

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement IP Supplement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hexcel Corporation		10/07/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 S. Tryon Street, NC1-002-15-36		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85084743	HEXCURVE	
Serial Number:	85086951	SUPERFIT	
CORRESPONDENCE DATA			
Fax Number:	(704)444-8807		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-343-2161		
Email:	geikenberry-wray@mcguirewoods.com		
Correspondent Name:	Gina Eikenberry-Wray, NCCP		
Address Line 1:	201 N Tryon Street		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2035199-0050		
NAME OF SUBMITTER:	Gail A. Balcerzak		
Signature:	/Gail A. Balcerzak/		

OP \$65.00 85084743

900195133

TRADEMARK
REEL: 004567 FRAME: 0440

Date:

06/22/2011

Total Attachments: 2

source=BofA - Hexcel Corporation Security Agreement IP Supplement#page1.tif

source=BofA - Hexcel Corporation Security Agreement IP Supplement#page2.tif

IP SUPPLEMENT

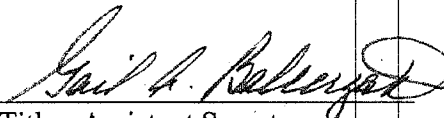
This **IP SUPPLEMENT NO 1**, dated as of October 7, 2010 is delivered by **HEXCEL CORPORATION**, a Delaware corporation (the "**Grantor**"), pursuant to and supplements (i) the Security Agreement, dated as of July 9, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Hexcel Corporation, Grantor, the other grantors named therein, and Bank of America, N.A., as Administrative Agent (the "**Administrative Agent**") for the Secured Parties, and (ii) the Grant of Trademark Security Interest and the Grant of Patent Security Interest dated as of July 9, 2010 (the "**Grant**") executed by Grantor. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grant.

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 Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, Grantor grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral and Patent Collateral set forth on Schedule A annexed hereto. All such Trademark Collateral and Patent Collateral shall be deemed to be part of the Trademark Collateral or Patent Collateral, as the case may be, and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and Patent 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.

IN WITNESS WHEREOF, Grantor has caused this IP Supplement No. 1 to be duly executed and delivered by its officer thereunto duly authorized as of the date hereof.

HEXCEL CORPORATION

By: 
Title: Assistant Secretary

**SCHEDULE A
TO
IP SUPPLEMENT NO. 1**

Patent Applications

Title	Country	Application No./ Date Filed	Grant No. / Date Issued
Machinable composite material	U.S.	12/856,210 08/13/2010	
Resin compositions with high thermoplastic loading	U.S.	12/838,713 07/19/2010	

Issued Patents

Title	Country	Application No./ Date Filed	Grant No/ Date Issued
Carbon fibers having improved strength and modulus and an associated method and apparatus for preparing same	U.S.	11/562,867 11/22/2006	7,749,479 7/6/2010

Trademark Application

Title	Country	Application No./ Date Filed	Registration No. / Date Issued
HEXCURVE	U.S.	85/084743 07/14/2010	
SUPERFIT	U.S.	85/086951 07/16/2010	

U:\Credit Agmt 2010\IP Supplements\IP Supplement 2010 Q3.docx