

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxbow Calcining LLC	FORMERLY Great Lakes Carbon LLC	07/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	135 S. LaSalle St.		
Internal Address:	Mail Code: IL4-135-05-41		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2112295	CARBO COKE	
Registration Number:	0528763	GLC	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868118		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625-4640		
NAME OF SUBMITTER:	John E. Slaughter		

OP \$65.00 2112295

Signature:	/John E. Slaughter/
Date:	07/23/2013
Total Attachments: 4 source=NGSI-T 2nd Lien Oxbow Calcining LLC#page1.tif source=NGSI-T 2nd Lien Oxbow Calcining LLC#page2.tif source=NGSI-T 2nd Lien Oxbow Calcining LLC#page3.tif source=NGSI-T 2nd Lien Oxbow Calcining LLC#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

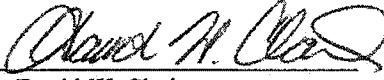
Please be advised that pursuant to the Second Lien Carbon Security and Pledge Agreement dated as of July 19, 2013 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as collateral agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications on Schedule 1 to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications on Schedule 1 hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

[Signature Pages Follow]

Very truly yours,

OXBOW CALCINING LLC
(f/k/a Great Lakes Carbon LLC),
a Delaware limited liability company

By: 

Name: David W. Clark

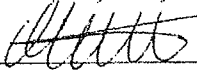
Title: Assistant Secretary

CHAR11320328

TRADEMARK
REEL: 005076 FRAME: 0639

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: **Fani Davidson**
Title: **Vice President**

CIARIV1320328

Schedule 1

Oxbow Calcining LLC
(Delaware Limited Liability Company)
Formerly known as
Great Lakes Carbon LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
CARBO COKE	2112295	11/11/97
GLC and Design	0528763	08/08/50