

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rain CII Carbon LLC		12/03/2010	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	225 Asylum Street		
Internal Address:	23rd Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1724837	TI-COKE	
Registration Number:	3621696	RAIN CII RAIN CII CARBON LLC	
Registration Number:	3621695	RAIN CII	
Registration Number:	3621694	RAIN CII	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	029714-0039		

900183464

TRADEMARK
REEL: 004470 FRAME: 0622

CH \$115.00 1724837

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	12/07/2010
<p>Total Attachments: 9</p> <p>source=Rain - Executed IP Security Agreement#page1.tif</p> <p>source=Rain - Executed IP Security Agreement#page2.tif</p> <p>source=Rain - Executed IP Security Agreement#page3.tif</p> <p>source=Rain - Executed IP Security Agreement#page4.tif</p> <p>source=Rain - Executed IP Security Agreement#page5.tif</p> <p>source=Rain - Executed IP Security Agreement#page6.tif</p> <p>source=Rain - Executed IP Security Agreement#page7.tif</p> <p>source=Rain - Executed IP Security Agreement#page8.tif</p> <p>source=Rain - Executed IP Security Agreement#page9.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of December 3, 2010, is made by and among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with its permitted successors and assigns, the “**Collateral Agent**”) for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, RAIN CII CARBON LLC, a Louisiana limited liability company (the “**Issuer**”), CII CARBON CORP., a Delaware corporation (the “**Co-Issuer**”), the subsidiaries of the Issuer from time to time party thereto, the Notes Trustee (as defined therein), the other Secured Debt Representatives from time to time party thereto and the Collateral Agent have entered into a Collateral Agency Agreement dated as of December 3, 2010 (as amended, amended and restated, waived, renewed, replaced, restructured, supplemented or otherwise modified from time to time, the “**Collateral Agency Agreement**”).

WHEREAS, as a condition precedent to the Secured Parties making their respective extensions of credit and other accommodations as set forth in the Second Lien Documents, each Grantor has executed and delivered that certain Pledge and Security Agreement dated as of December 3, 2010 by and among the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the U.S. Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined in this IP Security Agreement, capitalized terms herein shall have the meanings ascribed to them in the Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor’s right, title and interest in and to the following property of such Grantor, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the “**Collateral**”):

- (1) all U.S. patents, patent applications, utility models and statutory invention registrations, together with all inventions claimed or disclosed therein and

all improvements thereto, including the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(2) all U.S. trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, fictitious business names, corporate names, certification marks, collective marks and other source identifiers, whether registered or unregistered, including the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in any United States intent-to-use trademark application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use trademark application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the “**Trademarks**”);

(3) all U.S. copyrights (whether or not the underlying works of authorship have been published), including copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(4) all registrations and applications for registration for any of the foregoing, including those registrations and applications for registration set forth in Schedules A, B and C hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(5) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(6) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing Collateral.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

SECTION 7. Collateral Agency Agreement. **Reference is made to the Collateral Agency Agreement. Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Collateral Agency Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Collateral Agency Agreement, (iii) authorizes (or is deemed to authorize) the Collateral Agent on behalf of such Person to enter into, and perform under, the Collateral Agency Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Collateral Agency Agreement was delivered, or made available, to such Person.**

Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Collateral Agency Agreement and, to the extent provided therein, the applicable Security Documents (as defined in the Collateral Agency Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Collateral Agency Agreement, the provisions of the Collateral Agency Agreement shall control.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

RAIN CII CARBON LLC,

By 

Name: Gerard Sweeney

Title: President

Address for Notices:

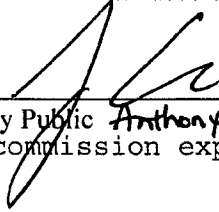
2627 Chestnut Ridge Road, Suite 200
Kingwood, Texas 77339
United States

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 2nd day of December, 2010 before me personally appeared Gerard Sweeney, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rain CII Carbon, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public Anthony Corelli
My commission expires 03/31/2013

[Signature Page for IP Security Agreement]

TRADEMARK
REEL: 004470 FRAME: 0627

CII CARBON CORP.,

By

Name: Gerard Sweeney

Title: President

Address for Notices:

2627 Chestnut Ridge Road, Suite 200
Kingwood, Texas 77339
United States

STATE OF Connecticut

COUNTY OF Fairfield

ss.

On this 2nd day of December, 2009 before me personally appeared Gerard Sweeney, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CII Carbon, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public Anthony Corelli

My commission expires 03/31/2013

[Signature Page for IP Security Agreement]

TRADEMARK
REEL: 004470 FRAME: 0628

Accepted and Agreed:

U.S. BANK NATIONAL
ASSOCIATION, as Collateral Agent

By 
Name: _____
Title: **Michael M. Hopkins**
Vice President

Address for Notices:

225 Asylum Street, 23rd Floor
Hartford, CT 06103
United States

**Schedule A to the
Intellectual Property Security Agreement**

PATENTS

<u>Pledgor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Rain CII Carbon LLC [jointly assigned to Century Aluminum Company]	“Electrodes Useful for Molten Salt Electrolysis of Aluminum Oxide to Aluminum”	U.S.	U.S. Pat. No. 7,141,149	10/874,508	6/22/2004	11/28/2006
Rain CII Carbon LLC [jointly assigned to Century Aluminum Company]	“Electrodes Useful for Molten Salt Electrolysis of Aluminum Oxide to Aluminum”	U.S.	U.S. Pat. No. 7,534,328	11/540419	9/29/2006	5/19/2009

Schedule B to the
Intellectual Property Security Agreement

TRADEMARKS

<u>Pledgor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Filing Date / Registration Date</u>
Rain CII Carbon LLC	TI-COKE	U.S.	Reg. No. 1724837	04/24/1991 10/20/1992
Rain CII Carbon LLC	RAIN CII RAIN CII CARBON LLC (stylized or with design)	U.S.	Reg. No. 3621696	03/20/2008 05/19/2009
Rain CII Carbon LLC	RAIN CII (stylized or with design)	U.S.	Reg. No. 3621695	03/20/2008 05/19/2009
Rain CII Carbon LLC	RAIN CII	U.S.	Reg. No. 3621694	03/20/2008 05/19/2009

**Schedule C to the
Intellectual Property Security Agreement**

COPYRIGHTS

None.