11-2-11

TRADEMARK ASSIGNMENT

12/07/2011

Electronic Version v1.1
Stylesheet Version v1.1

103637624

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGY Holding Corp.		03/08/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	225 Franklin Street
Internal Address:	MA-225-02-05
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77404115	S-3 GLASS
Serial Number:	77404104	S-1 GLASS
Serial Number:	77424558	S-SERIES
Serial Number:	85259826	QUICKSILVER
Serial Number:	85259818	FEATHERLIGHT

OP $140.00 77404115

CORRESPONDENCE DATA

Fax Number: (617)502-4041
Phone: (617)248-4041
Email: rchase@choate.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Rachel Chase
Address Line 1: Two International Place
Address Line 2: Choate, Hall & Stewart
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Rachel Chase
Signature:	/rsc/
Date:	11/02/2011

Total Attachments: 13
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Execution Copy

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 8, 2011, is entered into by and among AGY HOLDING CORP., a Delaware corporation ("**AGY Holdings**"), AGY AIKEN LLC, a Delaware limited liability company ("**Aiken**"), AGY HUNTINGDON LLC, a Delaware limited liability company ("**Huntingdon**" and, together with AGY Holdings and Aiken, collectively, "**Grantors**"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent (in such capacity, the "**Administrative Agent**") for the lenders (the "**Lenders**") parties to the Loan Agreement referred to below.

Statement of Facts

A. Pursuant to the Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among the Grantors, the Administrative Agent, the Lenders, and UBS Securities LLC, as documentation agent for such Lenders (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "**Loan Agreement**"), the Lenders have agreed to make Loans and other financial accommodations to the Grantors on the terms set forth therein.

B. In order to induce the Lenders to provide the Loans and other extensions and advances of credit to the Grantors upon the terms and subject to the conditions contained in the Loan Agreement, the Grantors have agreed, upon the terms contained in the Loan Agreement, to grant to the Administrative Agent, for the ratable benefit of the Lenders and the other Secured Parties, a continuing security interest in and Lien upon all Intellectual Property of the Grantors in order to secure all of the Obligations.

C. Upon the terms contained in the Loan Agreement, the Grantors have agreed to execute and deliver to the Administrative Agent this Intellectual Property Security Agreement, which is supplemental to the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby absolutely, unconditionally and irrevocably agree with the Administrative Agent, for the ratable benefit of the Lenders and the other Secured Parties, as follows:

1. **Definitions.** All capitalized terms used (including in the Preamble and the Statement of Facts) but not otherwise defined herein shall have the meanings given to them in the Loan Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **"Copyrights"** shall mean any United States or foreign copyrights or copyrightable works (whether or not registered, statutory or common law) to which a Grantor now or from time to time hereafter has title, including all reissues, renewals or extensions thereof, as well as any registrations of any copyrights or applications for copyright registrations

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now or from time to time hereafter made by a Grantor with the United States Copyright Office or any similar office or agency in foreign jurisdictions, and all rights provided by international treaties or conventions with respect to any of the foregoing.

(b) **"Imprints"** shall mean the imprints, series, colophons and brands owned by or licensed to a Grantor.

(c) **"Intellectual Property"** shall mean all of the rights, title and interests of a Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including all of its trademarks and all trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of such Grantor connected with the use of, or otherwise symbolized by, each Mark (including each trademark and trademark license), Patent, Patent license, Copyright and Copyright license;

(v) all Trade Secret Rights, all Works, Imprints, Manuscripts, URLs and all other Intellectual Property; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by such Grantor against third parties for past, present or future (A) infringement or dilution of any Mark, including any trademark or trademark licensed under any trademark license, (B) injury to any goodwill associated with any Mark, including any trademark or any trademark licensed under any trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) violation of any Trade Secret Rights or any other Intellectual Property.

(d) **"Loan Agreement"** shall have the meaning given to such term in the Statement of Facts above.

(e) **"Manuscripts"** means manuscripts or manuscripts in progress created or to be created in connection with the Works, including all computer files, notes, plates, film, negatives, bluelines, art boards, laser generated proofs, treatment and illustrations.

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(f) **"Marks"** shall mean any trademarks and service marks now held or hereafter acquired by a Grantor which are registered in the United States Patent and Trademark Office, or in any other similar office or agency of the United States or any state thereof or any political subdivision thereof, or in any similar office or agency in foreign jurisdictions, and any application for such trademarks and service marks, as well as any unregistered marks used by a Grantor and trade dress, including logos, proprietary icons, designs, trade names, trade styles, company names, corporate names, business names, URLs, fictitious business names and other business or source identifiers in connection with which any of such registered or unregistered marks are used, and including all common law rights therein, and registrations and applications for registration therefor, all rights provided by international treaties or conventions with respect to the foregoing, and all renewals of any of the foregoing, and all goodwill associated therewith.

(g) **"Obligations"** shall mean: all (a) principal of and premium, if any, on the Loans, (b) LC Obligations and other obligations of Obligors with respect to Letters of Credit, (c) interest, expenses, fees, indemnification obligations, Extraordinary Expenses, and other amounts payable by Obligors under Loan Documents, (d) Secured Bank Product Obligations, and (g) other Debts, obligations and liabilities of any kind owing by Obligors pursuant to the Loan Documents, whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several.

(h) **"Patent"** shall mean any United States or foreign patent to which a Grantor now or from time to time hereafter has title, including any divisions, continuations, reissues, reexaminations, or extensions thereof, all inventions or improvements covered by the claims thereof, any application for a United States or foreign patent now or hereafter made by a Grantor, and any rights provided by international treaty or convention with respect to any of the foregoing.

(i) "**Trade Secret Rights**" all material rights in all material trade secrets and proprietary information necessary to operate the business of a Grantor.

(j) **"UCC"** shall mean the Uniform Commercial Code, as enacted and in effect from time to time in The Commonwealth of Massachusetts.

(k) **"URLs"** shall mean, in relation to a Grantor, all internet domain names that are used in connection with the business of such Grantor and that are owned or otherwise used by the Grantor.

(l) **"Works"** shall mean all of the works and other related products published pursuant to a contract or otherwise, including original and revised editions, and any and all existing works and works in progress, and regardless of whether such works are stored or published in print, electronic (including online) software or other media.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC, to the extent that

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such other terms are used or defined therein. References to the Loan Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations under the Loan Agreement and the other Loan Documents, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Lenders and the other Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of such Grantor to, in and under all of its Intellectual Property (other than any "intent-to-use" application for registration of a Mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, until such time as a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act is filed with the United States Patent and Trademark Office in connection with such "intent-to-use" application.

3. **Representations and Warranties.** Each Grantor represents and warrants to the Administrative Agent that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Mark, Mark application, Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and any similar office or agency in foreign jurisdictions, and the filing of appropriate financing statements in the State of organization of each Grantor, perfected Liens in favor of the Administrative Agent on, such Grantor's United States Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from such Grantor.

4. **Loan Agreement.** The security interests and Liens granted by the Grantors to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantors to the Administrative Agent pursuant to the Loan Agreement. The Grantors and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Loan Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other applicable law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Loan Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Loan Agreement, then the terms and conditions of the Loan Agreement shall prevail.

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5. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations under the Loan Agreement, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations under the Loan Agreement shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

6. **Notices**. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Loan Agreement.

7. **Termination; Release.**

(a) Subject always to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon payment in full of the Obligations and termination of the Commitments. Upon payment in full of the Obligations and termination of the Commitments, the Administrative Agent shall, at the sole cost and expense of the Grantors, promptly execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the termination of the Liens created hereby.

(b) In the event that any part of the Collateral is sold in connection with a sale permitted by the Loan Agreement or otherwise released at the direction of the Administrative Agent (or the Lenders, if required) or in accordance with the terms of the Loan Agreement, and the proceeds of such sale or sales or from such release are applied in accordance with the terms of the Loan Agreement, to the extent required to be so applied, such Collateral will be sold free and clear of the Liens created by this Intellectual Property Security Agreement, and the Administrative Agent, at the request and expense of the Grantors, will execute and deliver to the Grantors a proper instrument or instruments (including Uniform Commercial Code termination statements and Lien releases recordable with the United States Patent and Trademark Office or the United States Copyright Office, as applicable) and will duly assign, transfer and deliver to the Grantors (without recourse, and without any representation or warranty) such of the Collateral covered by this Intellectual Property Security Agreement as is then being (or has been) so sold or released and as may be in the possession of the Administrative Agent and has not theretofore been released pursuant to this Intellectual Property Security Agreement.

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8. **Choice of Law And Venue; Jury Trial Waiver.** **THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. EACH OF THE ADMINISTRATIVE AGENT AND THE GRANTORS ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 14.15 AND SECTION 14.16 OF THE LOAN AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.**

9. **Expenses.** In the event that any Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Loan Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of such Grantor, and the Grantors shall reimburse the Administrative Agent for all of the reasonable costs and expenses thereof on demand by the Administrative Agent.

10. **Delivery by Facsimile or Email.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile, an encrypted email or email file attachment shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.

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IN WITNESS WHEREOF, the Grantors have caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:
AGY HOLDING CORP.

By: _____
Name: Douglas J. Mattscheck
Title: President & Chief Executive Officer

AGY AIKEN LLC

By: _____
Name: Douglas J. Mattscheck
Title: President & Chief Executive Officer

AGY HUNTINGDON LLC

By: _____
Name: Douglas J. Mattscheck
Title: President & Chief Executive Officer

ADMINISTRATIVE AGENT:
BANK OF AMERICA, N.A.

By: _____
Name: Matthew T. O'Keefe
Title: Senior Vice President

[Signature Page – Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the Grantors have caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:
AGY HOLDING CORP.

By:_____
Name: Douglas J. Mattscheck
Title: President & Chief Executive Officer

AGY AIKEN LLC

By:_____
Name: Douglas J. Mattscheck
Title: President & Chief Executive Officer

AGY HUNTINGDON LLC

By:_____
Name: Douglas J. Mattscheck
Title: President & Chief Executive Officer

ADMINISTRATIVE AGENT:
BANK OF AMERICA, N.A.

By:_____
Name: Matthew T. O'Keefe
Title: Senior Vice President

[Signature Page – Intellectual Property Security Agreement]

Schedule I

Trademarks; Trademark Licenses

Country	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
AUSTRALIA							
	BETA	09/02/1963	182606	09/02/1963	182606	REGISTERED	023, 024
BENELUX							
	S GLASS	07/22/1975	333 971	07/24/1975	333 971	REGISTERED	21,23
BRAZIL							
	AGY	03/26/1999	821520555	10/01/2002	821520555	REGISTERED	21
	AGY	03/26/1999	821520547	10/01/2002	821520547	REGISTERED	22
CANADA							
	ADVANCED GLASSFIBER YARNS	11/05/1998	895 408	08/21/2000	TMA531,544	REGISTERED	N/A
	AGY	11/05/1998	895 409	03/07/2000	TMA524.401	REGISTERED	N/A
	BETA	09/13/1963	277,795	10/08/1965	TMA142.166	REGISTERED	N/A
	S-2 GLASS	04/14/1998	875 017	01/27/2000	TMA522.368	REGISTERED	N/A
	VeTron (Stylized)	07/24/2003	1 185 525	01/04/2005	TMA629.229	REGISTERED	N/A
	ZENTRON	02/28/1996	080569400	04/26/2001	TMA544192	REGISTERED	N/A
CHINA							
	AGY	05/27/2010	8336256			PENDING	21
	AGY	05/27/2010	8336255			PENDING	22
	AGY & Design	06/30/2009	7507905			PENDING	022
	AGY & Design	06/30/2009	7507906			PENDING	021
	AGY (in Chinese characters)	06/26/2009	7500783	10/28/2010	7500783	REGISTERED	021
	AGY (in Chinese characters)	06/26/2009	7500782			PENDING	022
	AGY S-2 GLASS	07/03/2009	7517333			PENDING	21
	AGY S-2 GLASS	07/03/2009	7517332	11/07/2010	7517332	REGISTERED	22
	AGY S-2 GLASS	07/03/2009	7517334			PENDING	23
	BETA	03/06/2007	5931623			PENDING	23
	S-1 GLASS	04/24/2008	6680775			PENDING	021
	S-2 GLASS	03/06/2007	5931627			PENDING	21
	S-2 GLASS	03/06/2007	5931626			PENDING	22
	S-2 GLASS	03/06/2007	5931625			PENDING	23
	S-3 GLASS	04/24/2008	6680774			PENDING	021
EUROPEAN UNION							
	AGY	07/24/2008	007089782	02/10/2009	007089782	REGISTERED	021,022
	S-1 GLASS	03/21/2008	006771745	10/31/2008	006771745	REGISTERED	021
	S-2 GLASS	02/23/1998	00765503	05/19/2000	00765503	REGISTERED	21,22
	S-3 GLASS	03/21/2008	006771786	11/03/2008	006771786	REGISTERED	021
	S-SERIES	09/03/2008	007209075	03/12/2009	007209075	REGISTERED	021
	ZENTRON	10/15/1996	391326	08/03/1998	391326	REGISTERED	21
Country	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
FINLAND							
	BETA	09/09/1963	2832/63	01/05/1966	45747	REGISTERED	23, 24
FRANCE							
	BETA	08/05/1963	1 479 378	07/05/1963	1 479 378	REGISTERED	000, 23, 24
GERMANY							
	AGY	10/15/1998	39859490.2	04/20/1999	398 59 490	REGISTERED	21, 22
	BETA	07/24/1963	O 4722	07/12/1966	821630	REGISTERED	23, 24, 26
HONG KONG							
	AGY	06/08/2009	301358956	06/08/2009	301358956	REGISTERED	21, 22
	AGY (in Chinese characters)	06/08/2009	301358974	06/08/2009	303158974	REGISTERED	21, 22
	AGY and Design	06/08/2009	301358965	06/08/2009	301358965	REGISTERED	21, 22
ISRAEL							

Country	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
	BETA	08/27/1963	22395	08/27/1963	22395	REGISTERED	23
JAPAN							
	AGY	10/19/2009	2009-079002	11/19/2010	5369438	REGISTERED	021, 022
	AGY & Design	06/08/2009	2009-042518			PENDING	021, 022
	AGY (in Chinese Characters)	06/08/2009	2009-042519	02/05/2010	5299565	REGISTERED	021, 022
	BETA	06/12/1995	7-58525	07/25/1997	3335509	REGISTERED	22
	S-SERIES	09/18/2008	2008-076546	04/10/2009	5222296	REGISTERED	021
	ZENTRON	01/27/2000	2000-5159	04/27/2001	4470963	REGISTERED	17, 22
MEXICO							
	AGY	03/26/2009	997957	10/28/2009	1128070	REGISTERED	021
	AGY	03/26/2009	997958	10/28/2009	1128071	REGISTERED	022
NEW ZEALAND							
	BETA	05/13/1963	73807	07/25/1963	73807	REGISTERED	23
	BETA	08/04/1964	76471	09/15/1966	76471	REGISTERED	24
	BETA	08/04/1964	76470	11/24/1966	76470	REGISTERED	22
NORWAY							
	AGY	01/22/1999	19900782	06/10/1999	197978	REGISTERED	21, 22
SOUTH KOREA							
	AGY	06/23/2009	29496/2009	08/12/2010	832852	REGISTERED	021, 022
	AGY & Design	06/23/2009	29497/2009	08/12/2010	832853	REGISTERED	021, 022
	AGY (in Chinese characters)	06/12/2009	27540/2009	07/30/2010	40-0831501	REGISTERED	021, 022
SWITZERLAND							
	AGY	10/29/1998	08930/1998	05/12/1999	461 246	REGISTERED	21, 22
TAIWAN							
	AGY	12/01/1999	88001819	12/01/1999	876993	REGISTERED	21
	AGY	01/16/1999	88001820	10/16/1999	872203	REGISTERED	22
	AGY & Design	06/26/2009	098027550			PENDING	021, 022
	AGY (in Chinese characters)	06/26/2009	098027555	04/01/2010	1404355	REGISTERED	021, 022
	AGY (in Traditional Chinese characters)	07/17/2009	098030998	04/16/2010	1406824	REGISTERED	021, 022
UNITED KINGDOM							
	BETA	05/13/1963	852565	05/13/1963	852565	REGISTERED	23
	BETA	08/23/1963	853281	08/23/1963	853281	REGISTERED	24
	BETA	05/13/1963	853564	05/13/1963	852564	REGISTERED	22
UNITED STATES							
	AGY	02/25/2004	78/373,768	12/20/2005	3,032,998	REGISTERED	021, 022
	AGY and Design	02/25/2004	78/373,839	11/29/2005	3,021,917	REGISTERED	21, 22
	S-2 GLASS	10/20/2006	77/026,141	08/12/2008	3,482,929	REGISTERED	021
	ZENTRON	10/20/2006	77/026,031	08/14/2007	3,278,827	REGISTERED	021

Schedule II

Patents; Patent Licenses

AGY Holding Corp. – Patents:

COUNTRY	FILED	SERIAL #	ISSUED	PATENT #	STATUS
BALLISTIC MATERIALS					
UNITED STATES	12/26/1991	07/813,616	06/01/1993	5,215,813	ISSUED
Ballistic Materials					
UNITED STATES	03/05/2008	12/042,430			PENDING
MEXICO	03/05/2008	MX/a/2009/009476			PENDING
EUROPEAN PATENT CO	03/05/2008	08731390.4			PUBLISHED
BUSHING BALANCE CONTROLLER AND METHOD OF USING SAME					
SOUTH KOREA	03/03/1989	89700395	10/20/1997	127,147	ISSUED
CONTINUOUS FILAMENT MAT BINDER SYSTEM					
EUROPEAN PATENT CO	02/28/2003	03711345.3	02/23/2003	1483315	ISSUED
CHINA	02/28/2003	03805487.6	07/26/2006	ZL03805487.6	ISSUED
CANADA	02/28/2003	2,478,590			PENDING
BRAZIL	02/28/2003	PI 0308065-0			PENDING
JAPAN	02/28/2003	2003-574711			PENDING
ITALY	02/28/2003	03711345.3	02/15/2006	1483315	ISSUED
UNITED KINGDOM	02/28/2003	03711345.3	02/15/2006	1483315	ISSUED
FRANCE	02/28/2003	03711345.3	02/15/2006	1483315	ISSUED
GERMANY	02/28/2003	60303593.0-08	02/15/2006	60303593.0-08	ISSUED
INDIA	08/19/2004	01206/KOLNP/04	01/14/2009	227632	ISSUED
GLASS COMPOSITION WITH LOW COEFFICIENT OF THERMAL EXPANSION, AND GLASS FIBER PRODUCED FROM SAME					
UNITED STATES	01/11/2011	61/431,712			PENDING
HIGH STRENGTH GLASS COMPOSITION AND FIBERS					
UNITED STATES	12/22/2010	12/976,261			PENDING
WIPO	12/22/2010	PCT/US2010/061810			PENDING
Low Dielectric Glass Fiber					
UNITED STATES	10/26/2006	11/586,789	03/16/2010	7,678,721	ISSUED
TAIWAN	10/25/2007	096140094			PUBLISHED
EUROPEAN PATENT CO	10/26/2007	07854439.2			PUBLISHED

TRADEMARK
REEL: 004690 FRAME: 0238

COUNTRY	REFERENCE TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
CHINA		10/26/2007	200780048402.7			PUBLISHED
MEXICO		10/26/2007	MX/a/2009/004445			PENDING
CANADA		10/26/2007	2,667,439			PENDING
SOUTH KOREA		10/26/2007	2009-7008658			PUBLISHED
JAPAN		10/26/2007	2009-534882			PUBLISHED
FEDERATION OF		10/26/2007	2009119737			PENDING
INDIA		10/26/2007	1541/KOLNP/2009			PENDING
UNITED STATES		04/27/2009	12/447,393			PENDING
HONG KONG		01/08/2010	10100181.7			PUBLISHED

METHOD AND APPARATUS FOR CONTROLLING HEATING AND COOLING IN SEGMENTS OF A FIBER GLASS BUSHING

UNITED STATES	01/20/1998	09/009,478	01/02/2001	6,167,728	ISSUED

METHOD AND APPARATUS FOR CONTROLLING HEATING AND COOLING IN SEGMENTS OF A FIBER GLASS BUSHING

UNITED STATES	12/17/1999	09/464,817	01/23/2001	6,177,656	ISSUED

METHOD FOR CONTROLLING HEATING AND COOLING IN SEGMENTS AT A FIBER GLASS BUSHING

FRANCE	10/12/1995	95938141.9	04/21/1999	0785914	ISSUED
MEXICO	10/12/1995	97/02645	05/14/2001	201,858	ISSUED
UNITED STATES	10/16/1996	08/734,421	07/28/1998	5,785,728	ISSUED

SIZING COMPOSITION, GLASS STRAND, AND FABRIC

UNITED STATES	09/03/2010	61/379,758			PENDING

WEAVING A YARN HAVING PERIODIC FLAT SPOTS ON AN AIR JET LOOM

UNITED STATES	07/16/1996	08/683,017	02/01/2000	6,019,140	ISSUED

ZERO TWIST YARN HAVING PERIODIC FLAT SPOTS

UNITED STATES	07/16/1996	08/683,005	03/24/1998	5,731,084	ISSUED

AGY Huntingdon, LLC – Patents:

CONTINUOUS FILAMENT MAT BINDER SYSTEM

Country	Filed	Serial #	Issued	Patent #	Status
UNITED STATES	03/07/2003	10/383,372	08/01/2006	7,083,855	ISSUED

Schedule III

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None.