TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveyance: Assigns the entire interest previously recorded on Reel 002938 Frame 0022. Assignor(s) hereby confirms the Security Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
SGL Technic Inc.		03/09/2004	CORPORATION: CALIFORNIA	

RECEIVING PARTY DATA

Name:	Deutsche Bank Luxemborg S.A.
Street Address:	14 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	COMPANY:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1926453	CAL-FOAM
Registration Number:	1208379	FIBERGRAPH
Registration Number:	1330355	RIGIDLOCK
Registration Number:	1331523	RIGIDSEAL
Registration Number:	1313414	CALGRAPH
Registration Number:	0969436	POLYCARBON
Registration Number:	2678528	CONDUCTOGRAPH

CORRESPONDENCE DATA

Fax Number: (310)820-5988

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (310) 207-3800

Email: dax_alvarez@bstz.com

Correspondent Name: Dax Alvarez

> **TRADEMARK REEL: 003107 FRAME: 0841**

900026838

Address Line 1: 12400 Wilshire Boulevard Address Line 2: Seventh Floor Address Line 4: Los Angeles, CALIFORNIA 90025-1030 NAME OF SUBMITTER: Dax Alvarez Signature: /dax alvarez/ 06/20/2005 Date: **Total Attachments: 5** source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif

> TRADEMARK REEL: 003107 FRAME: 0842

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 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 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 "<u>US Credit Agreement</u>"; the US Credit Agreement and the German Credit Agreement are referred to individually as a "<u>Credit Agreement</u>" and collectively as the "<u>Credit Agreements</u>");

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. <u>Grant of Security</u>. 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:

1

- (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 "<u>Trademarks</u>");
- (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. <u>Recordation</u>. 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. <u>Governing Law.</u> 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).

[The remainder of this page intentionally left blank]

2

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

Grantor:

SGL TECHNIC INC.

Name: M.E. KOKOSINSKI

Title: PRESIDENT

CHIDOCS02-625945-v1

Schedule I to the IP Security Agreement

Patents and Patent Applications

Patents

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	
5882570	US	Injection molding graphite material and thermoplastic material	March 16, 1999	March 15, 2019	
6217800	US	Graphite foam material and method of making same	April 17, 2001	April 16, 2021	
6555223	US	Graphite structure with increased flexibility	April 29, 2003	April 28, 2023	
6558782	US	Flexible graphite sheet and method of producing the same	May 6, 2003	May 5, 2023	
6620359	US	Water based method of making expanded graphite the product produced and expanded graphite polymeric pellets	September 16, 2003	September 15, 2023	

Patent Applications

Application #	Title	Country	Date
09/833,458	1. Conductive Polymers and	US	04/11/01
	Methods of Use		

Schedule II to the IP Security Agreement

Trademarks, Service Marks, applications, and registrations

Schedule II

Serial Number	Reg. Number	Work Mark	Date	Country	Status
74476099	192645 3	CAL-FOAM	October 10, 1995	US	
73291304	120837 9	FIBERGRAPH	September 14, 1982	US	
73456599	133035 5	RIGIDLOCK	April 16, 1985	US	
73456598	133152 3	RIGIDSEAL	April 23, 1985	US	
73431778	131341 4	CALGRAPH	January 8, 1985	US	
72412039	096943 6	POLYCARBON	October 2, 1973	US	
75796692	267852 8	CONDUCTOGRAPH	January 21, 2003	US	

RECORDED: 06/20/2005