-edge packages from filaments of diameters between 3 and 9 microns wound in part at traversing angles of 7° or less. The Company does not use equipment with a tension reducing device to manufacture these products.

Current Status	Patent or Appl. Number	Country	Patent Name	Comments
ACTIVE:				
active	4,492,722	US	*Glass Fiber Reinforced Ceramic*	Expires 7/25/2003
active	4,582,748	US	*Glass Compositions Having Low Expansion and Dielectric Constants*	Expires 1/26/2004
active	4,584,110	US	*Size Compositions for Glass Fibers*	Expires 6/11/2004
active	4,615,720	US	*Method and Apparatus for Melting Glass*	Expires 11/17/2003
active	4,657,572	US	*Bushing Balance Controller and Method for Using Same*	Expires 3/14/2006
active	4,732,879	US	*Method for Applying Porous, Metal Oxide Coatings to Relatively Nonporous Fibrous Substrates*	Expires 11/8/2005
active	4,780,120	US	*Bushing Balance Controller and Method of Using Same*	Expires 10/25/2008
active	4,822,439	US	*Process for Forming Thick Ballistic Resistant Materials*	Expires 8/24/2007
active	4,842,923	US	*Ballistic Materials*	Expires 7/27/2007
active	4,855,341	US	*High-Strength Magnesium Aluminosilicate Glass Fibers Having Size Coating of Epoxy Resin with Methacryloxyalkyl and Amino*	Expires 8/8/2006
active	5,215,813	US	*Ballistic Materials*	Expires 12/26/2011
active	5,690,150	US	*Woven Fabric Made With Yarn Having Periodic Flat Spots*	Expires 7/16/2016
active	5,731,084	US	*Zero Twist Yarn Having Periodic Flat Spots*	Expires 7/16/2016
active	5,785,728	US	*Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing*	Expires 10/12/2014
active	5,806,775	US	*Self-Supporting Yarn Package*	Expires 7/16/2016
active	5,839,678	US	*Method of Controlling Flat Spots in A Zero Twist Yarn*	Expires 7/16/2016
active	6,019,140	US	*Method of Weaving A Yarn Having Periodic Flat Spots On An Air Jet Loom*	Expires 7/16/2016
active	6,167,728	US	*Method For Controlling Heating and Cooling In Segments At a Fiber Glass Bushing*	Expires 10/12/2015
active	6,177,656	US	*Method For Controlling Heating and Cooling In Segments At a Fiber Glass Bushing*	Expires 10/12/2014
active	40769	TW	*Ballistic Materials*	Expires 4/23/2008
active	86099	IL	*Ballistic Materials*	Expires 4/18/2008
active	93071	IL	*Process for Forming Flat Plate Ballistic Resistant Materials*	Expires 1/16/2010
active	96454	FI	*Bushing Balance Controller and Method of Using Same*	Expires 5/6/2008

Current Status	Patent or Appl. Number	Country	Patent Name	Comments
active	103940	TW	*Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing*	Expires 10/12/2015
active	127147	KR	*Bushing Balance Controller and Method of Using Same*	Expires 10/20/2012
active	189203	NL	*Ballistic Materials*	Expires 12/30/2008
active	201,858	MX	*Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing*	Expires 10/12/2015
active	593504	AU	*Bushing Balance Controller and Method of Using Same*	Expires 5/6/2008
active	600630	AU	*Ballistic Materials*	Expires 4/4/2008
active	685011	AU	*Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing*	Expires 10/12/2015
active	785914	EP	*Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing*	Expires 10/12/2015. Germany, FR, GB. OC to pay annuity in ES, IT, NL.
active	1286584	CA	*Ballistic Materials*	Expires 7/23/2008
active	1289646	CA	*Bushing Balance Controller and Method of Using Same*	Expires 9/24/2008
active	2077614	JP	*Ballistic Materials*	Expires 4/4/2008
active	2122851	JP	*Bushing Balance Controller and Method of Using Same*	Expires 5/6/2008
active	8803765	ES	*Ballistic Materials*	Expires 12/12/2008
active	86109971	TW	*Zero Twist Yarn Having Periodic Flat Spots*	Expires 7/14/2017
active	0323486	EP	*Bushing Balance Controller and Method of Using Same*	Expires 5/6/2008. Registered in BE, DE, FR, GB, NE, SE
active	0324803	EP	*Ballistic Materials*	Expires 4/4/2008. Registered in BE, FR, GB, DE, IT.
active	88/2993	ZA	*Ballistic Materials*	Expires 4/27/2008
FILED ONLY:				
filed	8-513273	JP	*Japan*	Request for exam. filed 1/12/2000
filed	90109947	TW	*Method and Apparatus for Controlling Heating & Cooling In Fiberglass Bushing Segments*	Filing Receipt dated 4/30/2001
filed	97196428.9	CN	*China*	Application filed 7/7/1997
filed	10-506096	JP	*Japan*	Application filed 7/7/1997
filed	8-513273	JP	*Japan*	Request for exam. filed 1/12/2000
filed	99/00580	MX	*Mexico*	Application filed 7/7/1997
filed	PCT/US00/26945	US	*Method And Apparatus For Winding Yarn On A Bobbin*	Was formerly 9297-37P/178086

Schedule 3(a)

CHIEF EXECUTIVE OFFICES

The chief executive office and principal place of business of Advanced Glassfiber Yarns LLC is:

2558 Wagener Road
Aiken, South Carolina 29801

The chief executive office and principal place of business of AGY Capital Corp. is:

2558 Wagener Road
Aiken, South Carolina 29801

Schedule 3(b)

LOCATION OF COLLATERAL

1200 Susquehanna Avenue, Huntingdon, Huntingdon County, Pennsylvania 16652

2558 Wagener Road, Aiken, Aiken County, South Carolina 29801

179 Butts Street, South Hill, Mecklenberg County, Virginia 23970

Haven 380, Klein Zuidland 4, B-2030 Antwerpen, Belgium

Schedule 3(c)

MERGERS, CONSOLIDATIONS, CHANGE IN STRUCTURE OR USE OF TRADENAMES; JURISDICTION OF INCORPORATION, ORGANIZATIONAL IDENTITY NUMBER

A. Official Name:	Advanced Glassfiber Yarns LLC (f/k/a Specialty Yarns LLC) (f/k/a Lincoln Yarns, LLC)
B. Jurisdiction of Organization/Incorporation:	Delaware
C. Type of Entity:	Limited Liability Company
D. Organization Identification Number:	2915550

A. Official Name:	AGY Capital Corp.
B. Jurisdiction of Organization/Incorporation:	Delaware
C. Type of Entity:	Corporation
D. Organization Identification Number:	2947642

NOTICE

OF

GRANT OF SECURITY INTEREST

IN

COPYRIGHTS

United States Copyright Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of December 11, 2002, (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Wachovia Bank, National Association (f/k/a First Union National Bank), as Agent (the "Agent") for the financial institutions referenced therein (the "DIP Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the copyrights and copyright applications shown below to the Agent for the ratable benefit of the DIP Lenders:

COPYRIGHTS

Copyright No.	Description of Copyright	Date of Copyright
See Attached		

Copyright Applications

Copyright Applications No.	Description of Copyright Applied For	Date of Copyright Applications
See Attached		

The Obligors and the Agent, on behalf of the DIP Lenders, hereby acknowledge and agree that the security interest in the foregoing copyrights and copyright applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

Very truly yours,

ADVANCED GLASSFIBER YARNS LLC
a Delaware limited liability company

By:_____

Name: Marc L. Pfefferle

Title: Chief Restructuring Officer

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank), as Agent

By:_____

Name: Reginald T. Dawson

Title: Director

The Obligors and the Agent, on behalf of the DIP Lenders, hereby acknowledge and agree that the security interest in the foregoing copyrights and copyright applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

Very truly yours,

ADVANCED GLASSFIBER YARNS LLC
a Delaware limited liability company

By:_____

Name: Marc L. Pfefferle

Title: Chief Restructuring Officer

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank), as Agent

By:_____

Name: Reginald T. Dawson

Title: Director

Item	Description	Pub Number
Brochure	*Performance Response Results*	LIT-99011 (7/99)
Brochure	*Glassfiber Reference Guide*	LIT-99021 (7/99)
Brochure	*Advanced Materials*	LIT-2000-011 (7/00)
Brochure	*S-2 Glass® for Armor Systems*	LIT-2000-021 (8/00)
Case History	*GLARE® Laminate with S-2 GLASS® Fiber*	LIT-2001-021 (09/01)
Case History	*Defense - Up-Armored M1114 HMMWV*	LIT-2002-211 (3/02)
Case History	*Electronics Market – Printed Wiring Board*	LIT-2002-251 (3/02)
Case History	*Defense – CAV-ATD*	LIT-2002-261 (3/02)
Case History	*Vehicle Protection – S-2Glass® Armor Systems*	LIT-2002-271 (3/02)
Case History	AWACS Radome with S-2 Glass® Yarn	LIT-2002-281 (11/02)
Brochure	VeTron™ High Performance Glass Roving	LIT-2002-291 (12/02)
Data Sheet	S-2 Glass® Fiber (summary sheet)	LIT-2000-031 R1 (8/02)
Data Sheet	365 Roving	LIT-2000-041 R1 (8/02)
Data Sheet	449 Roving	LIT-2000-051 (8/00)
Data Sheet	463 Roving	LIT-2000-061 (8/00)
Data Sheet	933 Roving	LIT-2000-071 R1 (8/02)
Data Sheet	ZenTron®	LIT-2000-081 R1 (8/02)
Data Sheet	401 Chop	LIT-2000-091 (8/00)
Data Sheet	493 Yarn	LIT-2000-101 (8/00)
Data Sheet	636 Yarn	LIT-2000-121 R1 (8/02)
Data Sheet	762 Yarn	LIT-2000-131 (8/00)
Data Sheet	933 Yarn	LIT-2000-141 R1 (8/02)
Data Sheet	VeTron™ High Performance Glass Roving	LIT-2002-201 (3/02)
Data Sheet	Electronics Market	LIT-2002-231 (3/02)
Technical Paper	High Strength Glass Fibers	LIT-2001-011 R1 (8/02)

Schedule 4(f)(ii)

NOTICE

OF

GRANT OF SECURITY INTEREST

IN

PATENTS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of December 11, 2002 (the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Wachovia Bank, National Association (f/k/a First Union National Bank), as Agent (the "Agent") for the financial institutions referenced therein (the "DIP Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the patents and patent applications shown below to the Agent for the ratable benefit of the DIP Lenders:

PATENTS

Patent No.	Description of Patent Item	Date of Patent
See attached Schedules A		

Patent Applications

Patent Applications No.	Description of Patent Applied For	Date of Patent Applications
See attached Schedules A		

ATL/912577.3

The Obligors and the Agent, on behalf of the DIP Lenders, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

ADVANCED GLASSFIBER YARNS LLC
a Delaware limited liability company

By:_____

Name: Marc L. Pfefferle

Title: Chief Restructuring Officer

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank), as Agent

By:_____

Name: Reginald T. Dawson

Title: Director

The Obligors and the Agent, on behalf of the DIP Lenders, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

ADVANCED GLASSFIBER YARNS LLC
a Delaware limited liability company

By:_____

Name: Marc L. Pfefferle

Title: Chief Restructuring Officer

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank), as Agent

By_____

Name: Reginald T. Dawson

Title: Director

SCHEDULE A

ADVANCED GLASSFIBER YARNS LLC

U.S. Patents Licensed to Advanced Glassfiber Yarns LLC
by
Owens-Corning Fiberglas Technology, Inc.

Patent No.	Issue Date	Description
4,643,750	2/17/87	Method and apparatus for producing glass fibers
4,274,855	6/23/81	Method and apparatus for forming and treating kinky fibers from glass
4,455,400	6/19/84	Migration-free size for glass fibers
4,256,477	3/17/81	Glass fiber forming
4,325,724	4/20/82	Method for making glass
4,500,600	2/19/85	Size composition for glass fibers
4,358,304	11/9/82	Method for preparing molten glass
4,321,074	3/23/82	Method and apparatus for manufacturing glass fibers
4,222,757	9/16/80	Method for manufacturing glass fibers
4,307,849	12/29/81	Apparatus for collecting strand
4,285,712	8/25/81	Apparatus and method for the production of glass fibers
4,277,382	7/7/81	Stable aqueous emulsion of reactive polysiloxane and curing agent
4,364,883	12/21/82	Ceramic products and method of drying same
4,343,637	8/10/82	Method and apparatus for monitoring the diameter of fibers
4,235,618	11/25/80	Glass manufacturing process employing glass batch pellets
4,284,395	8/18/81	Apparatus for forming filaments
4,339,402	7/13/82	Batch pelletizing: a means for measuring pellet size during the forming process
4,307,867	12/29/81	Molds for slip-casting and similar processes
4,269,368	5/26/81	Microprocessor-controlled product roving system
4,344,582	8/17/82	Microprocessor-controlled product roving system
4,436,541	3/13/84	Method for production of mineral fibers
4,192,252	3/11/80	Apparatus for applying liquid to continuously advancing filaments
4,272,271	6/9/81	Apparatus for production of mineral fibers
4,233,051	11/11/80	Method for producing calcium borates
4,244,896	1/13/81	Method for controlling the size of pellets formed in a pelletizer
4,233,837	11/18/80	Apparatus for measuring tension in a linear material
4,251,475	2/17/81	Method and apparatus for controlling the proportion of liquid and dry particulate matter added to a pelletizer
4,264,348	4/28/81	Bushing blocks
4,220,295	9/2/80	Packaged strand
4,202,680	5/13/80	Fluid flow apparatus in combination with glass fiber forming apparatus
4,221,183	9/9/80	Apparatus for treating strand

Patent No.	Issue Date	Description
4,298,369	11/3/81	Glass manufacturing process having boron and fluorine pollution abating features
4,206,884	6/10/80	Method and apparatus for forming a wound strand package
4,342,577	8/3/82	Method and apparatus for forming glass fibers
4,282,019	8/4/81	Glass manufacturing process with in-situ colemanite calcination and pollution abatement features
4,348,216	9/7/82	Method and apparatus for forming glass fibers
4,275,297	6/23/81	Electro-optical strand detector
4,249,398	2/10/81	Method and apparatus for processing heat-softenable fiber forming material
4,230,284	10/28/80	Method and apparatus for collecting strands
4,300,929	11/17/81	Method for forming glass fibers
4,338,361	7/6/82	Method and apparatus for applying textile sizes
4,311,500	1/19/82	Method of and means for removal of glass floods from a surface of a glass stream feeder
4,300,728	11/17/81	Apparatus for packaging strand
4,588,429	5/13/86	Method of heating particulate material with a particulate heating media
4,425,147	1/10/84	Preheating glass batch
4,409,011	10/11/83	Preheating glass batch
4,386,951	6/7/83	Method and apparatus for preheating glass batch
4,319,903	3/16/82	Method and apparatus for preheating glass batch
4,341,674	7/27/82	Composition for impregnating glass fiber cords for reinforcing elastomeric products
4,396,162	8/2/83	Dual package winder with individual back-off control of separate package builders
4,340,965	7/20/82	Method of and apparatus for detecting and circumventing malfunctions in a current-loop communications system
4,342,579	8/3/82	Method and apparatus for collecting strand
4,319,901	3/16/82	Electro-optic fiber monitor
4,312,658	1/26/82	Method of and apparatus for controlling batch thickness and glass level in a glass furnace
4,488,891	12/18/84	Method for forming glass fibers
4,349,365	9/14/82	Dual strand packaging-apparatus
4,401,924	8/30/83	Speed control apparatus for winding linear material
4,346,026	8/24/82	Non-aging epoxy compatible size
4,426,217	1/17/84	Electric melting of solidified glass in melting units
4,448,910	5/15/84	Aqueous compositions for sizing glass fibers containing emulsified epoxy resin and chloropropylsilane
4,483,008	11/13/84	Arc gap controller for glass-melting furnace
4,544,392	10/1/85	Apparatus for thermally conditioning heat softening material
4,819,149	4/4/89	Distributed control system
4,448,911	5/15/84	Aqueous epoxy sizing composition for glass fibers and fibers sized therewith

Patent No.	Issue Date	Description
4,673,428	6/16/87	Method and apparatus for forming glass fibers
4,451,594	5/29/84	Film former emulsification
4,553,994	11/19/85	Method for forming glass fibers
4,493,464	1/15/85	Packaged strand
4,666,485	5/19/87	Method and apparatus for making tapered mineral and organic fibers
4,676,813	6/30/87	Method and apparatus for forming glass fibers
4,853,024	8/1/89	Scrap recovery apparatus
4,842,923	6/27/89	Ballistic materials
4,846,865	7/11/89	Clad precious metal bushing and method for making
5,079,078	1/7/92	Fire-resistant panel system
5,055,119	10/8/91	Method and apparatus for forming migration free glass fiber packages
5,054,705	10/8/91	Reciprocating strand guide for split strand roving packages
5,262,236	11/16/93	Glass size compositions and glass fibers coated therewith
4,322,041	3/30/82	Method of and apparatus for winding roving packages
4,371,122	2/1/83	Method and apparatus for winding strand material and package
5,238,114	8/24/93	Strand packages
5,665,137	9/9/97	Method for controlling secondary foam during glass melting
5,709,715	1/20/98	Silicon or silica substrate with a modified surface, process for producing the same, new orthoesters and process for producing the same
5,620,752	4/15/97	Method and apparatus for drying sized glass fibers
5,702,498	12/30/97	Process for carbon-coating silicate glass fibers
5,709,727	1/20/98	Heat transfer device
5,779,758	7/14/98	Process-in-line drying fine fibers processes
5,789,329	8/4/98	Boron-free glass fibers
5,776,223	7/7/98	Method of making shaped fibers
6,000,116	12/14/99	Advanced fin positioner
6,040,003	3/21/00	Method and apparatus for lubricating continuous fiber strand winder apparatus
5,756,149	5/26/98	Method and apparatus for lubricating continuous fiber strand winder apparatus
5,895,715	4/20/99	Method of making shaped fibers
5,846,285	12/8/98	Apparatus for producing continuous glass filaments
5,928,402	7/27/99	Multi-screen system for mixing glass flow in a glass bushing
5,843,202	12/1/98	Apparatus for forming migration free glass fiber packages
5,853,133	12/29/98	Apparatus for producing square edged forming packages from a continuous fiber forming process

Current Status	Patent or Appl. Number	Country	Patent Name	Comments
ACTIVE:				
active	4,492,722	US	*Glass Fiber Reinforced Ceramic*	Expires 7/25/2003
active	4,582,748	US	*Glass Compositions Having Low Expansion and Dielectric Constants*	Expires 1/26/2004
active	4,584,110	US	*Size Compositions for Glass Fibers*	Expires 6/11/2004
active	4,615,720	US	*Method and Apparatus for Melting Glass*	Expires 11/17/2003
active	4,657,572	US	*Bushing Balance Controller and Method for Using Same*	Expires 3/14/2006
active	4,732,879	US	*Method for Applying Porous, Metal Oxide Coatings to Relatively Nonporous Fibrous Substrates*	Explres 11/8/2005
active	4,780,120	US	*Bushing Balance Controller and Method of Using Same*	Expires 10/25/2008
active	4,822,439	US	*Process for Forming Thick Ballistic Resistant Materials*	Expires 8/24/2007
active	4,842,923	US	*Ballistic Materials*	Expires 7/27/2007
active	4,855,341	US	*High-Strength Magnesium Aluminosilicate Glass Fibers Having Size Coating of Epoxy Resin with Methacryloxyalkyl and Amino*	Expires 8/8/2006
active	5,215,813	US	*Ballistic Materials*	Expires 12/26/2011
active	5,690,150	US	*Woven Fabric Made With Yarn Having Periodic Flat Spots*	Expires 7/16/2016
active	5,731,084	US	*Zero Twist Yarn Having Periodic Flat Spots*	Expires 7/16/2016
active	5,785,728	US	*Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing*	Expires 10/12/2014
active	5,806,775	US	*Self-Supporting Yarn Package*	Expires 7/16/2016
active	5,839,678	US	*Method of Controlling Flat Spots in A Zero Twist Yarn*	Expires 7/16/2016
active	6,019,140	US	*Method of Weaving A Yarn Having Periodic Flat Spots On An Air Jet Loom*	Expires 7/16/2016
active	6,167,728	US	*Method For Controlling Heating and Cooling In Segments At a Fiber Glass Bushing*	Expires 10/12/2015
active	6,177,656	US	*Method For Controlling Heating and Cooling In Segments At a Fiber Glass Bushing*	Expires 10/12/2014
active	40769	TW	*Ballistic Materials*	Expires 4/23/2008
active	86099	IL	*Ballistic Materials*	Expires 4/18/2008
active	93071	IL	*Process for Forming Flat Plate Ballistic Resistant Materials*	Expires 1/16/2010
active	96454	FI	*Bushing Balance Controller and Method of Using Same*	Expires 5/6/2008

Current Status	Patent or Appl. Number	Country	Patent Name	Comments
active	103940	TW	*Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing*	Expires 10/12/2015
active	127147	KR	*Bushing Balance Controller and Method of Using Same*	Expires 10/20/2012
active	189203	NL	*Ballistic Materials*	Expires 12/30/2008
active	201,858	MX	*Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing*	Expires 10/12/2015
active	593504	AU	*Bushing Balance Controller and Method of Using Same*	Expires 5/6/2008
active	600630	AU	*Ballistic Materials*	Expires 4/4/2008
active	685011	AU	*Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing*	Expires 10/12/2015
active	785914	EP	*Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing*	Expires 10/12/2015. Germany, FR, GB. OC to pay annuity in ES, IT, NL.
active	1286584	CA	*Ballistic Materials*	Expires 7/23/2008
active	1289646	CA	*Bushing Balance Controller and Method of Using Same*	Expires 9/24/2008
active	2077614	JP	*Ballistic Materials*	Expires 4/4/2008
active	2122851	JP	*Bushing Balance Controller and Method of Using Same*	Expires 5/6/2008
active	8803765	ES	*Ballistic Materials*	Expires 12/12/2008
active	86109971	TW	*Zero Twist Yarn Having Periodic Flat Spots*	Expires 7/14/2017
active	0323486	EP	*Bushing Balance Controller and Method of Using Same*	Expires 5/6/2008. Registered in BE, DE, FR, GB, NE, SE
active	0324803	EP	*Ballistic Materials*	Expires 4/4/2008. Registered in BE, FR, GB, DE, IT.
active	88/2993	ZA	*Ballistic Materials*	Expires 4/27/2008
FILED ONLY:				
filed	8-513273	JP	*Japan*	Request for exam. filed 1/12/2000
filed	90109947	TW	*Method and Apparatus for Controlling Heating & Cooling In Fiberglass Bushing Segments*	Filing Receipt dated 4/30/2001
filed	97196428.9	CN	*China*	Application filed 7/7/1997
filed	10-506096	JP	*Japan*	Application filed 7/7/1997
filed	8-513273	JP	*Japan*	Request for exam. filed 1/12/2000
filed	99/00580	MX	*Mexico*	Application filed 7/7/1997
filed	PCT/US00/26945	US	*Method And Apparatus For Winding Yarn On A Bobbin*	Was formerly 9297-37P/178086

Schedule 4(f)(iii)

NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of December 11, 2002 (the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Wachovia Bank, National Association (f/k/a First Union National Bank), as Agent (the "Agent") for the financial institutions referenced therein (the "DIP Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the DIP Lenders:

TRADEMARKS

Trademark No.	Description of Trademark Item	Date of Trademark
See attached Schedule A		

Trademark Applications

Trademark Applications No.	Description of Trademark Applied For	Date of Trademark Applications
See attached Schedule A		

The Obligors and the Agent, on behalf of the DIP Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

ADVANCED GLASSFIBER YARNS LLC
a Delaware limited liability company

By:_____

Name: Marc L. Pfefferle

Title: Chief Restructuring Officer

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank), as Agent

By:_____

Name: Reginald T. Dawson

Title: Director

The Obligors and the Agent, on behalf of the DIP Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

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a Delaware limited liability company

By:_____

Name: Marc L. Pfefferle

Title: Chief Restructuring Officer

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank), as Agent

By:_____

Name: Reginald T. Dawson

Title: Director

Schedule A
Federal and Foreign Trademark Applications and Registrations

Mark	Country	Reg. No./Ser. No. Reg. Date/Filing Date	Owner	Status
401	Benelux	304,944 October 7, 1971	Owens-Corning Fiberglas Corporation	Registered
401	France	1341521 February 5, 1986	Owens-Corning Fiberglas Corporation	Registered
401	U.S.	865,421 February 25, 1969	Owens-Corning Fiberglas Technology Inc.	Registered
BETA	Argentina	1.618.793 April 11, 1986	Owens-Corning Fiberglas Corporation	Registered
BETA	Australia	A182,606 September 2, 1963	Owens-Corning Fiberglas Corporation	Registered
BETA	Australia	A182,607 September 2, 1963	Owens-Corning Fiberglas Corporation	Registered
BETA	Austria	51,722 January 15, 1964	Owens-Corning Fiberglas Corporation	Registered
BETA	Benelux	048,639 August 17, 1971	Owens-Corning Fiberglas Corporation	Registered
BETA	Brazil	003885267 January 6, 1979	Owens-Corning Fiberglas Corporation	Registered

Mark	Country	Reg. No./Ser. No. Reg. Date/Filing Date	Owner	Status
BETA	Canada	142,166 October 8, 1965	Owens Corning	Registered
BETA	China	266976 October 30, 1986	Owens-Corning Fiberglas Corporation	Registered
BETA	Denmark	2256/64 June 27, 1964	Owens-Corning Fiberglas Corporation	Registered
BETA	Fed. Republic of Germany	821 630/23 July 24, 1963	Owens Corning	Registered
BETA	Finland	45,747 January 5, 1966	Owens-Corning Fiberglas Corporation	Registered
BETA	France	1.479.378 July 22, 1988	Owens-Corning Fiberglas Corporation	Registered
BETA	Greece	30,619 October 17, 1964	Owens-Corning Fiberglas Corporation	Registered
BETA	India	216,826 July 29, 1991	Owens-Corning Fiberglas Corporation	Registered
BETA	India	217,096 August 13, 1963	Owens-Corning Fiberglas Corporation	Registered
BETA	Israel	22,395 August 26, 1963	Owens-Corning Fiberglas Corporation	Registered
BETA	Italy	575509 November 14, 1989	Owens-Corning Fiberglas Corporation	Registered

Mark	Country	Reg. No./Ser. No. Reg. Date/Filing Date	Owner	Status
BETA	Japan	3335509 July 25, 1997	Owens-Corning Fiberglas Corporation	Registered
BETA	New Zealand	76,470 August 4, 1964	Owens-Corning Fiberglas Corporation	Registered
BETA	New Zealand	76,471 August 4, 1964	Owens-Corning Fiberglas Corporation	Registered
BETA	Switzerland	327,079 January 13, 1984	Owens-Corning Fiberglas Corporation	Registered
BETA	United Kingdom	853,281 August 23, 1963	Owens-Corning Fiberglas Corporation	Registered
BETA	U.S.	771,656 June 23, 1964	Owens-Corning Fiberglas Technology Inc.	Registered
HOLLEX	U.S.	1,881,477 February 28, 1995	Owens-Corning Fiberglas Technology Inc.	Registered
S GLASS	Benelux	333,971 July 24, 1975	Owens-Corning Fiberglas Corporation	Registered
S GLASS	France	1,319,991 August 9, 1985	Owens-Corning Fiberglas Corporation	Registered
S-2 GLASS	Canada	Not Available	Owens-Corning Fiberglas Corporation	Pending

Mark	Country	Reg. No./Ser. No. Reg. Date/Filing Date	Owner	Status
S-2 GLASS	China	269759 November 19, 1986	Owens-Corning Fiberglas Corporation	Registered
S-2 GLASS	European Community	Not Available	Owens-Corning Fiberglas Corporation	Pending
S-2 GLASS	Fed. Republic of Germany	39533743 March 26, 1997	Owens-Corning Fiberglas Corporation	Registered
S-2 GLASS	France	95586047 August 29, 1995	Owens-Corning Fiberglas Corporation	Registered
S-2 GLASS	United Kingdom	2030989 August 17, 1995	Owens-Corning Fiberglas Corporation	Registered
S-2 GLASS	U.S.	971,424 October 23, 1973	Owens-Corning Fiberglas Technology Inc.	Registered
S-2 GLASS	U.S.	989,414 July 30, 1974	Owens-Corning Fiberglas Technology Inc.	Registered
ZENTRON	Canada	805,694 February 28, 1996	Owens Corning	Pending
ZENTRON	European Community	391326 October 15, 1996	Owens Corning	Pending

Mark	Country	Reg. No./Ser. No. Reg. Date/Filing Date	Owner	Status
ZENTRON	U.S.	75/067,065 March 4, 1996	Owens-Corning Fiberglas Technology Inc.	Pending
ZENTRON	U.S.	2,100,453 September 23, 1997	Owens-Corning Fiberglas Technology Inc.	Registered

HY028/5099.5

AGY Trademarks – Registration Index Supplement to Schedule 4(f)(iii)

Country	Advanced Glassfiber Yarns (Stylized) Word Mark	AGY	Advanced Glassfiber Yarns (logo in color)	Beta®	S-Glass®	S-2 Glass®	ZenTron®	VeTron™
Argentina				R				
Australia				R				
Austria	R	P		R				
Benelux	R	R	P	R	R			
Brazil		P	P	R				
Canada	R	P		R		R	P	
China	P	P	P	R		R		
Czech Republic	R	P						
Denmark	R	P		R				
European Community						P	R	
Finland	A	R		R				
France	P	P		R	R	R		
Germany	A	R	P	R		R		
Greece	P	P	P	R				
India				R				
Ireland	P	P						
Israel				R				
Italy	P	P	P	R				
Japan	R	R		R			P	
Korea	R	R						
Mexico	R	R	R					
Netherlands								
New Zealand				R				
Norway		R	R					
Philippines	A	P	P					
Portugal	R	R						

4574/11120-004 NYWORD/101059 v1

A = Registration abandoned **(Blank)** = No action to date **D** = Registration denied **E** = Registration expired **P** = Registration pending **R** = Regist

Updated 12/02

AGY Trademarks – Registration Index Supplement to Schedule 4(f)(iii)

Country	Advanced Glassfiber Yarns (Stylized) Word Mark	AGY	Advanced Glassfiber Yarns (logo in color)	Beta®	S-Glass®	S-2 Glass®	ZenTron®	VeTron™
Spain	R	R						
Sweden	A	P	A					
Switzerland	A	R	P	R				
Taiwan	P	P						
United Kingdom	A	R		R		R		
United States	P	P	P	R	E	R	R	Legal search

4574/11120-004 NYWORD/101059 v1

A = Registration abandoned **(Blank)** = No action to date **D** = Registration denied **E** = Registration expired **P** = Registration pending **R** = Regist

Updated 12/02