

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GrafTech Advanced Graphite Materials LLC		09/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GT Acquisition Holdings, LLC		
Street Address:	1654 King Street		
City:	Enfield		
State/Country:	CONNECTICUT		
Postal Code:	06082		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3185274	GRAFOAM	
Registration Number:	2598623	GRAFBOARD	
Registration Number:	1727628	SMART RAM	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	47296-7		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	11/01/2017		
Total Attachments: 5			
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**TRADEMARK ASSIGNMENT
(REGISTERED U.S. TRADEMARKS)
(GAGM- GAGM LLC to Buyer Side (Closing))**

This **TRADEMARK ASSIGNMENT (REGISTERED U.S. TRADEMARKS)**, effective as of September 30, 2017 (this "Trademark Assignment"), is entered into by and between GRAFTECH ADVANCED GRAPHITE MATERIALS LLC, a Delaware limited liability company with a principal place of business at 12300 Snow Road Parma, Ohio 44130 ("Assignor"), and GT ACQUISITION HOLDINGS, LLC, a Delaware limited liability company with a principal place of business at 1654 King Street, Enfield, Connecticut 06082 ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in the registered U.S. trademarks set forth in Schedule A attached hereto (the "Registered U.S. Trademarks");

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, all of Assignor's right, title and interest in and to the Registered U.S. Trademarks; and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Sale Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee is acquiring various assets of Assignor, including the Registered U.S. Trademarks.

NOW, THEREFORE, in consideration of the premises, representations and warranties and the mutual covenants set forth herein and in the Purchase Agreement and other good, valuable and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee Assignor's entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Registered U.S. Trademarks, together with all the associated goodwill of its business symbolized by the Registered U.S. Trademarks, and all applications and registrations of the Registered U.S. Trademarks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Registered U.S. Trademarks, including infringement of the Registered U.S. Trademarks, or other violations, or injury to such goodwill, and the right to sue, either at law or in equity, and recover the same in Assignee's own name.

2. Governing Law. This Trademark Assignment is governed by and shall be construed in accordance with the laws of the State of Delaware and the federal laws applicable therein, without regard to principles of conflicts of laws.

3. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Trademark Assignment.

4. Severability. If any term, provision, or clause hereof, or of any other agreement or document that is required by this Trademark Assignment, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or render invalid any other provision or clause hereof or thereof, the consideration of mutuality of which can be given effect without such invalid or unenforceable provision, and all of which shall remain in full force and effect. If any provision of this Trademark Assignment is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable under applicable law.

5. Amendments, Binding Effect. This Trademark Assignment may not be amended or modified in any respect, except by a written instrument signed by all the parties to this Trademark Assignment making specific reference to this Trademark Assignment. This Trademark Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. Counterparts, Execution. This Trademark Assignment may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. Delivery of a counterpart of this Trademark Assignment or of any consent, waiver, addition, extension, modification, renewal, cancellation or amendment in respect thereof by facsimile or PDF shall be as effective as delivery of an original.

[remainder of page intentionally left blank]

[GAGM REGISTERED U.S. TRADEMARK ASSIGNMENT (2017)]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR: GRAFTECH ADVANCED GRAPHITE MATERIALS LLC

By: *-J. Cob-*

Name: Quinn J. Coburn

Title: Vice President and Treasurer

STATE OF *0*)
) SS:
COUNTY OF)

On this day of , 2017 before me appeared Quinn J. Coburn, known to me to be the Vice President and Treasurer of GrafTech Advanced Graphite Materials LLC who acknowledged that he signed this instrument as a free act on behalf of GrafTech Advanced Graphite Materials LLC.

Not Public:

My commission expires: *Aug. 19, 2019*



CYNTHIA AQUILINO
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 8/19/19

[GAGM REGISTERED U.S. TRADEMARK ASSIGNMENT (2017)]

ASSIGNEE: GT ACQUISITION HOLDINGS, LLC

By: _____

Name: _____

Title: _____

STATE OF Ohio)

) SS:

COUNTY OF Cuyahoga

On this 3rd day of September, 2017 before me appeared William Firostine, known to me to be PRESIDENT of GT Acquisition Holdings, LLC., who acknowledged that he/she signed this instrument as a free act on behalf of GT Acquisition Holdings, LLC.



Notary Public: ANDREW MURPHY
My commission expires: 2/2

[GAGM REGISTERED U.S. TRADEMARK ASSIGNMENT (2017)]

Schedule A
Registered U.S. Trademarks

<i>Mark</i>	<i>Country</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>
GRAFOAM	US	76638904	5/18/2005	3185274	12/19/2006
GRAFBOARD	US	75854305	11/22/1999	2598623	7/23/2002
SMART RAM	US	74170580	5/28/1991	1727628	10/27/1992

[GAGM REGISTERED U.S. TRADEMARK ASSIGNMENT (2017)]