

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
C/G Electrodes LLC		09/19/2008	LIMITED LIABILITY COMPANY: DELAWARE
C/G Electrodes Export, Inc.		09/19/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	800 SUPERIOR AVENUE		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2667028	ARCHITECH	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-586-1062		
Email:	aegagich@jonesday.com		
Correspondent Name:	Amy Gagich		
Address Line 1:	901 Lakeside Ave.		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	601755-185019		
NAME OF SUBMITTER:	Amy Gagich		
Signature:	/Amy Gagich/		

CH \$40.00 2667028

Date:

09/19/2008

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

dated as of

September 19, 2008,

by and among

**C/G ELECTRODES LLC
and
C/G ELECTRODES EXPORT, INC.**

as the Grantors

and

KEYBANK NATIONAL ASSOCIATION,

as Secured Party

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of September 19, 2008 is made by and among **C/G ELECTRODES LLC**, a Delaware limited liability company (the "**Borrower**"), **C/G ELECTRODES EXPORT, INC.**, a Delaware corporation ("**C/G Export**" and, together with the Borrower, collectively, the "**Grantors**") and **KEYBANK NATIONAL ASSOCIATION**, a national banking association, as agent for the benefit of the Lenders (herein in such capacity, together with its successors and assigns, the "**Secured Party**").

WHEREAS, the Borrower has entered into the Credit Agreement, dated as of the date hereof, with C/G Export, the financial institutions named therein (the "**Lenders**"), PNC Bank, National Association, as co-lead arranger, and the Secured Party, as co-lead arranger, sole-bookrunner, syndication agent and administrative agent for the Lenders (herein, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") providing, subject to the terms and conditions thereof, for certain Loans and Letters of Credit to be made available by the Lenders and the Issuing Bank, respectively, to the Borrower from time to time.

WHEREAS, to induce the Secured Party and the Lenders to enter into the Credit Agreement and to make Loans and other credit facilities available thereunder, the Grantors have agreed to execute and deliver this Agreement and to grant a security interest in the Collateral (as hereinafter defined) as security for (i) any and all Obligations of the Credit Parties in respect of the Loans and other credit facilities made available under the Credit Agreement, the Notes, the Security Documents (including this Agreement), the other Loan Documents, and any other note or notes from time to time evidencing such Loans and (ii) any and all other amounts from time to time payable by the Credit Parties to the Lenders or the Secured Party under the Credit Agreement, the Security Documents (including this Agreement), the Notes or the other Loan Documents (the obligations described in clauses (i) and (ii) being herein collectively referred to as the "**Secured Obligations**").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and other credit facilities available to the Borrower pursuant to the Credit Agreement, the parties hereto hereby agree as follows:

1. Certain Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement (as defined in the Credit Agreement).

2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Grantor hereby grants to the Secured Party, for the ratable benefit of the Lenders and other holders of the Secured Obligations, a security interest in, a general lien upon and/or a right of set-off against (whether now or hereafter owned by such

Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Grantor in and to the following (hereafter collectively called the “*Collateral*”):

a. Trademarks

i. all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

ii. all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement; provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

iii. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

iv. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

v. all registrations and recordings with respect to any of the foregoing;

vi. all reissues, extensions and renewals of any of the foregoing;

vii. all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by any Grantor in, on or about any of their plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of their plants; and all accounting information pertaining to operations in, on or about any of their plants and all media in which or on which all of the information or knowledge or data or records relating to their plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an “as necessary”

basis);

viii. all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

ix. all rights to sue for past, present or future infringements of any of the foregoing;

x. all goodwill related to any of the foregoing;

xi. to the extent not included above, all general intangibles (as such terms is defined in the Uniform Commercial Code of the State of New York) of the Grantor related to the foregoing; and

xii. all proceeds of any and all of the foregoing;

whether now existing or hereafter created or acquired, as to all items listed in paragraph 1.a.i-xii above.

3. Grant of License to Use Intangibles. For the purpose of enabling the Secured Party to exercise rights and remedies under the Security Agreement at such time as the Secured Party, without regard to this Section 3, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, each Grantor hereby grants to the Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, assign or, to the extent such Grantor has sublicensable rights a license, sublicense any of the Collateral, now owned or hereafter acquired by such Grantor, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

4. Notices. All notices or other communications hereunder shall be given in the form, manner and delivered to the addresses determined under Section 10.04 of the Credit Agreement.

5. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6. No Waiver; Cumulative Remedies. The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party

would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

7. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

8. Limitations by Law. All rights, remedies and powers provided by the Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all such provisions of the Security Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

9. Successors and Assigns. This Agreement shall be binding upon the Grantors and the Secured Party and their respective successors and permitted assigns and shall inure to the benefit of the Grantors, the Secured Party and the Lenders and their respective successors and permitted assigns, and nothing herein or in the Credit Agreement or any other Security Document or Loan Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Security Document or Loan Document.

10. Termination. The Secured Party agrees that upon the termination or expiration of the Credit Agreement and the Security Documents and the payment in full of all the Secured Obligations (other than contingent indemnity obligations), the Secured Party will, if there are no remaining Commitments or Letter of Credit Commitments outstanding which have not been cash collateralized or provided for in a manner acceptable to Secured Party in its sole discretion, upon the request and at the expense of the Grantors execute all such documents as may be reasonably requested by the Grantors to release the security interests created hereby.

11. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantors and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, among the Grantors, as debtors, and the Secured Party, as secured party for the benefit of the Lenders and other holders of Secured Obligations, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

12. Applicable Law. This Agreement shall be governed by, and be construed and

interpreted in accordance with, the internal substantive laws of the State of New York, without giving effect to principles of conflicts of laws.

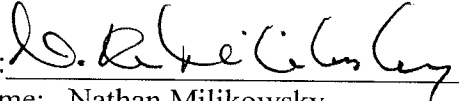
13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally effective as delivery of a manually executed counterpart of this Agreement.

14. Jury Trial Waiver. EACH GRANTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE SECURED PARTY AND THE GRANTORS ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

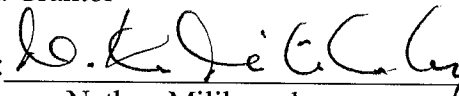
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

C/G ELECTRODES LLC,
as a Grantor

By: 
Name: Nathan Milikowsky
Title: Chairman

C/G ELECTRODES EXPORT, INC.,
as a Grantor

By: 
Name: Nathan Milikowsky
Title: Chairman

KEYBANK NATIONAL ASSOCIATION,
as Secured Party

By: _____
Name: Stephen J. Holler
Title: Senior Vice President

[Signature Page for Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

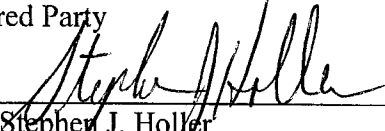
C/G ELECTRODES LLC,
as a Grantor

By: _____
Name: Nathan Milikowsky
Title: Chairman

C/G ELECTRODES EXPORT, INC.,
as a Grantor

By: _____
Name: Nathan Milikowsky
Title: Chairman

KEYBANK NATIONAL ASSOCIATION,
as Secured Party

By:  _____
Name: Stephen J. Holler
Title: Senior Vice President

[Signature Page for Trademark Security Agreement]

**Schedule A
to
Trademark Security Agreement**

I. TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.

<u>Holder</u>	<u>Trademark or Application</u>	<u>Country</u>	<u>Registration or Application No.</u>	<u>Registration or Application Date</u>
	ARCHITECH	United States	No. 2,667,028	