

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

The Carbide/Graphite Group

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: CG Electrodes Acquisition LLC

Internal
Address: #308

Street Address: 850 Boylston Street

City: Chestnut Hill State: MA Zip: 02467

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other LTD LIAB JT ST CO

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2667028

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William P. Smith

Internal Address: 58th Floor, US Steel Tower

Street Address: 600 Grant Street

City: Pittsburgh State: PA Zip: 15219

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500287 - previously submitted

DO NOT USE THIS SPACE

9. Signature.

William P. Smith, Esq.
Name of Person Signing


Signature

7/1/2003
Date

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

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

TRADEMARK ASSIGNMENT

Electronic Version v1.1

**06/25/2003
 900000715**

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Carbide/Graphite Group, Inc.		05/01/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	CG Electrodes Acquisition LLC
Street Address:	850 Boylston Street
Internal Address:	#308
City:	Chestnut Hill
State/Country:	MASSACHUSETTS
Postal Code:	02467
Entity Type:	LTD LIAB JT ST CO:

PROPERTY NUMBERS Total: 1

Property Type	Number
Registration Number:	2667028

CORRESPONDENCE DATA

Fax Number: (412)355-2609
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (412) 355-2600
 Email: wsmith@dkwlaw.com
 Correspondent Name: William P. Smith
 Address Line 1: 600 Grant Street
 Address Line 2: 58th Floor, US Steel Tower
 Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	CGELEC/IPGEN1
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CH \$40.00 2667028

NAME OF SUBMITTER:

William P. Smith

Total Attachments: 1

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ASSIGNMENT OF INTELLECTUAL PROPERTY

CG ELECTRODES ACQUISITION LLC, a Delaware limited liability company ("Assignee"), and THE CARBIDE/GRAPHITE GROUP, INC., a Delaware corporation (the "Assignor") have entered into an ASSET PURCHASE AGREEMENT FOR THE GRAPHITE ELECTRODE BUSINESS (the "Agreement"), dated the 27th day of February 2003.

WITNESSETH:

WHEREAS, Seller was previously engaged in the business of (i) making needle coke, (ii) using needle coke to make graphite rods for electric steel furnaces, and (iii) manufacturing and supplying calcium carbide; and

WHEREAS, the Assignee desires to purchase and the Assignor desires to sell, substantially all of the assets of Assignor's business consisting of the manufacture and sale of graphite rods for electric steel furnaces and other bulk graphite products located in St. Marys, Pennsylvania together with certain equipment located in Niagara Falls, New York (the "Business") as more fully described in this Agreement and the Schedules hereto (the "Asset Purchase"); and

WHEREAS, on September 21, 2001 (the "Petition Date"), the Assignor and its affiliates, filed voluntary petitions under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Western District of Pennsylvania that are jointly administered at Bankruptcy No. 01-29744-BM (the "Bankruptcy Court" and the "Bankruptcy Cases"); and

WHEREAS, pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code, the Assignor continues to operate its business and manage its properties, and is administering its estate as created by Section 541 of the Bankruptcy Code on the Petition Date (the "Estate"); and

WHEREAS, the Board of Directors of Assignor has determined that it is advisable, and in the best interests of the Estate and the beneficiaries of such Estate, to designate Buyer as the stalking horse bidder and to consummate the transactions provided for herein pursuant to proposed orders of the Bankruptcy Court to be entered pursuant to, among other provisions, Section 105, 363(b), 363(f), and 365 of the Bankruptcy Code (the "Procedure Order" and the "Sale Order" respectively), and have approved such transactions; and

WHEREAS, the Lenders to the Assignee have approved the execution and delivery of the Agreement and the consummation of the transactions contemplated hereby, all in accordance with the terms and conditions set forth herein;

(P0122921-3)

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WHEREAS, the Lenders to the Assignee have approved the execution and delivery of the Agreement and the consummation of the transactions contemplated hereby, all in accordance with the terms and conditions set forth herein;

AND WHEREAS pursuant to the Credit Agreement, the Assignor is obligated to grant an assignment of its intellectual property to the Assignee;

NOW THEREFORE in consideration of the sum of two dollars (US\$2.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

1. The Assignor, a Delaware corporation whose full postal address and whose principal place of business is One Gateway Center, 19th Floor, Pittsburgh, Pennsylvania, 15222, hereby sells and assigns to the Assignee, a Delaware Limited Liability Company and whose principal place of business is 850 Boylston Street #308, Chestnut Hill, Massachusetts 02467, all of the Assignor's right, title and interest in and to the following intellectual property:

the patents listed in Schedule "A" hereto and the inventions and improvements therein disclosed for the United States and all foreign countries and any Letters Patent which may issue or has issued therefor in the United States and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, said Assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made. The Assistant Commissioner for Patents is requested to issue such Letters Patent in accordance herewith;

the trademark(s) listed in Schedule "B" hereto, whether in word form, design form, or any combination thereof, together with any attaching goodwill, including any copyright in the designs forming part of such trade-marks, and including any registrations (the "Trade-marks"), including the goodwill associated with the Trade-marks and including the right to sue for past infringement and retain any damages as a result of such action;

the copyright(s) listed in Schedule "C" hereto, and any writings pertaining thereto, including all income, royalty, damages and payments now, or hereafter due with respect thereto, and all causes of action for past, present, and future infringement of the rights assigned.

(collectively, the "Intellectual Property"), which assignment shall become effective as of April 24, 2003.

- 2. The Assignee hereby accepts the assignments set out in paragraph 1 above.
- 3. The recording or registration of the assignments granted hereunder shall be in the sole discretion of and shall be the sole responsibility of the Assignee; however, the Assignor agrees to execute any instruments necessary and to do all things necessary to ensure the Assignee can record and register the assignments.
- 4. (a) The Assignor represents and warrants specially to the Assignee that the Intellectual Property listed in Schedule "A" is owned exclusively by the Assignor and the Assignor has all right and authority to make these assignments.
 (b) To the best of the Assignor's knowledge, there are no current claims against the Assignor with respect to the Intellectual property.
- 5. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

EXECUTED at Pittsburgh, this 1 day of May, 2003.

CG ELECTRODES ACQUISITION LLC

BY: Nathan Milikowsky
its Managing Member

By: [Signature]
Title: Chief Executive Officer

I have authority to bind the Assignee

SELLER:

THE CARBIDE/GRAPHITE GROU
INC.

By: [Signature]
Title: CEO

I have authority to bind the Assignor

{P0122921-3}