

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FERRO ELECTRONIC MATERIALS INC.		06/06/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE
Street Address:	One Oxford Centre
Internal Address:	Suite 1100
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	NATIONAL ASSOCIATION:

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	236832	ZIRCOPAX
Registration Number:	433994	TICON
Registration Number:	887701	ZIROX
Registration Number:	354623	RUFLUX

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-701-7237  
 Email: cdore@mayerbrownrowe.com  
 Correspondent Name: Christopher Dore  
 Address Line 1: 71 S. Wacker Drive  
 Address Line 2: Mayer Brown Rowe & Maw LLP  
 Address Line 4: Chicago, ILLINOIS 60606-4637

OP \$115.00 236832

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	06/09/2006

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 6, 2006 (this "Agreement"), is made by FERRO ELECTRONIC MATERIALS INC., a Delaware corporation (the "Grantor"), in favor of J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (together with its successor(s) thereto in such capacity, the "Trustee") for the benefit of the Trustee and the Holders under the Indentures (collectively, the "Secured Parties").

### W I T N E S S E T H :

WHEREAS, this Agreement is made pursuant to Section 1008 of (i) that certain Indenture dated as of May 1, 1993 between Ferro Corporation (the "Company") and the Trustee (successor-in-interest to Society National Bank), as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, and (b) that certain Indenture dated as of March 25, 1998, between the Company and the Trustee (successor-in-interest to Chase Manhattan Trust Company, National Association), as the same may be amended, supplemented, amended and restated or otherwise modified from time to time (each an "Indenture" and, collectively, the "Indentures");

WHEREAS, in connection with the Indentures, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Trustee a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Trustee, on behalf of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Trustee, for the benefit of the Secured Parties, and hereby grants to the Trustee, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill

of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Trustee in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Trustee under the Security Agreement. The Security Agreement (and all rights and remedies of the Trustee thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Liens.** Upon (i) the Disposition of Trademark Collateral in accordance with the Indentures or the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Trustee will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Trustee hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Intentionally Omitted.

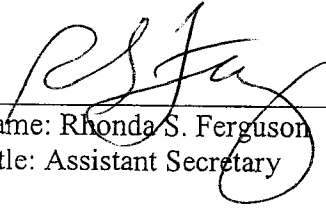
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

\* \* \* \* \*


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

FERRO ELECTRONIC MATERIALS INC.

By:

  
Name: Rhonda S. Ferguson  
Title: Assistant Secretary

J.P. MORGAN TRUST COMPANY, NATIONAL  
ASSOCIATION,  
as Trustee

By:   
Name: Bridget M. Schessler  
Title: Vice President

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SEE ATTACHED			

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None.			

Trademark Applications in Preparation

<u>Expected Country</u>	<u>Products/ Trademark</u>	<u>Docket No.</u>	<u>Filing Date</u>	<u>Services</u>
None.				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					



Material ID	Country	Mark	Status	Applicant	Filing Date	Registered	Issue Date	Owner
11816	United States	ZIRCOPAX	Registered	254213	8/31/1927	236832	12/27/1927	Ferro Electronic Materials, Inc.
11818	United States	TICON	Registered	511116	10/18/1946	433994	11/4/1947	Ferro Electronic Materials, Inc.
11820	United States	ZIROX	Registered	72/316021	1/7/1969	887701	3/17/1970	Ferro Electronic Materials, Inc.
11822	United States	RUFLUX	Registered	398067	10/2/1937	354623	2/15/1938	Ferro Electronic Materials, Inc.