

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		After-Acquired Intellectual Property Security Agreement (First Supplemental Filing)	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ferro Color & Glass Corporation		03/31/2009	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National City Bank, as Collateral Agent		
<b>Street Address:</b>	1900 East Ninth Street		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2438817	CERMARK	
Registration Number:	2444691	CERMARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	030786-0375		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>Signature:</b>	/Rhonda DeLeon/		

OP \$65.00 2438817

Date:

04/02/2009

**Total Attachments: 10**

source=After-Acquired IP Security#page1.tif  
source=After-Acquired IP Security#page2.tif  
source=After-Acquired IP Security#page3.tif  
source=After-Acquired IP Security#page4.tif  
source=After-Acquired IP Security#page5.tif  
source=After-Acquired IP Security#page6.tif  
source=After-Acquired IP Security#page7.tif  
source=After-Acquired IP Security#page8.tif  
source=After-Acquired IP Security#page9.tif  
source=After-Acquired IP Security#page10.tif

AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of March 31, 2009 (as amended, supplemented or otherwise modified from time to time, the "First Supplemental Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of NATIONAL CITY BANK, as Revolving Loan Administrative Agent and Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement and the Security Agreement (each, as defined below).

WHEREAS, FERRO CORPORATION, an Ohio corporation (the "Company"), certain Subsidiaries of the Company from time to time party thereto (each, a "Designated Borrower"), the various financial institutions and other Persons from time to time party thereto, CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Term Loan Administrative Agent, NATIONAL CITY BANK, as Revolving Loan Administrative Agent and Collateral Agent, KEYBANK NATIONAL ASSOCIATION, as Documentation Agent and CITIGROUP GLOBAL MARKETS INC., as Syndication Agent have entered into an Amended and Restated Credit Agreement, dated as of June 8, 2007 (as otherwise amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, it is a condition to the making of Loans and the issuance of, and participation in, Letters of Credit, under the Credit Agreement that each Grantor shall have executed and delivered that certain Pledge and Security Agreement, dated as of June 6, 2006, in favor of the Collateral Agent (as otherwise amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property Collateral, including but not limited to after-acquired Intellectual Property Collateral of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, the Patent Security Agreement, dated as of June 6, 2006, by the Company, was recorded against certain United States Intellectual Property, with the U.S. Patent and Trademark Office on June 7, 2006, at Reel/Frame No. 17730/0594; the Patent Security Agreement, dated as of June 6, 2006, by FERRO COLOR & GLASS CORPORATION, a Pennsylvania corporation, was recorded against certain United States Intellectual Property, with the U.S. Patent and Trademark Office on June 8, 2006, at Reel/Frame No. 17746/0042; the Patent Security Agreement, dated as of June 6, 2006, by FERRO ELECTRONIC MATERIALS

INC., a Delaware corporation, was recorded against certain United States Intellectual Property, with the U.S. Patent and Trademark Office on June 8, 2006, at Reel/Frame No. 17746/0062;

WHEREAS, the Trademark Security Agreement, dated as of June 6, 2006, by the Company, was recorded against certain United States Intellectual Property, with the U.S. Patent and Trademark Office on June 7, 2006, at Reel/Frame No. 3323/0286; the Trademark Security Agreement, dated as of June 6, 2006, by FERRO COLOR & GLASS CORPORATION, a Pennsylvania corporation, was recorded against certain United States Intellectual Property, with the U.S. Patent and Trademark Office on June 7, 2006, at Reel/Frame No. 3323/0203; the Trademark Security Agreement, dated as of June 6, 2006, by FERRO ELECTRONIC MATERIALS INC., a Delaware corporation, was recorded against certain United States Intellectual Property, with the U.S. Patent and Trademark Office on June 7, 2006, at Reel/Frame No. 3323/0164;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all domestic and foreign patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, all certificates of invention or similar property rights (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all patent licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringement thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all

improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all domestic and foreign copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all copyright licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the “Copyrights”);

(d) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark Collateral or Trade Secret Collateral, (B) any right under any Patent Collateral, and (C) any right under any Copyright Collateral, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This First Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This First Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This First Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security

Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Supplemental Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

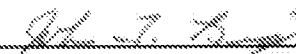
*[Signature Page to Follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this First Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

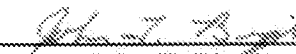
FERRO CORPORATION

By:   
Name: John T. Bingle  
Title: Treasurer

FERRO COLOR & GLASS CORPORATION

By:   
Name: John T. Bingle  
Title: Treasurer


FERRO PFANSTIEHL LABORATORIES, INC.

By:   
Name: John T. Bingle  
Title: Treasurer

SOLICITORS, 003554, 000059, 102735445.1, IP Security Agreement Signature Page

Accepted:

NATIONAL CITY BANK,  
as Collateral Agent

By:   
Name: Robert S. Coleman  
Title: Senior Vice President



SCHEDULE I  
to  
AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT  
U.S. PATENTS

Owner: Ferro Corporation

Ferro Corporation Title	Application No. Filing Date	Patent No. Issue Date
Method of manufacturing article including melting thermosetting-power	07/217230 7/11/1988	5089076 2/18/1992
Fluorocarbon powder paints	07/277013 11/28/1988	4916188 4/10/1990
Dielectric composition having controlled thermal expansion	07/309517 2/10/1989	4961998 10/9/1990
Coating composition for use in preparing metallized articles	07/318478 3/3/1989	4902759 2/20/1990
Molded vinyl halide resin (PVC) flooring compositions having reduced water absorption	07/357991 5/30/1989	4925883 5/15/1990
Articles including thermosetting-powder surface-coatings	07/751310 8/28/1991	5300174 4/5/1994
Polyester-acrylic graft polymers for use in powder coatings	07/829510 2/3/1992	5280089 1/18/1994
Thermosetting glycidyl modified acrylic powder coatings	07/941240 9/4/1992	5270416 12/14/1993
Powder coating composition comprising unsaturated polyesters and uses thereof	09/075965 5/11/1998	6194525 2/27/2001
Slurry for chemical mechanical polishing silicon dioxide	09/456612 12/8/1999	6468910 <sup>1</sup> 10/22/2002
Slurry for chemical mechanical polishing silicon dioxide	09/526286 3/15/2000	6491843 <sup>2</sup> 12/10/2002
White enamel for aluminized or galvanized steel	09/932472 8/17/2001	6566289 <sup>3</sup> 5/20/2003
X7R dielectric composition	10/440051 5/16/2003	6828266 12/7/2004
Slurry for chemical mechanical polishing silicon dioxide	10/617510 7/11/2003	7091164 <sup>4</sup> 8/15/2006
Methods of forming and detecting non-visible marks and articles marked in	10/597781	

<sup>1</sup> Jointly owned with Eastman Kodak Company and Clarkson University.

<sup>2</sup> Jointly owned with Eastman Kodak Company and Clarkson University.

<sup>3</sup> Owned by Ferro Corporation, but chain of title reflects subsequent recordation of assignment to Ferro France – S.A.R.L. by inventors.

<sup>4</sup> Jointly owned with Eastman Kodak Company and Clarkson University.

Ferro Corporation Title	Application No. Filing Date	Patent No. Issue Date
accordance with the methods	6/17/2005	
Substantially spherical composite ceria/titania particles	11/380980 <sup>5</sup> 5/1/2006	
Porcelain Enamel Having A Metallic Appearance	10/585526 5/10/2006	
Butly lactate emulsions for the precipitation of water-insoluble drug nanoparticles	11/420035 5/24/2006	
Synthesis of Nickel Nanopowders	11/462729 08/07/2006	
Method Of Making Multilayer Structures Using Tapes On Non-Densifying Substrates	11/468798 8/31/2006	
Extended Firing Range Enamels To Produce Frost Effects	10/599370 9/7/2006	
Lead-Free And Cadmium-Free Conductive Copper Thick Film Pastes	11/609998 12/13/2006	
Cog dielectric composition for use with nickel electrodes	10/599925 12/13/2006	
X8R Dielectric Composition For Use With Nickel Electrodes	11/623905 1/17/2007	
Auto-stopping slurries for chemical-mechanical polishing of topographic dielectric silicon dioxide	11/678248 2/23/2007	
Wood-Polymer Composites And Additive Systems Therefor	11/679216 2/27/2007	
Slurry composition and method for polishing organic polymer-based ophthalmic substrates	11/689543 3/22/2007	7467988 12/23/2008
Polishing composition and method for high selectivity polysilicon cmp	11/744539 5/4/2007	
Method For The Production Of Porous Particles	11/748095 5/14/2007	
Forehearth Concentrate And Method For Opalization Of Glass	11/758273 6/5/2007	
Solar Cell Contacts Containing Aluminum and At Least One of Boron, Titanium, Nickel, Tin, Silver, Gallium, Zinc Indium and Copper	11/774632 07/09/2007	
Ultra Low-Emissivity (Ultra Low E) Silver Coating	11/781982 7/24/2007	
Special Effect Pigments	11/995001 7/25/2007	
Thick Film Pastes for Fire Through Application in Solar Cells	11/846552 08/29/2007	
Supercritical fluid extraction produced by in-line homogenization	12/017414 1/22/2008	
Methods for the purification of polymers	12/017399	

<sup>5</sup> Jointly owned with Nanocerox, Inc.

Ferro Corporation Title	Application No. Filing Date	Patent No. Issue Date
	1/22/2008	
Chemical-Mechanical Polishing Compositions Containing Aspartame And Methods Of Making And Using The Same	12/104798 4/17/2008	
Thick Film Conductor Formulations Comprising Silver and Nickel or Silver and nickel Alloys and Solar Cells Made Therefrom	12/097823 04/24/2008	
Method For Producing Solid-Lipid Composite Drug Particles	12/124518 5/21/2008	
Asymmetric Cyclic Diester Compounds	61/060520 06/11/2008	
Zinc Containing Glasses and Enamels	12/170530 07/10/2008	
Hot-Melt Sealing Glass Compositions and Methods of Making and Using the Same	61/081051 07/16/2008	
Chemical-Mechanical Polishing Compositions Containing Vanillic Acid And Methods of Making and Using the Same	61/096380 09/12/2008	
Chrome Pigments	12/210453 09/15/2008	
Electrically Conductive Polymeric Composition	61/107371 10/22/2008	
Layered Contact Structure For Solar Cells	12/298956 10/29/2008	
Zinc Containing Glasses and Enamels	12/265199 11/05/2008	
Method for the Preferential Polishing of Silicon Nitride Versus Silicon Oxide	12/266595 11/07/2008	
Additives and Improved Pigments for Dry Coloring of Ceramic Bodies	61/121926 12/12/2008	
Zinc Containing Glasses and Enamels	12/368331 02/10/2009	

Owner: Ferro Color & Glass Corporation

Ferro Color & Glass Corporation Title	Application No. Filing Date	Patent No. Issue Date
Silver containing conductive coatings	08/113666 8/31/1993	5346651 9/13/1994
Silver containing conductive coatings	08/240489 5/10/1994	5417745 5/23/1995
Lead-free glass frits for ceramic enamels	08/447055 5/22/1995	5559059 9/24/1996
Partially crystallizing ceramic enamel composition containing bismuth silicate, and use thereof	08/569905 12/8/1995	5714420 2/3/1998
Partially crystallizing enamel containing crystalline zinc borate seed material	08/637445 4/25/1996	5677251 10/14/1997
Partially crystallizing lead-free enamel composition for automobile glass	08/784924	5783507

Ferro Color & Glass Corporation Title	Application No. Filing Date	Patent No. Issue Date
	1/16/1997	7/21/1998
Partially crystallizing enamel containing crystalline zinc borate seed material	09/022477 2/12/1998	5900319 5/4/1999
Lead-free alkali metal-free glass compositions	09/205287 12/4/1998	6255239 7/3/2001

Owner: Ferro Pfanstiehl Laboratories, Inc.


Ferro Pfanstiehl Laboratories, Inc. Title	Application No. Filing Date	Patent No. Issue Date
Dicreatine citrate and tricreatine citrate and method of making same	09/563980 5/3/2000	6211407 4/3/2001

### U.S. TRADEMARKS

Owner: Ferro Corporation

Ferro Corporation Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
RUFLUX	1	77342206 03-DEC-2007	3559830 13-JAN-2009
TRANSELCO	1, 3	73108528 06-DEC-1976	1135382 20-MAY-1980
ZIRMONTE	6	74020786 22-JAN-1990	1623268 20-NOV-1990

Owner: Ferro Color & Glass Corporation

Ferro Color & Glass Corporation Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
CERMARK	1, 2, 21, 40	75393958 21-NOV-1997	2438817 27-MAR-2001
	1, 2, 21, 40	75405646 15-DEC-1997	2444691 17-APR-2001

### U.S. COPYRIGHTS

Owner: Thick Film Systems, division of Ferro Corporation

Title	Registration No. Registration Date
TFS Thick film metalization covers the photovoltaic world	VA0000208219 1985-09-04