

3/22/04

04-02-2004

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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

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other LIMITED LIABILITY COMPANY

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 3/9/04

2. Name and address of receiving party(ies)

Name: DEUTCSHE BANK OF LUXEMBOURG, S.A.

Internal Address: DEUTSCHE BANK COMPANY

Street Address: 14 WALL STREET

City: NEW YORK State: NY Zip: 10005

- Individual(s) citizenship Association BANK General Partnership Limited Partnership Corporation-State 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) SEE ATTACHED

Additional number(s) attached Yes No

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

Name: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 145.00

- Enclosed 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.

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.

TONYA CHAPPLE

Name of Person Signing

Signature

3/19/04

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



04/01/2004 NGETACHE 00000095 1525698

01 FC:0521 40.00 OP 02 FC:0522 100.00 OP

03-22-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #72

TRADEMARK REEL: 002941 FRAME: 0437

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated as of March 9, 2004 (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 Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, SGL Carbon Aktiengesellschaft (the "Company"), the entities listed in Part I of Schedule 1 thereto, Credit Suisse First Boston International, Bayerische Landesbank, Deutsche Bank Luxembourg S.A. (as Facility Agent and Security Agent), Dresdner Bank AG and the financial institutions listed in Part II of Schedule 1 thereto have entered into a Term Facilities and Revolving Credit Agreement dated 3 February 2004 (as amended, supplemented or otherwise modified from time to time, the "German Credit Agreement");

WHEREAS, the Company, the Grantor, the other guarantors party thereto, the lenders party thereto, and Credit Suisse First Boston, as Administrative Agent, have entered into a Credit Agreement dated as of February 3, 2004 (as amended, supplemented or otherwise modified from time to time, the "US Credit Agreement"; the US Credit Agreement and the German Credit Agreement are referred to individually as a "Credit Agreement" and collectively as the "Credit Agreements");

WHEREAS, pursuant to the terms of the Credit Agreements, the Grantor has entered into a Security Agreement dated as of March 9, 2004 (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 Secured 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.

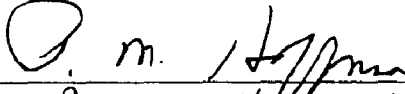
SECTION 3. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its internal conflict of laws rules (other than the provisions of 5-1401 and 5-1402 of the New York General Obligations Law).

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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:   
Name: PETER M. HOFFMAN  
Title: PRESIDENT

**Patents and Patent Applications**

Patents

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 Tubular graphite electrode capable of composite or tip use	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

**Patent Applications**

Application #	Title	Country	Date
60/492,063	1. Susceptor for Supporting Wafers During Semiconductor Manufacture	US	08/01/03
60/536,023	2. Method for applying customized service through an electrical and productivity monitoring system installed on a customers electric arc furnace.	US	01/13/04