

01/30/2012

Form PTO-1594 (Rev. 03-14-10)  
OMB Collection 0654-0027 (exp. 03/31/2012)

DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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RECORDED  
TR

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):

Hexcel Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 7, 2010

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Administrative Agent

Internal

Address: NC1-002-15-36

Street Address: 101 S. Tryon Street

City: Charlotte

State: North Carolina

Country: United States Zip: 28255

- Association
- General Partnership
- Limited Partnership
- Corporation

Other natl banking assoc Citizenship United States

If 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 SCHEDULE A to IP Supplement No. 1 attached hereto

B. Trademark Registration No.(s)

See SCHEDULE A to IP Supplement No. 1 attached hereto

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See SCHEDULE A to IP Supplement No. 1 attached hereto

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: McGuireWoods LLP

Internal Address: Attn: Terry L. Witcher, Paralegal

Street Address: 201 N. Tryon Street, Suite 3000

City: Charlotte

State: North Carolina Zip: 28202

Phone Number: 704-343-2104

Fax Number: 704-444-8857

Email Address: twitcher@mcguirewoods.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name: NGUYEN1 00000052 850884743

9. Signature:

A. Carter Arey

Signature

A. Carter Arey, Esq.

Name of Person Signing

01 FC:0521  
02 FC:0522  
January 20, 2012

Date

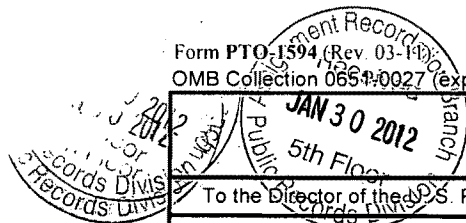
Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004731 FRAME: 0158

01/30/12



OP

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

**Patent Applications**

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

**Issued Patents**

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

**Trademark Application**

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

## IP SUPPLEMENT

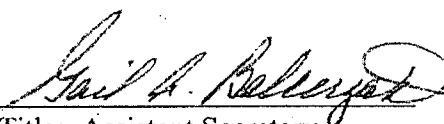
This **IP SUPPLEMENT NO 1**, dated as of October 7, 2010 is delivered by **HEXCEL CORPORATION**, a Delaware corporation (the "**Grantor**"), pursuant to and supplements (i) the Security Agreement, dated as of July 9, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter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

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, Grantor grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral and Patent Collateral set forth on Schedule A annexed hereto. All such Trademark Collateral and Patent Collateral shall be deemed to be part of the Trademark Collateral or Patent Collateral, as the case may be, and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

**HEXCEL CORPORATION**

By:   
Title: Assistant Secretary