

Form PTO-1594 (Rev. 11-08)

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TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Orion Engineered Carbons GmbH

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Company

Citizenship (see guidelines) GermanyAdditional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance /Execution Date(s):**Execution Date(s) September 9, 2011

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes ☐ NoName: UBS Limited

Internal _____

Address: _____

Street Address: 1 Finsbury AvenueCity: London

State: _____

Country: United KingdomZip: EC2M 2PP

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Bank Citizenship United KingdomIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s)

See Attached.

B. Trademark Registration No.(s)

See Attached.

Additional sheet(s) attached? ☒ Yes ☐ No**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):****5. Name & address of party to whom correspondence concerning document should be mailed:**Name: CT Lien Solutions

Internal Address: _____

Street Address: 187 Wolf Rd Ste 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049

Email Address: _____

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165-

- ☒ Authorized to be charged to
☐ Enclosed

8. Payment Information:Deposit Account Number 5683Authorized User Name 10/12**9. Signature:**Shawn Wang
Signature

September 12, 2011

Date

Shawn Wang, Linklaters LLP, 1345 Avenue of the Americas, New York, NY 10105

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 57Documents to be recorded (including cover sheet) should be faxed to (571) 273-8140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 1790904

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

6 total

CC	Country	Trademark	MMA-Countries	Registration date	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
DE	Germany	DERUSSOL		4/11/1951	606 466	under opposition	Evonik Carbon Black GmbH	
WO	International	DERUSSOL	AT, BA, BX, CH, CZ, DE, EG, ES, FR, HR, HU, IT, LI, MA, MC, ME, MK, PT, RO, RS, SI, SK, SM, VN	5/31/1968	346 412		Evonik Carbon Black GmbH	
CN	China	DUREX (chin.)		2/21/2010	6135666		Evonik Degussa GmbH	01.07.2011
CN	China	DUREX (chin.)		2/21/2010	6135661		Evonik Degussa GmbH	01.07.2011
CN	China	DUREX			6135654		Evonik Degussa GmbH	01.07.2011
CN	China	DUREX		2/21/2010	6135655		Evonik Degussa GmbH	01.07.2011
DE	Germany	DUREX		5/29/1953	638 959		Evonik Carbon Black GmbH	

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DK	Denmark	DUREX		10/15/1960	VR024321960		Evonik Carbon Black GmbH	
FI	Finland	DUREX		1/20/1961	36166		Evonik Degussa GmbH	26.04.2011
GR	Greece	DUREX		7/17/1939	23693		Evonik Degussa GmbH	18.05.2011
IE	Ireland	DUREX		5/3/1988	120880		Evonik Carbon Black GmbH	
IL	Israel	DUREX		5/5/1991	63854		Evonik Carbon Black GmbH	
PL	Poland	DUREX		3/11/1988	R62043		Evonik Carbon Black GmbH	
RU	The Russian Federation	DUREX		2/23/1987	80762		Evonik Carbon Black GmbH	
SE	Sweden	DUREX		2/20/1959	86560		Evonik Degussa GmbH	04.05.2011

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CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
TR	Turkey	DUREX		5/21/1959	78999		Evonik Carbon Black GmbH	
WO	International	DUREX	AT, BA, BG, BX, CH, CZ, DE, EG, FR, HR, HU, IT, LI, MA, MC, ME, MK, RO, RS, SI, SK, SM, VN	4/23/1959	2R219 381		Evonik Carbon Black GmbH	
CN	China	CORAX (chin.)		3/28/2010	6554922		Evonik Degussa GmbH	01.07.2011
CN	China	CORAX (chin.)		3/28/2010	6554921		Evonik Degussa GmbH	01.07.2011
CN	China	CORAX (chin.)			6554920		Evonik Degussa GmbH	01.07.2011
AR	Argentina	CORAX		5/31/1994	2001977		Evonik Degussa GmbH	06.06.2011
AU	Australia	CORAX		3/21/1994	A625382		Evonik Carbon Black GmbH	

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WO	International	CORAX	BG, BY, CU, KZ, RU, UA, VN	2/22/1991	567 730		Evonik Carbon Black GmbH	
BR	Brazil	CORAX		8/25/1992	815756798		Degussa AG	14.07.2011
BW	Botswana	CORAX		3/2/1988	10201		Evonik Degussa GmbH	
CA	Canada	CORAX		5/17/1985	302788		Evonik Carbon Black GmbH	
CD	Democratic Republic of Congo	CORAX		11/20/1986	811/86		Degussa AG	21.07.2011
CL	Chile	CORAX		3/27/1991	598.468		Evonik Degussa GmbH	27.05.2011
CN	China	CORAX		7/30/1984	211096		Evonik Degussa GmbH	01.07.2011
DE	Germany	CORAX		3/10/1953	635 501		Evonik Carbon Black GmbH	
EM	European Community	CORAX		10/22/2001	001834571		Evonik Carbon Black GmbH	

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GH	Ghana	CORAX		10/6/1986	23665		Evonik Degussa GmbH	17.05.2011
HK	Hong Kong	CORAX (chin.)		2/13/2008	301050579		Evonik Carbon Black GmbH	
ID	Indonesia	CORAX		3/28/2002	502949		Evonik Degussa GmbH	06.06.2011
IL	Israel	CORAX		5/7/1990	62448		Evonik Carbon Black GmbH	
IL	Israel	CORAX		11/20/1989	62449		Evonik Carbon Black GmbH	
IN	India	CORAX		3/19/2001	547384		Evonik Degussa GmbH	18.05.2011
JP	Japan	CORAX		6/2/2000	4388220		Evonik Carbon Black GmbH	
KE	Kenya	CORAX		1/20/1987	34672		Evonik Degussa GmbH	12.05.2011
KR	The Republic of Korea	CORAX		4/19/2000	468349		Evonik Carbon Black GmbH	

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LK	Sri Lanka	CORAX		10/19/1993	68286		Evonik Degussa GmbH	
LK	Sri Lanka	CORAX		10/19/1993	68265		Evonik Degussa GmbH	
LK	Sri Lanka	CORAX		10/19/1993	68264		Evonik Degussa GmbH	
MW	Malawi	CORAX		9/25/1986	22486		Evonik Degussa GmbH	10.05.2011
MX	Mexico	CORAX		11/18/1994	479722		Evonik Degussa GmbH	07.06.2011
MY	Malaysia	CORAX		3/19/1991	91001678		Evonik Degussa GmbH	
NA	Namibia	CORAX		4/17/1987	860686SWA		Evonik Carbon Black GmbH	
NG	Nigeria	CORAX		10/10/1986	50622		Evonik Carbon Black GmbH	
NO	Norway	CORAX		10/29/1992	153127		Evonik Carbon Black GmbH	

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NZ	New Zealand	CORAX		11/16/1994	208813		Evonik Carbon Black GmbH	
OA	OAPI	CORAX		10/28/1986	26766		Evonik Degussa GmbH	
PH	Philippines	CORAX		8/22/1995	61448		Evonik Carbon Black GmbH	
PK	Pakistan	CORAX		3/21/1990	106164		Evonik Degussa GmbH	30.05.2011
SG	Singapore	CORAX		3/22/1994	226094		Evonik Degussa GmbH	09.05.2011
SZ	Swaziland	CORAX		1/15/1988	221988		Evonik Carbon Black GmbH	
TH	Thailand	CORAX		4/19/1991	135689		Evonik Degussa GmbH	13.07.2011
TN	Tunisia	CORAX		7/18/1995	EE950981		Evonik Carbon Black GmbH	
TR	Turkey	CORAX		3/14/1997	182976		Evonik Carbon Black GmbH	

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TW	Taiwan	CORAX		1/16/1998	791978		Evonik Carbon Black GmbH	
TZ	Tanzania	CORAX		9/30/1986	20053		Evonik Degussa GmbH	26.05.2011
UG	Uganda	CORAX		11/23/1987	16629		Evonik Degussa GmbH	22.06.2011
US	U.S.A.	CORAX		8/31/1993	1790904		Evonik Carbon Black GmbH	
VE	Venezuela	CORAX		6/10/1994	160038		Evonik Degussa GmbH	25.05.2011
WO	International	CORAX	AT, BA, BX, CH, CZ, DZ, EG, ES, FR, HR, HU, IT, LV, MA, ME, MK, PT, RO, RS, RU, SI, SK	7/4/1955	2R186 011		Evonik Carbon Black GmbH	
ZA	South Africa	CORAX		12/14/1987	863698		Evonik Carbon Black GmbH	

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ZA	South Africa	CORAX		12/14/1987	863699		Evonik Carbon Black GmbH	
ZM	Zambia	CORAX		7/31/1987	18686		Evonik Degussa GmbH	17.05.2011
ZW	Zimbabwe	CORAX		12/29/1986	64486		Evonik Degussa GmbH	17.05.2011
AE	United Arab Emirates	PRINTEX		6/8/2011			Evonik Carbon Black GmbH	
AE	United Arab Emirates	PRINTEX					Evonik Carbon Black GmbH	
IL	Israel	PRINTEX		2/3/1993	74162		Evonik Carbon Black GmbH	
JP	Japan	PRINTEX		9/29/1983	1615176		Evonik Carbon Black GmbH	
AL	Albania	PRINTEX		3/28/1990	4645		Evonik Carbon Black GmbH	

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AR	Argentina	PRINTEX		8/11/1978	1708945		Evonik Degussa GmbH	06.06.2011
AR	Argentina	PRINTEX		8/4/1978	1708944		Evonik Degussa GmbH	06.06.2011
AU	Australia	PRINTEX		6/6/1975	267335		Evonik Carbon Black GmbH	
BR	Brazil	PRINTEX		12/21/1999	819905887		Degussa AG	14.07.2011
CA	Canada	PRINTEX		1/10/1986	310396		Evonik Carbon Black GmbH	
CL	Chile	PRINTEX					Evonik Carbon Black GmbH	
CN	China	PRINTEX		4/13/1998	1166311		Evonik Degussa GmbH	01.07.2011
DE	Germany	PRINTEX		8/19/1955	680 680		Evonik Carbon Black GmbH	
DK	Denmark	PRINTEX		3/1/1958	VR00403195 ⁸		Evonik Carbon Black GmbH	

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EE	Estonia	PRINTEX		9/6/1994	12846		Evonik Carbon Black GmbH	
ES	Spain	PRINTEX		10/20/1980	921460		Evonik Degussa GmbH	29.04.2011
FI	Finland	PRINTEX		1/21/1991	110456		Evonik Degussa GmbH	26.04.2011
GE	Georgia	PRINTEX		8/9/1995	815		Evonik Carbon Black GmbH	
HK	Hong Kong	PRINTEX		11/24/1989	B3543/1989		Evonik Carbon Black GmbH	
HK	Hong Kong	PRINTEX		11/24/1989	B3544/1989		Evonik Carbon Black GmbH	
ID	Indonesia	PRINTEX		12/3/1997	IDM000110807		Evonik Degussa GmbH	06.06.2011
IL	Israel	PRINTEX		5/7/1990	62454		Evonik Carbon Black GmbH	

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IN	India	PRINTEX					Evonik Carbon Black GmbH	
JP	Japan	PRINTEX		9/30/1982	1541634		Evonik Carbon Black GmbH	
KR	The Republic of Korea	PRINTEX		6/5/1998	403513		Evonik Carbon Black GmbH	
KS	Kosovo	PRINTEX					Evonik Degussa GmbH	21.06.2011
LT	Lithuania	PRINTEX		10/17/1994	12516		Evonik Degussa GmbH	11.06.2011
MO	Macao	PRINTEX		1/25/1988	2546M		Evonik Degussa GmbH	
MO	Macao	PRINTEX		1/25/1988	2547M		Evonik Degussa GmbH	
MX	Mexico	PRINTEX		8/9/1994	468941		Evonik Degussa GmbH	07.06.2011
MX	Mexico	PRINTEX		8/5/1991	397929		Evonik Degussa GmbH	07.06.2011

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MY	Malaysia	PRINTEX		4/7/1997	97004417		Evonik Degussa GmbH	
OM	Oman	PRINTEX		12/29/1996	4170		Evonik Degussa GmbH	09.07.2011
PE	Peru	PRINTEX		1/21/1972	10976		Evonik Degussa GmbH	06.06.2011
PE	Peru	PRINTEX		1/21/1972	10411		Evonik Degussa GmbH	06.06.2011
RU	The Russian Federation	PRINTEX		5/30/1966	31236		Evonik Carbon Black GmbH	
SA	Saudi Arabia	PRINTEX					Evonik Carbon Black GmbH	
SA	Saudi Arabia	PRINTEX					Evonik Carbon Black GmbH	
SE	Sweden	PRINTEX		12/20/1957	83968		Evonik Degussa GmbH	04.05.2011
TW	Taiwan	PRINTEX		11/1/1968	32523		Evonik Carbon Black GmbH	

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UA	Ukraine	PRINTEX		9/15/1993	1166		Evonik Carbon Black GmbH	
US	U.S.A.	PRINTEX		2/6/1973	952511		Evonik Carbon Black GmbH	
VE	Venezuela	PRINTEX		8/27/2001	234123		Evonik Degussa GmbH	25.05.2011
WO	International	PRINTEX	AT, BA, BX, BY, CH, CZ, DE, DZ, EG, ES, FR, HR, HU, IT, LI, MA, MC, ME, MK, PT, RO, RS, SI, SK, SM, VN	9/30/1957	203 667		Evonik Carbon Black GmbH	
WO	International	PRINTEX	AT, BA, BX, BY, CH, CZ, DE, DZ, EG, ES, FR, HR, HU, IT, LI, MA, MC, ME, MK, PT, RO, RS, SI, SK, SM, VN	9/30/1957	203 667		Evonik Carbon Black GmbH	

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CC	Country	Trademark	MMA-Countries	Registration date	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
ZA	South Africa	PRINTEX					Evonik Carbon Black GmbH	
ZA	South Africa	PRINTEX					Evonik Carbon Black GmbH	
WO	International	CORASOL	AT, BA, BX, CH, EG, FR, HR, HU, IT, LI, MA, MC, ME, RO, RS, SI, SM, VN	11/22/1961	2R249 348		Evonik Carbon Black GmbH	
AR	Argentina	COLCOLOR		12/27/1989	1810174		Evonik Degussa GmbH	06.06.2011
GB	United Kingdom	COLCOLOR		6/28/1972	994341		Evonik Carbon Black GmbH	
AR	Argentina	COLCOLOR		4/30/1992	1882579		Evonik Degussa GmbH	06.06.2011
AR	Argentina	COLCOLOR		12/18/1998	1710679		Evonik Degussa GmbH	06.06.2011
DE	Germany	COLCOLOR		2/3/1971	877 596		Evonik Carbon Black GmbH	

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DK	Denmark	COLCOLOR		9/29/1972	VR03144197 2		Evonik Carbon Black GmbH	
FI	Finland	COLCOLOR		12/30/1974	63277		Evonik Degussa GmbH	26.04.2011
GB	United Kingdom	COLCOLOR		5/28/1971	975636		Evonik Carbon Black GmbH	
IL	Israel	COLCOLOR		1/8/1991	64807		Evonik Carbon Black GmbH	
IL	Israel	COLCOLOR		6/24/1990	64806		Evonik Carbon Black GmbH	
NO	Norway	COLCOLOR		12/6/1972	86661		Evonik Carbon Black GmbH	
SE	Sweden	COLCOLOR		7/21/1972	140093		Evonik Degussa GmbH	04.05.2011
TN	Tunisia	COLCOLOR		4/7/1971	EE060779		Evonik Carbon Black GmbH	

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WO	International	COLCOLOR	AT, BA, BX, CH, CZ, EG, ES, FR, HR, HU, IT, LI, MA, MC, ME, MK, PT, RS, SI, SK, SM, VN	47/1971	380 274		Evonik Carbon Black GmbH	
DE	Germany	TACK		12/29/1975	939 335		Evonik Carbon Black GmbH	
WO	International	TACK	AT, BX, CH, FR, IT, PT	3/4/1976	R421 367		Evonik Carbon Black GmbH	
CA	Canada	EFWEKO		8/9/1985	305724		Evonik Carbon Black GmbH	
DE	Germany	EFWEKO		9/7/1977	962 551		Evonik Carbon Black GmbH	
IL	Israel	EFWEKO		2/8/1990	62452		Evonik Carbon Black GmbH	
DE	Germany	VOSSEN- BLAU		12/15/1980	1 011 732		Evonik Carbon Black GmbH	

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GB	United Kingdom	VOSSEN-BLAU		5/11/1987	1309494		Evonik Carbon Black GmbH	
GR	Greece	VOSSEN-BLAU		10/18/1982	68079		Evonik Degussa GmbH	18.05.2011
PL	Poland	VOSSEN-BLAU		12/12/1981	38477		Evonik Carbon Black GmbH	
US	U.S.A.	VOSSEN-BLAU		2/14/1984	1266752		Evonik Carbon Black GmbH	
WO	International	VOSSEN-BLAU	AM, AT, BX, BY, CH, DE, ES, FR, HU, IT, KG, MD, RU, TI	1/13/1981	458 458		Evonik Carbon Black GmbH	
CN	China	PUREX (chin.)		2/21/2010	6135662		Evonik Degussa GmbH	01.07.2011
CN	China	PUREX (chin.)		2/21/2010	6135653		Evonik Degussa GmbH	01.07.2011
JP	Japan	PUREX		9/26/2003	4713534		Evonik Carbon Black GmbH	

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BR	Brazil	PUREX		3/13/2007	823615138		Degussa AG	14.07.2011
CN	China	PUREX (und chinesisch)		8/28/2007	4248642		Evonik Degussa GmbH	01.07.2011
DE	Germany	PUREX		8/2/2002	30230454		Evonik Carbon Black GmbH	
EM	European Community	PUREX		3/30/2000	1078054		Evonik Carbon Black GmbH	
IN	India	PUREX		7/27/2000	942873		Evonik Degussa GmbH	18.05.2011
JP	Japan	PUREX		9/26/2003	4713534		Degussa AG	
KR	The Republic of Korea	PUREX		11/13/2003	565370		Evonik Carbon Black GmbH	
MY	Malaysia	PUREX		7/51/2000	00010449		Evonik Degussa GmbH	
TH	Thailand	PUREX		9/25/2001	139394		Evonik Degussa GmbH	13.07.2011
TR	Turkey	PUREX		8/10/1995	162493		Evonik Carbon Black GmbH	

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TW	Taiwan	PUREX		10/16/2001	964695		Evonik Carbon Black GmbH	
TW	Taiwan	PUREX		10/16/2001	964695		Evonik Carbon Black GmbH	
WO	International	PUREX	AT, BX, CH, CZ, ES, FR, IT, PL	9/8/1995	644 534		Evonik Carbon Black GmbH	
CN	China	ECORAX (chin.)		7/21/2010	6943690		Evonik Degussa GmbH	01.07.2011
DE	Germany	ECORAX		4/1/2010	30 2010 008 589		Evonik Carbon Black GmbH	
HK	Hong Kong	ECORAX (chin.)		9/9/2008	301197487		Evonik Carbon Black GmbH	
WO	International	ECORAX		4/23/2010	1 041 770		Evonik Carbon Black GmbH	
BR	Brazil	ECORAX		10/31/2006	819934399		Degussa AG	14.07.2011
CN	China	ECORAX (chin.)		3/28/2010	6554937		Evonik Degussa GmbH	01.07.2011

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DE	Germany	ECORAX		4/7/1997	397 01 906		Evonik Carbon Black GmbH	
HK	Hong Kong	ECORAX (chin.)		2/13/2008	301050560		Evonik Carbon Black GmbH	
JP	Japan	ECORAX		8/1/2000	4408419		Evonik Carbon Black GmbH	
KR	The Republic of Korea	ECORAX		11/13/1998	429464		Evonik Carbon Black GmbH	
US	U.S.A.	ECORAX		1/5/1999	2,216,063		Evonik Carbon Black GmbH	
WO	International	ECORAX	AT, BA, BG, BX, BY, CH, CN, CZ, EG, ES, FR, HR, HU, IT, LV, ME, PL, PT, RO, RS, RU, SI, SK, UA	5/16/1997	675 275		Evonik Carbon Black GmbH	
ZA	South Africa	ECORAX		5/22/1997	9707647		Evonik Carbon Black GmbH	

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DE	Germany	NIP		1/12/1999	398 55 686		Evonik Carbon Black GmbH	
AR	Argentina	NIPex		9/16/2003	1950907		Evonik Degussa GmbH	06.06.2011
AR	Argentina	NIPex		9/16/2003	1950908		Evonik Degussa GmbH	06.06.2011
BR	Brazil	NIPex					Degussa AG	14.07.2011
BR	Brazil	NIPex		1/22/2008	824903960		Degussa AG	14.07.2011
CA	Canada	NIPex		12/23/2004	629058		Evonik Carbon Black GmbH	
CL	Chile	NIPex		1/13/2003	654426		Evonik Degussa GmbH	27.05.2011
CL	Chile	NIPex		1/13/2003	654427		Evonik Degussa GmbH	27.05.2011
DE	Germany	NIPex		9/16/2002	302 38 921		Evonik Carbon Black GmbH	
JP	Japan	NIPex		6/13/2003	4681457		Evonik Carbon Black GmbH	

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CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
MX	Mexico	NIPex		9/30/2002	764076		Evonik Degussa GmbH	07.06.2011
MX	Mexico	NIPex		9/30/2002	764077		Evonik Degussa GmbH	07.06.2011
US	U.S.A.	NIPex		1/20/2004	2806388		Evonik Carbon Black GmbH	
WO	International	NIPex	AT, BA, BG, BX, BY, CH, CN, CZ, ES, FR, HR, HU, IT, LI, ME, MK, PL, PT, RO, RS, RU, SG, SI, SK, SL	10/25/2002	791 936		Evonik Carbon Black GmbH	
AU	Australia	HIBLACK		11/22/1999	814708		Evonik Carbon Black GmbH	
BR	Brazil	HIBLACK		12/2/2008	822360187		Degussa AG	14.07.2011
CA	Canada	HIBLACK		8/6/2001	549312		Evonik Carbon Black GmbH	

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
CL	Chile	HIBLACK		6/9/2000	569.837		Evonik Degussa GmbH	27.05.2011
CO	Colombia	HIBLACK		6/1/2001	237993		Evonik Degussa GmbH	07.06.2011
DE	Germany	HIBLACK		9/9/1999	399 36 437		Evonik Carbon Black GmbH	
EC	Ecuador	HIBLACK		8/29/2000	579900		Evonik Degussa GmbH	07.06.2011
EM	European Community	HIBLACK		1/16/2001	001401694		Evonik Carbon Black GmbH	
HK	Hong Kong	HIBLACK		11/22/1999	B13877/2000		Evonik Carbon Black GmbH	
KR	The Republic of Korea	HIBLACK		6/20/2001	495868		Evonik Carbon Black GmbH	
MX	Mexico	HIBLACK		1/31/2000	640987		Evonik Degussa GmbH	07.06.2011
MY	Malaysia	HIBLACK		12/1/1999	99012156		Evonik Degussa GmbH	

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration date	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
PH	Philippines	HIBLACK		12/16/2005	4-1999-009936		Evonik Carbon Black GmbH	
SG	Singapore	HIBLACK		11/26/1999	9913702		Evonik Degussa GmbH	09.05.2011
TW	Taiwan	HIBLACK		1/1/2001	921812		Evonik Carbon Black GmbH	
US	U.S.A.	HIBLACK		1/23/2001	2,423,288		Evonik Carbon Black GmbH	
VE	Venezuela	HIBLACK					Evonik Degussa GmbH	25.05.2011
WO	International	HIBLACK	BA, BG, BY, CH, CN, CU, CZ, HR, HU, KE, KP, MA, ME, PL, RO, RS, RU, SI, SK, UA, VN	12/15/1999	726 947		Evonik Carbon Black GmbH	
ZA	South Africa	HIBLACK		11/22/1999	9921621		Evonik Carbon Black GmbH	

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
DE	Germany	BLAXX		7/22/2002	302 30 058		Evonik Carbon Black GmbH	
BR	Brazil	MANOPLEX		10/16/2007	826937373		DEGUSSA Ltd.	14.07.2011
BR	Brazil	MANOPLEX		10/16/2007	826937381		DEGUSSA Ltd.	14.07.2011
DE	Germany	MANOPLEX		10/13/2003	303 34 581		Evonik Carbon Black GmbH	
GB	United Kingdom	MANOPLEX		1/9/2004	2336103		Evonik Carbon Black GmbH	
ID	Indonesia	MANOPLEX		6/5/2008	000163585		Evonik Degussa GmbH	06.06.2011
ID	Indonesia	MANOPLEX		6/5/2008	000163576		Evonik Degussa GmbH	06.06.2011
IL	Israel	MANOPLEX		3/6/2006	175070		Evonik Carbon Black GmbH	
IN	India	MANOPLEX		9/4/2006	1484198		Evonik Degussa GmbH	18.05.2011

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
JP	Japan	MANOPLEX		11/25/2005	4910108		Evonik Carbon Black GmbH	
KW	Kuwait	MANOPLEX					DEGUSSA Ltd.	07.11.2011
KW	Kuwait	MANOPLEX					DEGUSSA Ltd.	07.11.2011
LK	Sri Lanka	MANOPLEX					Evonik Carbon Black GmbH	
LK	Sri Lanka	MANOPLEX					Evonik Degussa GmbH	
MY	Malaysia	MANOPLEX		8/9/2006	06014057		Evonik Degussa GmbH	
MY	Malaysia	MANOPLEX		8/9/2006	06014058		Evonik Degussa GmbH	
PK	Pakistan	MANOPLEX		5/19/2009	100891		Evonik Degussa GmbH	30.05.2011
PK	Pakistan	MANOPLEX					Evonik Degussa GmbH	31.05.2011
SA	Saudi Arabia	MANOPLEX		1/29/2006	82175		DEGUSSA Ltd.	30.07.2011
SA	Saudi Arabia	MANOPLEX		1/1/2006	81861		DEGUSSA Ltd.	30.07.2011

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
WO	International	MANOPLEX	BY, IR, RU	8/1/2006	909 259		Evonik Carbon Black GmbH	
AE	United Arabian Emirates	NEROX		2/27/2011	133236		Evonik Degussa GmbH	
AE	United Arabian Emirates	NEROX		2/27/2011	133237		Evonik Degussa GmbH	
AE	United Arabian Emirates	NEROX		2/27/2011	133238		Evonik Degussa GmbH	
MX	Mexico	NEROX		7/9/2007	991699		Evonik Degussa GmbH	07.06.2011
MX	Mexico	NEROX					Evonik Degussa GmbH	07.06.2011
AR	Argentina	NEROX					Evonik Degussa GmbH	
AR	Argentina	NEROX		8/13/2009	2305886		Evonik Degussa GmbH	06.06.2011
AR	Argentina	NEROX		3/4/2010	2349662		Evonik Degussa GmbH	06.06.2011
TH	Thailand	NEROX		7/19/2006	266239		Evonik Degussa	13.07.2011

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA - Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
							GmbH	
BR	Brazil	NEROX					Evonik Degussa GmbH	14.07.2011
BR	Brazil	NEROX					Evonik Degussa GmbH	14.07.2011
BR	Brazil	NEROX					Degussa AG	14.07.2011
CA	Canada	NEROX		4/24/2009	738821		Evonik Carbon Black GmbH	
CL	Chile	NEROX		3/17/2010	876803		Evonik Degussa GmbH	27.05.2011
CO	Colombia	NEROX		4/17/2009	378582		Evonik Degussa GmbH	07.06.2011
CO	Colombia	NEROX		4/17/2009	378581		Evonik Degussa GmbH	07.06.2011
CO	Colombia	NEROX		4/17/2009	378580		Evonik Degussa GmbH	07.06.2011
DE	Germany	NEROX		4/4/2005	305 03 994		Evonik Carbon Black GmbH	

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
EM	European Community	NEROX		2/19/2007	004268331	under opposition	Evonik Carbon Black GmbH	
ID	Indonesia	NEROX		11/6/2007	IDM0001453 53		Evonik Degussa GmbH	06.06.2011
ID	Indonesia	NEROX		11/6/2007	IDM0001453 77		Evonik Degussa GmbH	06.06.2011
ID	Indonesia	NEROX		11/6/2007	IDM0001453 81		Evonik Degussa GmbH	06.06.2011
IL	Israel	NEROX		4/14/2010	214478		Evonik Carbon Black GmbH	
IL	Israel	NEROX		4/14/2010	214479		Evonik Carbon Black GmbH	
IL	Israel	NEROX		4/14/2010	214480		Evonik Carbon Black GmbH	
IN	India	NEROX		2/29/2008	1440856		Evonik Degussa GmbH	18.05.2011
LB	Lebanon	NEROX		7/6/2009	122880		Evonik Degussa GmbH	12.07.2011

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA Countries	Registration Date	Registration No.	Objection	Registered Holder	Applied for registration of new Holder
MX	Mexico	NEROX		3/31/2006	927808		Evonik Degussa GmbH	07.06.2011
MY	Malaysia	NEROX		3/21/2006	06004346		Evonik Degussa GmbH	
MY	Malaysia	NEROX		3/21/2006	06004347		Evonik Degussa GmbH	
MY	Malaysia	NEROX		3/21/2006	06004348		Evonik Degussa GmbH	
PH	Philippines	NEROX		6/4/2007	4-2006-003357		Evonik Degussa GmbH	
PK	Pakistan	NEROX					Evonik Degussa GmbH	31.05.2011
PK	Pakistan	NEROX					Evonik Degussa GmbH	31.05.2011
PK	Pakistan	NEROX					Evonik Degussa GmbH	31.05.2011
TH	Thailand	NEROX		7/27/2005	250456		Evonik Degussa GmbH	13.07.2011
TH	Thailand	NEROX		7/27/2005	31665		Evonik Degussa GmbH	13.07.2011

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
TN	Tunisia	NEROX					Evonik Carbon Black GmbH	
TW	Taiwan	NEROX		12/1/2006	1240566		Evonik Carbon Black GmbH	
UY	Uruguay	NEROX		5/24/2007	369802		Evonik Degussa GmbH	07.06.2011
WO	International	NEROX	AL, AZ, BA, BG, BY, CH, CN, EG, HR, IR, KE, KG, KP, KZ, LI, MA, MC, MD, ME, MK, RO, RS, RU, SY, UA, UZ, VN	6/17/2005	872 452		Evonik Carbon Black GmbH	
ZA	South Africa	NEROX		3/16/2006	2006/05679		Evonik Carbon Black GmbH	
ZA	South Africa	NEROX		3/16/2006	2006/05680		Evonik Carbon Black GmbH	

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
ZA	South Africa	NEROX		3/16/2006	200605681		Evonik Carbon Black GmbH	
AE	United Arabian Emirates	CARBEX		3/24/2011	134858		Degussa AG	
AE	United Arabian Emirates	CARBEX		3/24/2011	134859		Degussa AG	
AE	United Arabian Emirates	CARBEX		3/24/2011	134860		Degussa AG	
AR	Argentina	CARBEX		7/16/2007	2169595		Evonik Degussa GmbH	06.06.2011
AR	Argentina	CARBEX		7/16/2007	2169596		Evonik Degussa GmbH	06.06.2011
AR	Argentina	CARBEX		7/16/2007	2169598		Evonik Degussa GmbH	06.06.2011
AU	Australia	CARBEX		5/5/2006	1112353		Evonik Carbon Black GmbH	
BO	Bolivia	CARBEX		11/21/2006	106429		Evonik Degussa GmbH	

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	NMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
BO	Bolivia	CARBEX		11/21/2006	106413		Evonik Degussa GmbH	
BO	Bolivia	CARBEX		11/21/2006	106428		Evonik Degussa GmbH	
BR	Brazil	CARBEX					Degussa AG	14.07.2011
BR	Brazil	CARBEX					Degussa AG	14.07.2011
BR	Brazil	CARBEX		6/3/2008	828357390		Degussa AG	14.07.2011
CA	Canada	CARBEX					Evonik Carbon Black GmbH	
CL	Chile	CARBEX		10/31/2006	770998		Evonik Degussa GmbH	27.05.2011
CL	Chile	CARBEX		10/31/2006	770999		Evonik Degussa GmbH	27.05.2011
CO	Colombia	CARBEX					Evonik Degussa GmbH	
CO	Colombia	CARBEX		11/29/2006	326509		Evonik Degussa GmbH	07.06.2011
CO	Colombia	CARBEX		11/29/2006	326508		Evonik Degussa GmbH	07.06.2011

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
CR	Costa Rica	CARBEX		12/1/2006	164244		Evonik Degussa GmbH	14.06.2011
DE	Germany	CARBEX		6/9/2006	306 27 720		Evonik Carbon Black GmbH	
EC	Ecuador	CARBEX		5/21/2007	287907		Evonik Degussa GmbH	07.06.2011
EC	Ecuador	CARBEX		5/2/2007	256507		Evonik Degussa GmbH	07.06.2011
EC	Ecuador	CARBEX		5/22/2007	117707		Evonik Degussa GmbH	07.06.2011
ID	Indonesia	CARBEX		2/18/2008	IDM0001545 16		Evonik Degussa GmbH	06.06.2011
ID	Indonesia	CARBEX		2/18/2008	IDM0001545 15		Evonik Degussa GmbH	06.06.2011
ID	Indonesia	CARBEX		8/18/2008	IDM0001545 17		Evonik Degussa GmbH	06.06.2011
IN	India	CARBEX		3/10/2008	1451936		Evonik Degussa GmbH	18.05.2011
IN	India	CARBEX		3/10/2008	1451936		Evonik Degussa GmbH	18.05.2011

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
							GmbH	
MT	Malta	CARBEX		5/5/2006	45090		Evonik Carbon Black GmbH	
MT	Malta	CARBEX		5/5/2006	45092		Evonik Carbon Black GmbH	
MT	Malta	CARBEX		5/5/2006	45091		Evonik Carbon Black GmbH	
MX	Mexico	CARBEX		6/27/2006	940271		Evonik Degussa GmbH	07.06.2011
MX	Mexico	CARBEX		6/27/2006	940270		Evonik Degussa GmbH	07.06.2011
MX	Mexico	CARBEX		6/27/2006	940269		Evonik Degussa GmbH	07.06.2011
MY	Malaysia	CARBEX		5/15/2006	06007992		Evonik Degussa GmbH	
MY	Malaysia	CARBEX		5/15/2006	06007991		Evonik Degussa GmbH	

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
MY	Malaysia	CARBEX		5/15/2006	06007990		Evonik Degussa GmbH	
PE	Peru	CARBEX		3/13/2007	125494		Evonik Degussa GmbH	06.06.2011
PE	Peru	CARBEX		3/23/2007	125731		Evonik Degussa GmbH	06.06.2011
PE	Peru	CARBEX		3/14/2007	45602		Evonik Degussa GmbH	06.06.2011
PH	Philippines	CARBEX		12/31/2010	4-2010-500748		Evonik Carbon Black GmbH	
PY	Paraguay	CARBEX					Evonik Degussa GmbH	25.07.2011
PY	Paraguay	CARBEX		12/22/2006	295804		Evonik Degussa GmbH	20.07.2011
PY	Paraguay	CARBEX		12/22/2006	295805		Evonik Degussa GmbH	20.07.2011
TH	Thailand	CARBEX		5/17/2006	258602		Evonik Degussa GmbH	13.07.2011
TH	Thailand	CARBEX		5/17/2007	258603		Evonik Degussa GmbH	13.07.2011

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
TH	Thailand	CARBEX		5/17/2006	33116		GmbH	13.07.2011
TN	Tunisia	CARBEX					Evonik Degussa GmbH	
TW	Taiwan	CARBEX		4/16/2007	1259953		Evonik Carbon Black GmbH	
UY	Uruguay	CARBEX		7/30/2007	371038		Evonik Degussa GmbH	07.06.2011
WO	International	CARBEX	AL, AZ, BA, BG, BY, CH, CN, CY, DZ, EG, HR, IR, KE, KG, KP, KZ, LI, MA, MC, MD, MK, RO, RS, RU, SY, UA, UZ, VN	9/2/2006	902 177		Evonik Carbon Black GmbH	
ZA	South Africa	CARBEX		5/8/2006	2006/09897		Evonik Carbon Black GmbH	

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA Countries	Registration date	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
ZA	South Africa	CARBEX		5/8/2006	2006/09898		Evonik Carbon Black GmbH	
ZA	South Africa	CARBEX		5/8/2006	2006/09899		Evonik Carbon Black GmbH	
AR	Argentina	AROSPERS E					Evonik Carbon Black GmbH	
AR	Argentina	AROSPERS E					Evonik Carbon Black GmbH	
BR	Brazil	AROSPERS E					Evonik Carbon Black GmbH	
BR	Brazil	AROSPERS E					Evonik Carbon Black GmbH	
CA	Canada	AROSPERS E					Evonik Carbon Black GmbH	
CL	Chile	AROSPERS E					Evonik Carbon Black GmbH	

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
DE	Germany	AROSPERS E		6/15/2011	30 2011 024 706		Evonik Carbon Black GmbH	
HK	Hong Kong	AROSPERS E					Evonik Carbon Black GmbH	
IN	India	AROSPERS E					Evonik Carbon Black GmbH	
KS	Kosovo	AROSPERS E					Evonik Carbon Black GmbH	
MX	Mexico	AROSPERS E					Evonik Carbon Black GmbH	
MX	Mexico	AROSPERS E		6/6/2011			Evonik Carbon Black GmbH	
MY	Malaysia	AROSPERS E					Evonik Carbon Black GmbH	
MY	Malaysia	AROSPERS E					Evonik Carbon Black GmbH	

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
PE	Peru	AROSPERS E					Evonik Carbon Black GmbH	
SA	Saudi Arabia	AROSPERS E					Evonik Carbon Black GmbH	
SA	Saudi Arabia	AROSPERS E					Evonik Carbon Black GmbH	
TH	Thailand	AROSPERS E					Evonik Carbon Black GmbH	
TH	Thailand	AROSPERS E					Evonik Carbon Black GmbH	
TW	Taiwan	AROSPERS E					Evonik Carbon Black GmbH	
WO	International	AROSPERS E	AL, BA, BX, BY, CH, CN, DZ, EG, HR, LI, MA, MC, ME, MK, RS, RU, SM, UA, VN				Evonik Carbon Black GmbH	

Annex B to IP Assignment Agreement
List of Transferred Rights - Trademarks

CC	Country	Trademark	MMA-Countries	Registration	Registration no.	Objection	Registered Holder	Applied for registration of new Holder
ZA	South Africa	AROSPERS E					Evonik Carbon Black GmbH	
ZA	South Africa	AROSPERS E					Evonik Carbon Black GmbH	

Execution Version

**Annex
List of Transferred Rights**

**(Annex A: Annex to IP Assignment Agreement List of Transferred Rights - Patents and
Annex B: Annex to IP Assignment Agreement List of Transferred Rights – Trademarks)**

A13883477

**TRADEMARK
REEL: 004624 FRAME: 0044**

Execution Version

AGREEMENT ON THE SECURITY ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS
(SICHERUNGSABTRETUNGSVERTRAG)

Dated 9 September 2011

Orion Engineered Carbons GmbH

as Assignor

and

UBS Limited
as Security Agent

Linklaters

Ref. L-189110

Linklaters LLP

Execution Version

THIS ASSIGNMENT AGREEMENT (the "**Agreement**") is dated 9 September 2011 and made between:

- (1) Orion Engineered Carbons GmbH (formerly Evonik Carbon Black GmbH), a company incorporated under the laws of Germany and registered with the commercial register at the local court of Essen under HRB 22234, with business address at Rodenbacher Chausse 4, 63457 Hanau as assignor (the "**Assignor**"); and
- (2) UBS Limited as security agent (the "**Security Agent**").

Preamble

- (A) The Assignor is owner of certain intellectual property rights.
- (B) By a super senior revolving facility agreement dated 10 June 2011, as amended, modified or supplemented from time to time (the "**Revolving Facility Agreement**"), UBS Limited as agent, Barclays Capital, the investment banking division of Barclays Bank PLC, Goldman Sachs International and UBS Limited (together the "**Mandated Lead Arrangers**") as arrangers, the Security Agent and the lenders named therein have agreed to provide to, *inter alia*, Kinove German Bondco GmbH ("**Bondco**") and Kinove German Bidco GmbH a revolving credit facility in the amount of up to USD 250,000,000, such facility being guaranteed (subject to any applicable limitation language) by, *inter alia*, the Assignor, who has acceded to the Revolving Facility Agreement as additional guarantor by entering into an accession deed dated on or about the date of this Agreement.
- (C) On or about the date of this Agreement, *inter alia*, Bondco, the Assignor, Deutsche Trustee Company Limited as trustee and the Security Agent have entered into an Indenture (the "**Indenture**") in relation to the issue of EUR 355,000,000 (interest rate 10.000 %) and additional USD 350,000,000 (interest rate 9.625 %) senior secured notes due 2018 (together the "**Senior Secured Notes**" as defined in the Intercreditor Agreement). On 27 July 2011, *inter alia*, Bondco, Orion Engineered Carbons International GmbH (formerly Blitz F11-zwei-acht GmbH) ("**Newco**"), Deutsche Trustee Company Limited as trustee and the Security Agent have entered into a supplemental indenture with respect to the Senior Secured Notes. On or about the date of this Agreement, *inter alia*, Bondco, the Assignor, Deutsche Trustee Company Limited as trustee and the Security Agent have entered into a further supplemental indenture with respect to the Senior Secured Notes.
- (D) From time to time in addition *Pari Passu* Debt Documents (as defined in the Intercreditor Agreement) may be entered into.
- (E) On 17 June 2011, Goldman Sachs International, UBS Limited and Barclays Bank Plc (the "**Initial Purchasers**"), Bondco and others have entered into a purchase agreement with respect to the Senior Secured Notes (the "**Purchase Agreement**") under which the Initial Purchasers have agreed to purchase the Senior Secured Notes, to which Newco acceded under an accession agreement dated 27 July 2011 and to which the Assignor has acceded under an accession agreement on or about the date of this Agreement. On 10 June 2011, *inter alia*, the Revolving Facility Agent, the Security Agent, the Finance Parties (as defined in the Revolving Facility Agreement) and certain original debtors have entered into an intercreditor agreement regarding their respective claims under the Revolving Facility Agreement, each Credit Facility, the Bridge Facility Agreement, the Indenture, the Senior

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Secured Notes, the Purchase Agreement, the Pari Passu Debt Documents and/or certain related documents (the "**Intercreditor Agreement**"). On 26 July 2011 the Notes Trustee and each Initial Purchaser has acceded as a party to the Intercreditor Agreement and on or about the date of this Agreement, the Assignor has acceded to the Intercreditor Agreement.

- (F) The terms of the Intercreditor Agreement provide for a separate and independent obligation of any Debtor (as defined in the Intercreditor Agreement) to pay to the Security Agent an amount which will be equal at any time to the aggregate of all amounts owed at such time by the Debtor under the Senior Secured Finance Document (as defined in the Intercreditor Agreement) to any Secured Party (as defined in the Intercreditor Agreement) (the "**Parallel Debt**").
- (G) It is a condition precedent under clause 4.1 of the Revolving Facility Agreement and under clause 5(m) of the Purchase Agreement that the Assignor enters into this agreement.
- (H) It is the intention of the Assignor to secure all claims of the Secured Parties against the Assignor under the Senior Secured Finance Documents (as defined in the Intercreditor Agreement) including the claims arising under the Parallel Debt (as defined in the Intercreditor Agreement) by way of a security assignment (*Sicherungsabtretung*) of intellectual property rights of the Assignor.
- (I) The Security Agent will hold and administer the security created under this Agreement for the benefit of the Secured Parties subject to the terms of the Intercreditor Agreement.

It is agreed as follows:

Capitalised terms used herein and not otherwise defined shall have the meaning assigned to them in the Facility Agreement.

1 Assignment

1.1 Assignment of Intellectual Property Rights

To secure all claims of the Finance Parties as described in Clause 1.3 (*Secured Claims*) below, the Assignor assigns as security to the Security Agent:

- 1.1.1 all its present and future patents (*Patente*), trademarks (*Marken*), utility models (*Gebrauchsmuster*), rights to inventions (*Erfindungen*), designs (*Geschmacksmuster*), signs (*Kennzeichen*), domain names (*Domainnamen*), licenses (*Lizenzen*), copyrights (*Urheberrechte*) and related rights (*verwandte Schutzrechte*) and any other intellectual property rights, in particular, but not limited to, the registered intellectual property rights listed in the Annex (*List of Transferred Rights*) (together, the "**IP Rights**");
- 1.1.2 any current or future rights associated with the IP Rights, including expectancy rights, rights under filings for registration and rights to registration;
- 1.1.3 any current and future right of use, exploitation or licensing relating to the IP Rights; and
- 1.1.4 any current and future claims against third parties arising from the use or exploitation of the IP Rights (the rights and claims referred to and transferred under this sub paragraph 1.1.2 to 1.1.4 (inclusive), together with the IP Rights hereinafter referred to as the "**Transferred Rights**").

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1.2 Exploitation Right

To the extent an assignment for security under Clause 1.1 (*Assignment of Intellectual Property Rights*) is not effective under any applicable law, the Assignor hereby grants to the Security Agent, to the extent legally possible and permissible, a worldwide, exclusive, unlimited, transferable and sub-licensable exploitation right to such Transferred Rights. Provisions of this Agreement regarding the Transferred Rights shall apply to this exploitation right *mutatis mutandis*.

1.3 Secured Claims

1.3.1 The Transferred Rights shall secure all existing and future claims (including conditional (*bedingt*) and time limited (*befristet*) claims) against the Assignor held by the Secured Parties and the Security Agent arising under or in connection with the Senior Secured Finance Documents including the claims held by the Security Agent arising under the Parallel Debt (the "**Secured Claims**").

1.3.2 The term Senior Secured Finance Documents as referred to in Clause 1.3.1 (*Secured Claims*) above shall mean Senior Secured Finance Documents as extended (including by way of increase of existing tranches or by including new tranches) from time to time to which the Assignor hereby explicitly consents.

1.3.3 The Secured Claims shall include in particular any claims for the payment of principal, interest, costs, fees and damages based on contract, unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*).

1.4 Acceptance

The Security Agent hereby accepts the assignment and grant of rights under this clause.

2 Use of Transferred Rights

2.1 Right to use

The Security Agent hereby authorises the Assignor to use the Transferred Rights and to grant licences or sub-licences to third parties with respect to the Transferred Rights in the ordinary course of business (*gewöhnlicher Geschäftsbetrieb*) and with the care of a prudent businessman (*Sorgfalt eines ordentlichen Kaufmanns*).

2.2 Revocation

The Security Agent may revoke such authorisation upon the occurrence of an Enforcement Event (as defined in Clause 7.1).

3 Registration

3.1 The Assignor shall continue to be registered, if the Assignor is registered, as the owner of registered Transferred Rights in the respective registers. Notwithstanding the Assignor's representation in Clause 5.2, all parties to this Agreement acknowledge that, at the date of signing this Agreement, the Assignor may not be registered as the owner of all registered Transferred Rights.

3.2 Subject to Clause 3.1, the Security Agent is entitled, upon the occurrence of an Enforcement Event (as defined in Clause 7.1), to arrange, at the Assignor's cost, for the

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registration of the Security Agent or a third party designated by the Security Agent in the respective registers. The Assignor consents in advance to such registration of the Security Agent or a third party designated by the Security Agent including those registrations where a third party is registered as the owner of Transferred Right as referred to in Clause 3.1.

- 3.3 The Assignor shall, at its own cost, make all statements and take all actions which are required for the registration under Clause 3.2, in particular to submit to the Security Agent or to a third party designated by the Security Agent declarations of consent (*Eintragungsbewilligungen*) in the required form for the registration of the Security Agent or a third party designated by the Security Agent in the respective registers.

4 Information

- 4.1 The Assignor shall at its own cost provide to the Security Agent no later than one month after the end of each calendar year upon prior request from the Security Agent or, following the occurrence of an Enforcement Event (as defined in Clause 7.1) upon request by the Security Agent in shorter time periods updated lists of the Transferred Rights. The lists shall be in the form of the Annex to this Agreement.

For the avoidance of doubt, the assignment pursuant to Clause 1 (*Assignment*) above shall be effective irrespective of whether the relevant Transferred Right has been included in the list.

- 4.2 Upon reasonable request of the Security Agent, the Assignor shall provide to the Security Agent:

- 4.2.1 certified extracts from the registers where Transferred Rights are registered;
- 4.2.2 copies of the documents from the register confirming the registration of a Transferred Right or the granting of a Transferred Right;
- 4.2.3 copies of filed applications for registration of a Transferred Right; and
- 4.2.4 any other information in relation to the Transferred Rights.

- 4.3 If the Assignor employs a third party for its bookkeeping and/or data-processing, the Assignor hereby authorises the Security Agent to obtain the lists directly from such third party at the Assignor's expense.

5 Representations

The Assignor represents that:

- 5.1 the Assignor has the power to execute and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorise the execution and performance of the same;
- 5.2 at the date of signing this Agreement, the Transferred Rights comprise all intellectual property rights that are material to the business of the Assignor, with exception to some material intellectual property rights, which are owned by Orion Engineered Carbons Co., Ltd. (Korea) being subject to a separate agreement;
- 5.3 it is the owner of the patents and trademarks listed in the Annex and the owner or beneficiary of the other material existing Transferred Rights (including licenses) and the

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existing Transferred Rights that are material for the business of the Transferor are free from any liens, encumbrances (other than the encumbrances hereby created);

- 5.4 all fees and expenses (in particular registration fees and renewal fees) and taxes in relation to the existing material Transferred Rights are paid as well as all formal or procedural actions required to maintain the existing Transferred Rights are taken;
- 5.5 the execution of this Agreement by the Assignor and the exercise of its rights and performance of its obligations hereunder does not violate any provision of applicable law, any provision of the Assignor's articles of association, any decree of any court or arbitral tribunal (*Schiedsgericht*) or of any material contractual undertaking to which the Assignor is a party or which is binding upon the Assignor or any of its assets;
- 5.6 the transferability of the Transferred Rights is not restricted in any way (other than by operation of mandatory law), in particular that the Transferred Rights have not been previously assigned (this does not include a representation on the previous registration, whether required for the effectiveness of the previous transfer or not);
- 5.7 to the Assignor's best knowledge, the Transferred Rights are currently not subject to any infringement action;
- 5.8 this Agreement creates valid and binding obligations of the Assignor;
- 5.9 this Agreement will create a valid first priority security over those Transferred Rights (subject to co-ownership) that are subject to German law securing the payment of the Secured Claims in favour of the Security Agent; and
- 5.10 the list of Transferred Rights set out in the Annex (*List of Transferred Rights*) shows all material patents (*Patente*) and material trademarks (*Marken*) that are solely or partly held by the Assignor at the date hereof.

6 General Undertakings

The Assignor undertakes:

- 6.1 to take without undue delay after signing of this Agreement all necessary and economically reasonable steps (considering difficulties and special requirements in different countries) to effect the update of the relevant registers to the effect that they show the Assignor as the owner of the existing material patents and trademarks and to provide the Security Agent with evidence that such registration has been effected without undue delay after this has been confirmed by the relevant registers, each to the extent that the patents and trademarks are material for the business of the Assignor (the Assignor may allow other patents and trademarks to lapse and cancel them in the register in the ordinary course of business (*gewöhnlicher Geschäftsbetrieb*));
- 6.2 to take all necessary and reasonable steps for the maintenance or the proper registration of all patents and trademarks to the extent that they are or can be registered and to the extent that they are material for the business of the Assignor (the Assignor may allow other patents and trademarks to lapse and cancel them in the register in the ordinary course of business (*gewöhnlicher Geschäftsbetrieb*)), including the payment of any annual or renewal fees (*Jahres- und Verlängerungsgebühren*) or application fees (*Anmeldegebühren*) to the relevant authority provided that the Security Agent shall be authorised, but not obliged to pay, at the expense of the Assignor, any fees due for that purpose;

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- 6.3 upon the reasonable request of the Security Agent to deliver evidence to the Security Agent in respect of the timely payment of all fees necessary to maintain the Transferred Rights as set forth in Clause 6.2;
- 6.4 to use the Transferred Rights, if applicable, in co-ordination with a third party being the registered owner, as registered continuously, without interruptions, in order to ensure and maintain the validity of the Transferred Rights, unless this is commercially not desirable or otherwise required by law;
- 6.5 to reasonably defend, in its own name, or, if applicable, in co-ordination with a third party being the registered owner, the material Transferred Rights with the diligence of a prudent businessman against attacks and infringements of third parties provided that the Security Agent shall be authorised to assert, at its sole discretion, before the courts or competent authorities any claims against third parties arising from the Transferred Rights in its own name;
- 6.6 to inform the Security Agent of any notification and any correspondence with the registration authorities or third parties if a material Transferred Right may be impaired, endangered or contested thereby;
- 6.7 to orderly file any documentation, notification and registration in its business premises in connection with the Transferred Rights in files; the Security Agent shall be entitled to inspect such documentation at any time; and
- 6.8 to inform the Security Agent promptly in the case that a third party claims or pretends to own any of the Transferred Rights, or of any attachment (*Pfändung*) in respect of any of the Transferred Rights or any other measures which may materially impair or jeopardise the rights of the Security Agent relating thereto. In the event of an attachment, the Assignor undertakes to forward to the Security Agent without undue delay a copy of the attachment order (*Pfändungsbeschluss*), the transfer order (*Überweisungsbeschluss*) and all other documents necessary for a defence against the attachment. The Assignor shall inform the attaching creditor immediately of the transfer of the Transferred Rights.

7 Enforcement

7.1 Enforcement Event

If (i) the Secured Claims become due and payable in whole or in part and (ii) an Event of Default has occurred and is continuing and an acceleration notice under any Senior Secured Finance Document has been submitted to any Obligor or the Secured Claims become due and payable in whole or in part by operation of law in the event of the opening of insolvency proceedings in respect of an Obligor (an "Enforcement Event"), the Security Agent is entitled to enforce its rights under this Agreement.

7.2 Notification of Enforcement

The Security Agent shall notify the Assignor seven (7) calendar days prior to any enforcement of the Transferred Rights unless:

- (i) the Assignor generally has ceased to make payments (*Zahlungseinstellung*);
- (ii) an application has been filed for the opening of insolvency proceedings (*Antrag auf Eröffnung eines Insolvenzverfahrens*) over the assets of the Assignor; or

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- (iii) it is necessary in the opinion of the Security Agent to protect the legitimate interests of the Secured Parties,

in which cases no notification of the Assignor will be required.

7.3 Assistance

- 7.3.1 Upon request of the Security Agent the Assignor shall promptly provide the Security Agent with all documents of title and other documents relating to the Transferred Rights including but not limited to technical information and know how necessary to exploit the Transferred Rights concerned as well as all information about improvements of the Transferred Rights. If requested by the Security Agent the Assignor will give representatives of the Security Agent or of a third party named by the Security Agent access to its premises and facilities for the purpose of exchanging the aforementioned information and know how.
- 7.3.2 If the Security Agent sells the Transferred Rights pursuant to this Clause 7 it may take all measures and enter into all agreements, which it considers to be expedient in connection with such sale.
- 7.3.3 Upon request of the Security Agent the Assignor shall sell the Transferred Rights for and on behalf of the Security Agent and shall promptly deliver to the Security Agent any proceeds recovered in such sale.

7.4 Application of Proceeds

The Security Agent will use any proceeds received from realisation of the Transferred Rights for the settlement of the Secured Claims. To the extent that the Security Agent is obliged by law to pay tax on the proceeds received, proceeds shall first be applied in order to discharge such tax and only secondly in order to discharge the Secured Claims. Any amount exceeding the Secured Claims will be paid to the Assignor upon complete and irrevocable satisfaction of all Secured Claims.

7.5 Recourse claims

The Assignor undertakes vis-à-vis the Security Agent not to seek satisfaction for any recourse claim it may have against any Obligor or any other grantor of security as a result of the realisation of the Transferred Rights under this Agreement or any payment made by the Assignor in respect of any Secured Claims unless and until all Secured Claims have been fully and finally discharged.

8 Retransfer of Transferred Rights

8.1 Satisfaction of Secured Claims

Upon complete and irrevocable satisfaction of the Secured Claims, the Security Agent shall (at the Assignor's cost) retransfer any Transferred Rights to the Assignor and shall pay out to the Assignor realisation proceeds which exceed the sum outstanding under the Secured Claims. The Security Agent will, however, transfer any of the Transferred Rights to a third party if so required by law.

Execution Version**9 Continuation****9.1 Continuing Security**

This Agreement shall create continuing security and any change or amendment whatsoever to the Senior Secured Finance Documents or any document or agreement relating thereto shall neither affect the validity of this Agreement nor the obligations which are imposed on the Assignor pursuant to it. The same applies, for the avoidance of doubt, in the event of a temporary expiration of the Secured Claims.

9.2 Transfer

Waiving § 418 of the German Civil Code (*Bürgerliches Gesetzbuch*) (applied by analogy), the Assignor agrees that the security created hereunder shall not be affected by any transfer, novation or assumption of obligations of any Obligor arising under or in connection with the Senior Secured Finance Documents to, or by, any third party.

9.3 Substitution of the Security Agent

The Assignor undertakes to enter into any agreement required by the Security Agent and otherwise to do whatever is required by the Security Agent if the Security Agent transfers its rights and obligations under the Senior Secured Finance Documents (including the claims arising under the Parallel Debt) wholly or partially to a third party. In particular, the Security Agent may require the Assignor to create new assignments over the Receivables in favour of the third party or another person designated by the Security Agent. To the extent that the Security Agent transfers its rights and obligations under the Senior Secured Finance Documents (including the claims arising under the Parallel Debt) to a third party, the Security Agent may also transfer its rights and obligations under this Agreement, to which the Assignor hereby explicitly consents.

10 Notices and Communication

Any notice and other communication under or in connection with the matters contemplated by this Agreement must be made in the English language either in writing (by fax or letter), by electronic mail or attached as an electronic photocopy to electronic mail requiring confirmation of receipt either in writing or by electronic mail, respectively. Until a change of address has been notified to the other parties hereto in writing, any communication under this Agreement must be sent

if directed to the Assignor:

Mr Charles Herlinger
Orion Engineered Carbons GmbH (formerly Evonik Carbon Black GmbH)
Rodenbacher Chaussee 4
63457 Hanau-Wolfgang
Germany

Fax +49 6181 59 713428
charlesherlinger@yahoo.com,

with Pdf copy to:

Mr Lucas P. Flynn
flynn@rhonogroup.com and
Claus von Hermann-Spürck
vonhermann@triton-partners.com, respectively

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if directed to the Security Agent, to:

Address: 100 Liverpool Street, London, EC2M 2RH

Fax number: +44 (0)20 7568 4664

For the attention of: Judith Campbell

11 Miscellaneous

11.1 Interpretation

In case of doubt, the meaning of the German expressions used in this Agreement prevails over the meaning of the English expressions to which they relate.

11.2 Remedies Cumulative

No failure or delay on the part of the Security Agent to exercise any power, right or remedy hereunder shall operate as a waiver thereof nor shall any single or any partial exercise of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

11.3 Reimbursement and Costs

The Assignor undertakes to reimburse the Security Agent on demand for all costs and expenses incurred in connection with the negotiation, preparation, printing, execution and amendment of this Agreement, the enforcement of the Receivables and the exercise of any other rights of the Security Agent incurred by the Security Agent in connection with this Agreement. The Assignor also bears all costs (including legal fees) arising in connection with this Agreement.

11.4 Partial Invalidity

If any of the provisions of this Agreement is or becomes invalid or unenforceable in whole or in part for whatever reason, including a violation of any laws applicable to it, the validity of the other provisions hereof and any other Senior Secured Finance Document is not and shall not be affected. In the event of an invalid, unenforceable or impractical (*wirtschaftlich unmöglich*) provision, such provision shall be replaced by a valid, enforceable and practical provision or arrangement, that corresponds as closely as possible to the invalid, unenforceable or impractical provision and to the parties' economic aims pursued by and reflected in this Agreement. The same applies in the event that this Agreement does not contain a provision necessary to achieve the economic purpose expressed in this Agreement (*Regelungslücke*).

11.5 Conclusion of this Agreement

11.5.1 This Agreement may be concluded by an exchange of signed signature page(s), transmitted by way of fax, computer fax or attached as an electronic photocopy to electronic mail.

11.5.2 If the Agreement is to be concluded pursuant to Clause 11.5.1 (*Conclusion of this Agreement*) above, each party to this Agreement shall transmit its signed signature page(s) to Linklaters LLP, Berlin office (the "Recipient") addressed to Adriana zur Nedden by electronic mail to adriana.zur_nedden@linklaters.com or by facsimile to +49 30 21496 89 351. The Recipient acting as an authorised receiving agent (*Empfangsbote*) will forward the signature pages to all parties to this Agreement by

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one of the means of communication referred to in Clause 11.5.1 (*Conclusion of this Agreement*) above. The Agreement shall be deemed to be concluded as soon as all parties to this Agreement have received signature pages of all other parties to this Agreement (*Zugang*). Promptly after receipt of all signature pages by the parties to this Agreement, each party to this Agreement shall confirm such receipt.

11.5.3 For the purposes of Clause 11.5.2 (*Conclusion of this Agreement*) above, each party to this Agreement authorises the Recipient to receive on its behalf the signature page(s) from all other parties to this Agreement as an authorised receiving agent (*Empfangsbote*). For the avoidance of doubt, the Recipient shall have no further duties connected with its position as Recipient (in particular, without limitation, the Recipient shall be under no obligation to examine the genuineness of the signatures or the authorisation of the signatories).

11.5.4 For the purposes of proof and confirmation only, the Security Agent may request that one or several originals of this Agreement shall be signed by the parties to this Agreement.

11.6 Changes

Changes, amendments and waivers of any provision of this Agreement including this Clause 11.6 (*Changes*) are only valid if made in writing, unless notarisation or another form is required by law. As written form an exchange of signed signature pages, transmitted by way of fax, computer fax or attached as an electronic photocopy to a electronic mail shall be sufficient. However, in the case of faxes, computer faxes or electronic photocopies attached to electronic mail, any party may require that any declaration made by fax, computer fax or electronic photocopy attached to electronic mail shall be confirmed by a letter or, in the event of the conclusion or the amendment of an agreement, that all parties sign an original copy of such agreement.

11.7 Governing Law

11.7.1 This Agreement is governed by the laws of the Federal Republic of Germany.

11.7.2 Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the laws of the Federal Republic of Germany.


11.8 Jurisdiction

The courts of Frankfurt am Main, Germany have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement; but excluding any dispute in relation to the existence, validity or enforceability of the Secured Claims). This Clause 11.8 (*Jurisdiction*) is for the benefit of the Security Agent only. The Security Agent may commence proceedings in any other court with jurisdiction.

Signature page follows on next page.

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This Agreement has been entered into at the date stated at the beginning of this Agreement.



Orion Engineered Carbons GmbH (formerly
Evonik Carbon Black GmbH)

Name: HERLINGER
Title: CEO

UBS Limited

Name:

Title:

A13983477

Execution Version

This Agreement has been entered into at the date stated at the beginning of this Agreement.

Orion Engineered Carbons GmbH (formerly
Evonik Carbon Black GmbH)

Name:

Title:



Oliver J. Gub.

UBS Limited

Name:

Title:

A13883477