

05-30-2003

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) 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):  
SGL TECHNIC, INC.

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

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 12/20/02

2. Name and address of receiving party(ies)  
Name: DEUTSCHE BANK LUXEMBOURG S.A.,  
Internal AS SECURITY AGENT  
Address: \_\_\_\_\_  
Street Address: #2 Boulevard Konrad Adenauer  
City: L-1115 Luxembourg State: \_\_\_\_\_ Zip: L-1115

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Luxembourg  
 Other \_\_\_\_\_

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)

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

Enclosed  
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: \_\_\_\_\_  
Inte \_\_\_\_\_  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bobbie Termine, as agent  
Name of Person Signing

*Bobbie Termine*  
Bobbie Termine, as agent

5-22-03  
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

05/30/2003 TIAZI 00000060 25582781  
01 FC:8521 40.00 OP  
02 FC:8522 150.00 OP

**Schedule II**

**Trademarks, Service Marks, applications, and registrations**

| <b>Serial Number</b> | <b>Reg. Number</b> | <b>Work Mark</b> | <b>Date</b>        | <b>Country</b> | <b>Status</b> |
|----------------------|--------------------|------------------|--------------------|----------------|---------------|
| 74476099             | 1926453            | CAL-FOAM         | October 10, 1995   | US             |               |
| 73291304             | 1208379            | FIBERGRAPH       | September 14, 1982 | US             |               |
| 73456599             | 1330355            | RIGIDLOCK        | April 16, 1985     | US             |               |
| 73456598             | 1331523            | RIGIDSEAL        | April 23, 1985     | US             |               |
| 73431778             | 1313414            | CALGRAPH         | January 8, 1985    | US             |               |
| 72412039             | 0969436            | POLYCARBON       | October 2, 1973    | US             |               |
| 75796692             | 2678528            | CONDUCTOGRAPH    | January 21, 2003   | US             |               |

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated as of May 1, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") is made by **SGL TECHNIC INC.**, a corporation organized under the laws of the State of California (herein, together with its successors and permitted assigns, the "Grantor") in favor of **DEUTSCHE BANK LUXEMBOURG S.A.**, as security agent (in such capacity, the "Agent") for the Lenders (as defined below) party to the Facilities Agreement (as defined below).

WHEREAS, SGL Carbon Aktiengesellschaft, as an Original Borrower, Deutsche Bank AG and Dresdner Kleinwort Wasserstein ("DKW"), as Mandated Lead Arrangers, Deutsche Bank Luxembourg S.A., as Facility Agent and Security Agent, and DKW, as Documentation Agent, have entered into a Term Facilities and Revolving Credit Agreement dated 20 December 2002 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement");

WHEREAS, the Grantor has entered into a Security Agreement dated May 1, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent (terms defined in the Security Agreement and not otherwise defined herein shall have the meanings defined in the Security Agreement);

WHEREAS, the Grantor has granted to the Agent, under and subject to the terms of the Security Agreement, a security interest in all right, title, and interest to certain Intellectual Property rights of the Grantor, and has agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for its benefit and for the ratable benefit of the Finance Parties a security interest in and to all of the Grantor's right, title and interest in and to the following:

(a) the United States, international, and foreign patents, patent applications and patent licenses set forth on Schedule I hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) the United States and foreign trademark and service mark registrations, applications, and licenses set forth on Schedule II hereto (the "Trademarks");

(c) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover such damages; and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its internal conflict of laws rules.

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**IN WITNESS WHEREOF**, the undersigned has executed and delivered this Agreement as of the date first written above.

Grantor:

**SGL TECHNIC INC.**

By: BJ Schramm  
Name: BJ Schramm  
Title: President

**Patents and Patent Applications**

| Reg. Number | Country | Description  | Registered     | Expiry         | Status |
|-------------|---------|--|----------------|----------------|--------|
| 5582781     | US      | Method of making graphite foam material                        | Dec 10, 1996   | Dec 9, 2016    |        |
| 4752518     | US      | Flexible surface deformation-resistant graphite foil           | June 21, 1988  | June 20, 2008  |        |
| 6217800     | US      | Graphite foam material and method of making same               | April 17, 2001 | April 16, 2021 |        |
| 5882570     | US      | Injection molding graphite material and thermoplastic material | March 16, 1999 | March 15, 2019 |        |