

05-30-2003



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		102460736 RECORDATION FORM COVER SHEET TRADEMARKS ONLY		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 CARBON, LLC., A LIMITED LIABILITY COMPANY <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>LLC</u>			2. Name and address of receiving party(ies) Name: <u>DEUTSCHE BANK LUXEMBOURG S.A.</u> Internal <u>AS SECURITY AGENT</u> Address: _____ Street Address: <u>#2, Boulevard Konrad Adenauer</u> <u>L-1155 Luxembourg</u> City: _____ State: _____ Zip: <u>L-1115</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Luxembourg</u> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>12-20-02</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: _____ Interr _____ Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 Street: _____ City: _____ State: _____ Zip: _____			6. Total number of applications and registrations involved: <u>6</u> 7. Total fee (37 CFR 3.41) <u>\$165⁰⁰</u> <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>Bobbie Termine, As Agent</u> <u>Bobbie Termine</u> <u>5-22-03</u> Name of Person Signing Signature, as agent Date Total number of pages including cover sheet, attachments, and document: <u> </u>					

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

05/30/2003 TDI AZ1 00000054 1525698

 01 FC:8521 40.00 DP
 02 FC:8522 125.00 DP

TRADEMARK
REEL: 002742 FRAME: 0671

Schedule II

Trademarks, Service Marks, applications, and registrations

TRADEMARK	COUNTRY	REGISTRATION	FILING DATE	EXPIRY/STATUS
Monograph	US	1,525,698	2/21/1989	2/21/2009
Monotrode	Canada	281,641	7/22/1983	7/22/2013
Monotrode, GLC Canada in Hexagonal Logo	Canada	295,813	10/5/1984	10/5/2014
Oxitardant	US	1,270,448	3/20/1984	3/20/2004
Permtrode	US	1,258,381	11/22/1983	11/22/2003
Unitrode	US	1,118,696	5/22/1979	5/22/2009
	US	664,659	7/22/1958	7/22/2008
SGL	Canada	181,923	6/8/1993	License to Use from Calgon
Crysta-Sil	US	2,481,571	11/1/1999	8/21/2001

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 CARBON, LLC**, a limited liability company organized under the laws of the State of Nevada (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 CARBON, LLC

By: Peter M. Hoffman *PH*
Name: Peter M. Hoffman
Title: President

Patents and Patent Applications

PD#	Serial#	Title	Country	Issued	Maint. Pd.	Status/ Expiry
2072	526566	Lengthwise Graphitization	Spain	1/3/1985	Jan-93	Jan-05
2191/ 2206/ 2243	1522179	Manufacturing thin Carbon Products	Japan	10/12/1989		Oct-06
2247	1232632	Tubular graphite electrode capable of composite or tip use	Canada	9/2/1988		Sep-05
2247	1676886	Composite electrode for arc furnace	Japan	6/26/1992		Jun-09
2248	E45264	Composite electrode	Austria	10/30/1989		Oct-06
2248	1234402	Composite electrode for arc furnace	Canada	3/22/1988		Mar-05
2248	UM33769	Composite electrode	Taiwan	4/20/1987		Apr-04
CGG	210569	Barrel Structure for Semiconductor Epitaxial Reactors	Netherlands	10/3/1991	Jul-00	Current
CGG	339279	Method for making a wafer holder for use in rapid thermal processing equipment	Netherlands	3/8/1995	Mar-00	Current