

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hexcel Corporation		06/27/2013	CORPORATION: DELAWARE
Hexcel Holdings Luxembourg S.a.r.l.		06/27/2013	a societe a responsabilite limitee: LUXEMBOURG

RECEIVING PARTY DATA

Name:	RBS CITIZENS, N.A., as Administrative Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3530212	ACOUSTI-CAP
Registration Number:	4090996	ACOUSTI-CAP
Registration Number:	2827821	CR III
Registration Number:	2232548	CR-PAA
Registration Number:	1015248	FIBRELAM
Registration Number:	2991103	FLEX-CORE
Registration Number:	2799607	HEX-3R
Registration Number:	1373213	HEXCEL
Registration Number:	2671601	HEXCEL
Registration Number:	2734006	HEXCEL
Registration Number:	3157655	HEXCEL
Serial Number:	85084743	HEXCURVE
Registration Number:	2830362	HEXFIT

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Registration Number:	2660046	HEXFLOW
Registration Number:	3736200	HEXFORCE
Registration Number:	2559526	HEXMC
Registration Number:	2786920	HEXPLY
Registration Number:	3692564	HEXTOOL
Registration Number:	3458979	HEXTOW
Registration Number:	2571894	HEXWEB
Serial Number:	85027834	HITAPE
Registration Number:	2758742	HRH
Registration Number:	0967912	MAGNAMITE
Registration Number:	3487662	POLYSPEED
Registration Number:	3986835	PRIMETEX
Registration Number:	2240474	REDUX
Serial Number:	85086951	SUPERFIT
Registration Number:	0783342	TUBE-CORE

**CORRESPONDENCE DATA**

Fax Number: 7045032622

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

Phone: 704 503 2600

Email: trademarks@kslaw.com,cmhudson@kslaw.com,vbantug@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 100 N Tryon Street

Address Line 2: Suite 3900

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18688.015066
NAME OF SUBMITTER:	Vicky R. Bantug, Paralegal
Signature:	/Vicky R. Bantug/
Date:	07/01/2013

**Total Attachments: 6**

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## GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST**, dated as of June 27, 2013 is entered into by **HEXCEL CORPORATION**, a Delaware corporation ("**Grantor**"), in favor of **RBS CITIZENS, N.A.**, as Administrative Agent (in such capacity, the "**Administrative Agent**") for the Secured Parties (as defined in the Security Agreement referenced below).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of June 27, 2013 among Hexcel Corporation ("**Company**"), and Hexcel Holdings Luxembourg S.à.r.l., a société à responsabilité limitée duly incorporated and validly existing under the laws of the Grand-Duchy of Luxembourg (together with Company, collectively, the "**Borrowers**", and each a "**Borrower**"), the Administrative Agent, RBS Citizens, N.A., as Issuing Lender and as Swing Line Lender, and the lenders now or hereafter party thereto (the "**Lenders**") (as amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), the Issuing Lender, the Swing Line Lender and the Lenders have agreed to provide the Borrowers with certain credit facilities.

**WHEREAS**, certain additional extensions of credit may be made from time to time for the benefit of the Grantors pursuant to certain Secured Cash Management Agreements and Secured Hedge Agreements (each as defined in the Credit Agreement, collectively, "**Related Credit Arrangements**").

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of June 27, 2013 (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**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), among Grantor, the Administrative Agent and the other grantors named therein, Grantor has granted to the Administrative Agent a continuing security interest and continuing lien on the Trademark Collateral;

**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 the Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in and continuing lien on all of Grantor's right, title and interest in and to the following, in each case whether now owned or hereafter acquired or arising and wherever located (the "**Trademark Collateral**");

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for by such Grantor in the United States and any state thereof and in foreign countries (including, without limitation, the United States registrations and United States applications set forth on Schedule A annexed hereto), all common law and other rights of such Grantor (but in no event any of the obligations) in and to Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the use of and connected with Trademarks; and

(ii) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral shall not include and Grantor shall not be deemed to have granted a security interest in: (i) any applications for trademarks or service marks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), at which point such trademark or service mark application shall be considered automatically included in the Trademark Collateral, or (ii) any of Grantor's rights or interests in or under, any lease, license, contract, permit, Instrument, Security, agreement or franchise to which Grantor is a party or any of its rights or interests thereunder if and for so long as and to the extent that the grant of such security interest would constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, such lease, license, contract, permit, Instrument, Security, agreement or franchise (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or under any other applicable law (including the Bankruptcy Code) or principles of equity); provided however, that, with respect to the foregoing clause (ii), the security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, or unenforceability shall be remedied or shall cease to exist and, to the extent severable, shall attach immediately to any portion of any such lease, license, contract, permit, Instrument, Security, agreement or franchise that does not result in any of the consequences set forth in subsection (A) or (B) above.

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 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 the event of an irreconcilable conflict between the Security Agreement and this Agreement, the Security Agreement shall control.

**THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

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HEXCEL CORPORATION  
NOTICE OF SECURITY INTEREST IN TRADEMARKS

HEXCEL CORPORATION

By: 

Name: Wayne C. Gensky

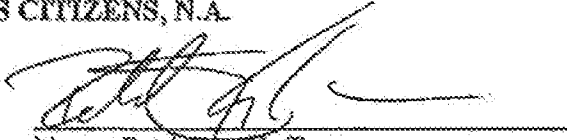
Title: Senior Vice President and Chief Financial Officer

HEXCEL CORPORATION  
NOTICE OF SECURITY INTEREST IN TRADEMARKS

ADMINISTRATIVE AGENT:

RBS CITIZENS, N.A.

By:



Name: Patrick A. Keffer

Title: Senior Vice President

## HEXCEL INTELLECTUAL PROPERTY - U.S. TRADEMARKS

MARK/TITLE	STATUS	COUNTRY NAME	APPLICATION NUMBER	DATE FILED	REG DATE	REGISTRATION NUMBER	OWNER
ACOUSTI-CAP	Registered	United States of America	77362875	Jan 2, 2008	Jul 1, 2008	3530212	Hexcel Corporation (DEL)
ACOUSTI-CAP	Registered	United States of America	85353201	Jun 22, 2011	Jan 24, 2012	4096896	Hexcel Corporation
CR III	Registered	United States of America	78177499	Oct 23, 2002	Mar 30, 2004	2827821	Hexcel Corporation (DEL)
CR-PA4	Registered	United States of America	73057745	Feb 14, 1995	Mar 16, 1995	2332548	Hexcel Corporation (DEL)
FIBRELAM	Registered	United States of America	73828139	Jul 29, 1974	Jul 8, 1975	1015248	Hexcel Corporation (DEL)
FLEX-CORE	Registered	United States of America	76358774	Nov 7, 2003	Sep 6, 2005	2591101	Hexcel Corporation (DEL)
HEX-3R	Registered	United States of America	76117925	Aug 28, 2000	Dec 30, 2003	2799657	Hexcel Corporation (DEL)
HEXCEL	Registered	United States of America	73527639	Mar 18, 1985	Dec 3, 1985	1373213	Hexcel Corporation (DEL)
HEXCEL AND DESIGN	Registered	United States of America	76321379	Oct 4, 2001	Jan 7, 2003	2671601	Hexcel Corporation (DEL)
HEXCEL AND DESIGN	Registered	United States of America	76349442	Dec 14, 2001	Jul 8, 2003	2794006	Hexcel Corporation (DEL)
HEXCEL AND DESIGN	Registered	United States of America	78729937	Oct 10, 2005	Oct 17, 2006	3137633	Hexcel Corporation (DEL)
NEXCURVE	Pending	United States of America	85084743	Jul 14, 2010			Hexcel Corporation
HEXFIT	Registered	United States of America	76175493	Dec 11, 2000	Apr 6, 2004	2830362	Hexcel Corporation (DEL)
HEXFLOW	Registered	United States of America	75883901	Dec 30, 1999	Dec 10, 2002	2660346	Hexcel Corporation (DEL)
HEXFORCE	Registered	United States of America	77891991	Mar 16, 2009	Jan 12, 2010	3736200	Hexcel Corporation (DEL)
HEXMC	Registered	United States of America	75768425	Aug 6, 1998	Apr 9, 2002	2559526	Hexcel Corporation (DEL)
HEXPLY	Registered	United States of America	76161322	Nov 6, 2000	Mar 25, 2003	2786920	Hexcel Corporation (DEL)
HEXFOCK	Registered	United States of America	77725555	Apr 28, 2009	Oct 6, 2009	3682804	Hexcel Corporation (DEL)
HEXTOW	Registered	United States of America	77126738	Mar 9, 2007	Jul 1, 2008	3458979	Hexcel Corporation
HEXWEB	Registered	United States of America	75769248	Aug 5, 1999	May 21, 2002	2571894	Hexcel Corporation (DEL)
HTAPE	Allowed	United States of America	85027834	Apr 30, 2010			Hexcel Corporation
HRH	Registered	United States of America	76469695	Nov 15, 2002	Sep 2, 2003	2788742	Hexcel Corporation (DEL)
MAGNAMITE	Registered	United States of America	7343173	Aug 18, 1972	Sep 11, 1973	967912	Hexcel Corporation (DEL)
POLYSPEED	Registered	United States of America	77305249	Oct 17, 2007	Aug 19, 2008	3487662	Hexcel Corporation (DEL)
PRIMETEX	Registered	United States of America	85619925	Apr 16, 2010	Jun 28, 2011	3986835	Hexcel Corporation

MARK/TITLE	STATUS	COUNTRY NAME	APPLICATION NUMBER	DATE FILED	REG DATE	REGISTRATION NUMBER	OWNER
REDUX	Registered	United States of America	75399326	Dec 4, 1997	Apr 20, 1999	2240474	Hexcel Corporation (DEL)
SUPERFIT	Pending	United States of America	85086951	Jul 16, 2010			Hexcel Corporation
TUBE-CORE	Registered	United States of America	72196157	Jan 22, 1964	Jan 12, 1965	783347	Hexcel Corporation (DEL)