

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRAFTECH INTERNATIONAL HOLDINGS INC.		05/22/2015	CORPORATION: DELAWARE
FIBER MATERIALS INC.		05/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK N.A., AS COLLATERAL AGENT		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4552963	HELIOS	
Registration Number:	4552973	HELIOS	
Serial Number:	86446297		
Serial Number:	85883949	GRAFZONE	
Serial Number:	86339778	GRAF+	
Serial Number:	86181151	BULLZEYE	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-40139		

OP \$165.00 4552963

NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	06/09/2015
Total Attachments: 7 source=40139#page1.tif source=40139#page2.tif source=40139#page3.tif source=40139#page4.tif source=40139#page5.tif source=40139#page6.tif source=40139#page7.tif	

TRADEMARK SECURITY AGREEMENT dated as of May 22, 2015 (this "Agreement"), among GRAFTECH INTERNATIONAL HOLDINGS INC., a Delaware corporation, and FIBER MATERIALS INC., a Delaware corporation (together with GrafTech International Holdings Inc., the "Grantors") and JPMORGAN CHASE BANK, N.A. as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Amended and Restated Intellectual Property Security Agreement dated as of April 28, 2010 (as the same may be further amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), among GrafTech International Ltd., a Delaware corporation ("GrafTech"), GrafTech Global Enterprises Inc., a Delaware corporation ("Global"), GrafTech Finance Inc., a Delaware corporation ("Finance"), and the other subsidiaries of GrafTech from time to time party thereto in favor of JPMorgan Chase Bank, N.A. as collateral agent for the Secured Parties and (b) the Second Amended and Restated Credit Agreement dated as of February 27, 2015 (as the same may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among GrafTech, Finance, GrafTech Luxembourg I S.à.r.l., GrafTech Luxembourg II S.à.r.l. and GrafTech Switzerland S.A., the LC Subsidiaries from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent, Issuing Bank and a Swingline Lender. The Lenders and the Issuing Banks, respectively, have agreed to make Loans and to issue Letters of Credit pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit under the Credit Agreement are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each other Secured Party (and each of their successors and assigns), hereby agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Intellectual Property Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations (as defined in the Credit Agreement), each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which each Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos,

other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations, recordings and pending applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof set forth on Schedule I attached hereto (the "Trademarks"), and

(b) all written agreements, now or hereafter in effect, granting to any third party any right to use any Trademarks now or hereafter owned by the Grantors or that the Grantors otherwise have the right to license, or granting to the Grantors any right to use any Trademarks now or hereafter owned by any third party, and all rights of such Grantor under any such agreements ("Trademark Licenses"), and

(c) all goodwill associated therewith or symbolized thereby, and

(d) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Intellectual Property Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Intellectual Property Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Intellectual Property Security Agreement, in accordance with its terms, following a written request therefor, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor (at each Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing each Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Intellectual Property Security Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. This Agreement shall become

effective when the Collateral Agent shall have received counterparts of this Agreement that, when taken together, bear the signatures of each Grantor and the Collateral Agent.

SECTION 6. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

GRAFTECH INTERNATIONAL
HOLDINGS INC.,

by

Q. J. Coburn
Name: Quinn J. Coburn
Title: Vice President and
Treasurer

FIBER MATERIALS INC.,

by

Q. J. Coburn
Name: Quinn J. Coburn
Title: Vice President and
Treasurer

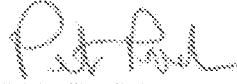
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
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JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by



.....
Name: Peter Predun

Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

[3819911]

TRADEMARK
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SCHEDULE I

TRADEMARKS OWNED BY
GRAFTECH INTERNATIONAL HOLDINGS INC.

(GrafTech International Holdings Inc., formerly known as UCAR Carbon Company Inc., of which Advanced Energy Technology Inc., formerly known as GRAFTECH Inc., was merged into UCAR Carbon Company Inc. simultaneously with the name change to GrafTech International Holdings Inc. that became effective September 30, 2007.)

U.S. Trademark Registrations
(Numerical order by Trademark No.)

Mark	Registration Date:	Registration No.
HELIOS	17-Jun-2014	4552963
HELIOS & Design	17-Jun-2014	4552973

U.S. Trademark Applications

Mark	Filing Date:	Application #:
Arc Furnace Design	06-Nov-2014	86/446297
GRAFZONE	22-Mar-2013	85/883949
GRAF+	17-Jul-2014	86/339778

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (2015)]

[[3519011]]

TRADEMARK
REEL: 005548 FRAME: 0962

TRADEMARKS OWNED BY
FIBER MATERIALS INC.

[Numerical order by trademark registration/application no.]

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
BULLZEYE	31-Jan-2014	86/181151