

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hexcel Corporation		05/21/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas, as Administrative Agent
<b>Street Address:</b>	60 Wall Street, NYC60-0208
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005-2858
<b>Entity Type:</b>	Chartered Bank: NEW YORK

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Serial Number:	77636366	ACOUSTI-CAP
Serial Number:	77362875	ACOUSTI-CAP
Serial Number:	78177499	CR III
Serial Number:	75057745	CR-PAA
Serial Number:	73028130	FIBRELAM
Serial Number:	76558774	FLEX-CORE
Serial Number:	76117925	HEX-3R
Serial Number:	73527619	HEXCEL
Serial Number:	76321379	HEXCEL
Serial Number:	76349442	HEXCEL
Serial Number:	78729937	HEXCEL
Serial Number:	76351660	HEXCOAT
Serial Number:	76179493	HEXFIT
Serial Number:	75883901	HEXFLOW

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Serial Number:	77691991	HEXFORCE
Serial Number:	75574710	HEXFORM
Serial Number:	75769425	HEXMC
Serial Number:	76161322	HEXPLY
Serial Number:	77725555	HEXTOOL
Serial Number:	77126738	HEXTOW
Serial Number:	75769248	HEXWEB
Serial Number:	76469695	HRH
Serial Number:	72433173	MAGNAMITE
Serial Number:	77306249	POLYSPEED
Serial Number:	75399926	REDUX
Serial Number:	72196157	TUBE-CORE

**CORRESPONDENCE DATA**

Fax Number: (415)984-8701  
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ATTORNEY DOCKET NUMBER:	0212403-966
NAME OF SUBMITTER:	Alexandra C. Echery
Signature:	/ace/
Date:	05/21/2009

**Total Attachments: 13**

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**TRADEMARK**

## GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST**, dated as of May 21, 2009 is entered into by **HEXCEL CORPORATION**, a Delaware corporation (“**Grantor**”), in favor of **DEUTSCHE BANK TRUST COMPANY AMERICAS**, as Administrative Agent for and representative of the Beneficiaries (in such capacity, “**Secured Party**”).

**WHEREAS**, Hexcel Corporation, a Delaware corporation (“**Company**”), has entered into a Credit Agreement dated as of May 21, 2009 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, “**Lenders**”), Banc of America Securities LLC, as syndication agent for Lenders, as a joint book manager and as a joint lead arranger, Deutsche Bank Securities Inc., as a joint book manager and as a joint lead arranger, HSBC Bank USA, National Association, as a documentation agent, RBS Citizens, N.A., as a documentation agent, Toronto Dominion (New York) LLC, as a documentation agent, and Secured Party, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company or a Subsidiary of Company may from time to time enter, or may from time to time have entered, into one or more Lender Swap Agreements with one or more Swap Counterparties; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of May 21, 2009 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined), among Grantor, Secured Party and the other grantors named therein, Grantor has granted to Secured Party a continuing security interest and continuing lien on the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing, whether now owned or hereafter acquired and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied

for Trademarks in the United States and any state thereof and in foreign countries (including, without limitation, the United States registrations and United States applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the use of and connected with Trademarks; and

(ii) all proceeds thereof, such as, by way of example and not by limitation, license royalties and proceeds of infringement suits.

Notwithstanding the foregoing, the Trademark Collateral shall not include and Grantor shall not be deemed to have granted a security interest in: (i) any applications for trademarks or service marks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), at which point such trademark or service mark application shall be considered automatically included in the Trademark Collateral, or (ii) any of Grantor's rights or interests in or under, any lease, license, contract, permit, Instrument, Security, agreement or franchise to which Grantor is a party or any of its rights or interests thereunder if and for so long as and to the extent that the grant of such security interest would constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, such lease, license, contract, permit, Instrument, Security, agreement or franchise (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or under any other applicable law (including the Bankruptcy Code) or principles of equity); provided however, that, with respect to the foregoing clause (ii), the security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, or unenforceability shall be remedied or shall cease to exist and, to the extent severable, shall attach immediately to any portion of any such lease, license, contract, permit, Instrument, Security, agreement or franchise that does not result in any of the consequences set forth in subsection (A) or (B) above.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 are incorporated by reference herein as if fully set forth herein.

**THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officers thereunto duly authorized as of the date hereof.

**HEXCEL CORPORATION**

By: 

Name: Wayne C. Pensky

Title: Senior Vice President and Chief Financial Officer

**SCHEDULE A**  
**TO**  
**GRANT OF TRADEMARK SECURITY INTEREST**

MARK/TITLE	STATUS	COUNTRY NAME	APPLICATION NUMBER	DATE FILED	REG DATE	REGISTRATION NUMBER	OWNER	TM CLASS
FOREIGN INFORMATION REDACTED								

SF1:766123.2







MARK/TITLE	STATUS	COUNTRY NAME	APPLICATION NUMBER	DATE FILED	REG DATE	REGISTRATION NUMBER	OWNER	TM CLASS
<i>Foreign Information Redacted</i>								

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<i>Foreign information redacted</i>								

SF1:766123.2





MARK / TITLE	STATUS	COUNTRY NAME	APPLICATION NUMBER	DATE FILED	REG DATE	REGISTRATION NUMBER	OWNER	TM CLASS
		America		85			(DEL)	
HEXCEL AND DESIGN	Registered	United States of America	76321379	4-Oct-01	7-Jan-03	2671601	Hexcel Corporation (DEL)	24, 22
HEXCEL AND DESIGN	Registered	United States of America	76349442	14-Dec-01	8-Jul-03	2734006	Hexcel Corporation (DEL)	12, 17, 6
HEXCEL AND DESIGN	Registered	United States of America	78729937	10-Oct-05	17-Oct-06	3157655	Hexcel Corporation (DEL)	1
HEXCOAT	Registered	United States of America	76351660	21-Dec-01	29-Jul-03	2744298	Hexcel Corporation (DEL)	1
HEXFIT	Registered	United States of America	76179493	11-Dec-00	6-Apr-04	2830362	Hexcel Corporation (DEL)	17
HEXFLOW	Registered	United States of America	75883901	30-Dec-99	10-Dec-02	2660046	Hexcel Corporation (DEL)	1
HEXFORCE	Pending	United States of America	77691991	16-Mar-09			Hexcel Corporation (DEL)	17
HEXFORM	Registered	United States of America	75574710	22-Oct-98	5-Mar-02	2545169	Hexcel Corporation (DEL)	17, 24
HEXMC	Registered	United States of America	75769425	6-Aug-99	9-Apr-02	2559526	Hexcel Corporation (DEL)	17
HEXPLY	Registered	United States of America	76161322	6-Nov-00	25-Nov-03	2786920	Hexcel Corporation (DEL)	17
HEXTOL	Pending	United States of America	77725555	29-Apr-09			Hexcel Corporation (DEL)	17
HEXTOW	Registered	United States of America	77126738	9-Mar-07	1-Jul-08	3458979	Hexcel Corporation (DEL)	17, 22
HEXWEB	Registered	United States of America	75769248	6-Aug-99	21-May-02	2571894	Hexcel Corporation (DEL)	6, 17
HRH	Registered	United States of America	76469695	15-Nov-02	2-Sep-03	2758742	Hexcel Corporation (DEL)	17
MAGNAMITE	Registered	United States of America	72433173	18-Aug-72	11-Sep-73	967912	Hexcel Corporation (DEL)	22
POLYSPEED	Registered	United States of America	77306249	17-Oct-07	19-Aug-08	3487662	Hexcel Corporation (DEL)	17
REDUX	Registered	United States of America	75399926	4-Dec-97	20-Apr-99	2240474	Hexcel Corporation (DEL)	1
TUBE-CORE	Registered	United States of America	72196157	22-Jun-64	12-Jan-65	783342	Hexcel Corporation (DEL)	6

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