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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM474719

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment to Credit Agreement and Joinder to Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Koppers Inc.		04/10/2018	Corporation: PENNSYLVANIA
Koppers Holdings Inc.		04/10/2018	Corporation: PENNSYLVANIA
Koppers Delaware, Inc.		04/10/2018	Corporation: DELAWARE
Koppers Asia LLC		04/10/2018	Limited Liability Company: DELAWARE
Koppers Concrete Products, Inc.		04/10/2018	Corporation: DELAWARE
Concrete Partners, Inc.		04/10/2018	Corporation: DELAWARE
Koppers Performance Chemicals, Inc.		04/10/2018	Corporation: NEW YORK
Koppers Railroad Structures Inc.		04/10/2018	Corporation: DELAWARE
Koppers World-Wide Ventures Corporation		04/10/2018	Corporation: DELAWARE
M.A. Energy Resources, LLC		04/10/2018	Limited Liability Company: KANSAS
Koppers Ventures Inc.		04/10/2018	Corporation: DELAWARE
Koppers-Nevada Limited-Liability Company		04/10/2018	Limited Liability Company: NEVADA
Koppers NZ LLC		04/10/2018	Limited Liability Company: NEW YORK
Wood Protection Management LLC		04/10/2018	Limited Liability Company: NEVADA
Wood Protection LP		04/10/2018	Limited Partnership: TEXAS
Cox industries, Inc.		04/10/2018	Corporation: SOUTH CAROLINA
Cox Wood Preserving Company		04/10/2018	Corporation: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	300 Fifth Avenue
Internal Address:	The Tower at PNC Plaza
City:	Pittsburgh

TRADEMARK REEL: 006395 FRAME: 0906

900451411

State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4774423	CENTER LINER
Registration Number:	1605586	ISLAND FURNITURE
Registration Number:	1312333	COX
Registration Number:	1067213	DURAPINE
Registration Number:	3696269	COX
Registration Number:	3701954	COX

CORRESPONDENCE DATA

Fax Number: 4125621041

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.

Phone: 412-562-1637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever Address Line 1: 301 Grant Street

Address Line 2: 20th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-301220
NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	05/18/2018

Total Attachments: 54

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SECOND AMENDMENT TO CREDIT AGREEMENT AND JOINDER

THIS SECOND AMENDMENT TO CREDIT AGREEMENT AND JOINDER (the "Amendment"), dated as of April 10, 2018 (the "Second Amendment Closing Date"), is made by and among KOPPERS INC., a Pennsylvania corporation (the "Borrower"), the GUARANTORS (as defined in the Amended Credit Agreement (as hereinafter defined)), the LENDERS (as defined in the Amended Credit Agreement), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Borrower, certain of the Loan Parties, certain of the Lenders and the Administrative Agent are parties to that certain Credit Agreement dated as of February 17, 2017, as amended by that certain First Amendment to Credit Agreement dated as of February 26, 2018 (as so amended, the "Credit Agreement"). The Credit Agreement as amended by this Amendment shall be referred to as the "Amended Credit Agreement"); and

WHEREAS, the Loan Parties desire to join Cox Industries, Inc., a South Carolina corporation, Cox Wood Preserving Company, a South Carolina corporation, National Wood Sourcing, LLC, a South Carolina limited liability company, Sustainable Management Systems, LLC, a South Carolina limited liability company, Atlantic Pole- Georgia, LLC, a South Carolina limited liability company, Atlantic Pole- Virginia, LLC, a South Carolina limited liability company, Ruby's Corner, LLC, a South Carolina limited liability company, Sweetwater Wood Holdings, LLC, a South Carolina limited liability company, Carolina Pole, Inc., a South Carolina corporation, North-South Wood Preserving Company, Inc., a South Carolina corporation, Structural Woods Preserving Co., a North Carolina corporation, Cove City Wood Preserving, Inc., a North Carolina corporation, Carolina Pole Leland, Inc., a North Carolina corporation, Leland Land LLC, a North Carolina limited liability company, Cox Wood of Alabama, LLC, an Alabama limited liability company, and Cox Wood of Virginia, LLC, a Virginia limited liability company (each, a "New Guarantor" and collectively, the "New Guarantors") as Guarantors under the Amended Credit Agreement and the other Loan Documents; and

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. <u>Definitions</u>. Except as set forth in this Amendment, defined terms used herein shall have the meanings given to them in the Amended Credit Agreement and the Loan Documents.

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(j) <u>Updated Schedules to Collateral Documents</u>. The Administrative Agent shall have received updated Schedules to each of the Security Agreement, the Patent Trademark and Copyright Security Agreement, and the Pledge Agreement reflecting the joinder of the New Guarantors.

11. Lender Joinder and Assumption. In consideration of each New Lender becoming a Lender under the Credit Agreement, each New Lender agrees that effective as of the Second Amendment Closing Date it shall become, and shall be deemed to be, a Lender under the Credit Agreement and each of the other Loan Documents and agrees that from and after the Second Amendment Closing Date and so long as such New Lender remains a party to the Credit Agreement, such New Lender shall assume the obligations of a Lender under and perform, comply with and be bound by each of the provisions of the Credit Agreement which are stated to apply to a Lender and shall be entitled (in accordance with its Commitment) to the benefits, rights and remedies set forth therein and in each of the other Loan Documents. Each New Lender hereby acknowledges that it has heretofore received (i) a true and correct copy of the Credit Agreement (including any modifications thereof or supplements or waivers thereto) as in effect on the Second Amendment Closing Date, and (ii) the executed original of its Notes dated the Second Amendment Closing Date issued by the Borrower under the Credit Agreement in the appropriate amount as set forth on Schedule 1.1(B) attached hereto.

The Commitments and Ratable Shares of each New Lender and each of the other Lenders are as set forth on Schedule 1.1(B) attached hereto. Each New Lender is executing and delivering this Amendment as of the Second Amendment Closing Date and acknowledges that it shall: (A) participate in all Loans borrowed by the Borrower on and after the Second Amendment Closing Date according to its Ratable Share; and (B) participate in all Letters of Credit outstanding on and after the Second Amendment Closing Date according to its Ratable Share.

12. Guarantor Joinder and Assumption. Each New Guarantor hereby becomes a Guarantor under the terms of the Amended Credit Agreement and in consideration of the value of the synergistic and other benefits received by each New Guarantor as a result of being affiliated with the Borrower and the other Guarantors, each New Guarantor hereby agrees that effective as of the date hereof it hereby is, and shall be deemed to be, a Guarantor and a Loan Party under the Credit Agreement and this Amendment, a Guarantor under the Guaranty, a Debtor under the Security Agreement, a Pledgor under the Pledge Agreement and the Patent, Trademark and Copyright Security Agreement, a Company under the Intercompany Subordination Agreement, and a Guarantor or Loan Party, as applicable, under each of the other Loan Documents to which the Guarantors are a party, and agrees that from the date hereof and so long as any Loan or any Commitment of any Lender shall remain outstanding and until Payment In Full, each New Guarantor has assumed the joint and several obligations of a "Guarantor", "Loan Party", "Debtor", "Company" or "Pledgor", as the case may be, under, and each New Guarantor shall perform, comply with and be subject to and bound by, jointly and severally, each of the terms, provisions and waivers of the Credit Agreement, the Guaranty, the Security Agreement, the Pledge Agreement, the Patent, Trademark and Copyright Security Agreement, the Intercompany Subordination Agreement, and each of the other Loan Documents which are stated to apply to or are made by a "Guarantor". Without limiting the generality of the foregoing, each New Guarantor hereby represents and warrants that (i) each of the representations and warranties set forth in Article 6 of the Credit Agreement applicable to such New Guarantor as a Guarantor is true and correct as to such New Guarantor on and as of the date hereof, and (ii) each New Guarantor has heretofore received a true and correct copy of the Credit Agreement, the Guaranty, and each of the other Loan Documents (including any modifications thereof or supplements or waivers thereto) in effect on the date hereof.

New Guarantor hereby makes, affirms, and ratifies in favor of the Lenders and the Administrative Agent the Credit Agreement, the Guaranty, the Security Agreement, the Pledge Agreement, the Patent, Trademark and Copyright Security Agreement, the Intercompany Subordination Agreement and each of the other Loan Documents given by the Guarantors to Administrative Agent and any of the Lenders. In furtherance of the foregoing, each New Guarantor shall execute and deliver or cause to be executed and delivered at any time and from time to time such further instruments and documents and do or cause to be done such further acts, as may in the reasonable opinion of the Administrative Agent, be necessary or advisable to carry out more effectively the provisions and purposes of the foregoing joinder and assumption and the other Loan Documents.

13. <u>Incorporation into Credit Agreement and other Loan Documents</u>. This Amendment shall be incorporated into the Credit Agreement by this reference and each reference to the Credit Agreement that is made in the Credit Agreement or any other document executed or

to be executed in connection therewith shall hereafter be construed as a reference to the Credit Agreement as amended hereby. The term "Loan Documents" as defined in the Credit Agreement shall include this Amendment.

- 14. <u>Severability</u>. If any one or more of the provisions contained in this Amendment, the Credit Agreement, or the other Loan Documents shall be held invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained in this Amendment, the Credit Agreement or the other Loan Documents shall not in any way be affected or impaired thereby, and this Amendment shall otherwise remain in full force and effect.
- 15. Successors and Assigns. This Amendment shall apply to and be binding upon the Borrower and each Guarantor in all respects and shall inure to the benefit of each of the Administrative Agent and the Lenders and their respective successors and assigns, provided that neither the Borrower nor any Guarantor may assign, transfer or delegate its duties and obligations hereunder. Nothing expressed or referred to in this Amendment is intended or shall be construed to give any person or entity other than the parties hereto a legal or equitable right, remedy or claim under or with respect to this Amendment, the Credit Agreement or any of the other Loan Documents, it being the intention of the parties hereto that this Amendment and all of its provisions and conditions are for the sole and exclusive benefit of the Borrower, the Guarantors, the Administrative Agent and the Lenders.
- 16. Reimbursement of Expenses. The Borrower unconditionally agrees to pay and reimburse the Administrative Agent and save the Administrative Agent harmless against liability for the payment of reasonable out-of-pocket costs, expenses and disbursements, including without limitation, fees and expenses of counsel incurred by the Administrative Agent in connection with the development, preparation, execution, administration, interpretation or performance of this Amendment and all other documents or instruments to be delivered in connection herewith.
- 17. <u>Counterparts</u>. This Amendment may be executed by different parties hereto in any number of separate counterparts, each of which, when so executed and delivered shall be an original and all such counterparts shall together constitute one and the same instrument.
- 18. Entire Agreement. This Amendment sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by any party which is not embodied in this Amendment, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not set forth herein.
- 19. <u>Headings</u>. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

- 20. <u>Construction</u>. The rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Amendment.
- 21. <u>Governing Law</u>. This Amendment shall be deemed to be a contract under the laws of the State of New York and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of the State of New York without regard to its conflict of laws principles.
- Agreement. All references to the "Credit Agreement" contained in the other Loan Documents delivered in connection with the Credit Agreement or this Amendment shall, and shall be deemed to refer to the Credit Agreement as amended by this Amendment. Notwithstanding the foregoing, the Obligations of the Borrower and the other Loan Parties outstanding under the Credit Agreement and the Loan Documents as of the Second Amendment Closing Date shall remain outstanding and shall constitute continuing Obligations without novation and shall continue as such to be secured by the Collateral. Such Obligations shall in all respects be continuing and this Amendment shall not be deemed to evidence or result in a novation or repayment and reborrowing of such Obligations. The Liens securing payment of the Obligations under the Credit Agreement, as amended in the form attached to this this Amendment, shall in all respects be continuing, securing the payment of all Obligations.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

BORROWER:

KOPPERS INC.,

a Pennsylvania corporation

By: Autom E. Tronsberg-Deihle
Title: Treasurer

Title: Treasurer

GUARANTORS:

KOPPERS HOLDINGS INC.,

a Pennsylvania corporation

KOPPERS DELAWARE, INC.,

a Delaware corporation

KOPPERS ASIA LLC,

a Delaware limited liability company

KOPPERS CONCRETE PRODUCTS, INC.,

a Delaware corporation

CONCRETE PARTNERS, INC.,

a Delaware corporation

KOPPERS PERFORMANCE CHEMICALS, INC.,

a New York corporation

KOPPERS RAILROAD STRUCTURES INC.,

a Delaware corporation

By: Fyear English Name: Louann E. Tronsberg-Deihle

Title: Treasurer

KOPPERS WORLD-WIDE VENTURES CORPORATION,

a Delaware corporation

Name: Louann E. Tronsberg-Deihle
Title: Vice President

M.A. ENERGY RESOURCES, LLC a Kansas limited liability company KOPPERS VENTURES INC., a Delaware corporation

By: Lucia Medical Control Name: Louann E. Tronsberg-Deihle
Title: Treasurer

KOPPERS-NEVADA LIMITED-LIABILITY
COMPANY,
a Nevada limited liability company
KOPPERS NZ LLC,
a New York limited liability company
WOOD PROTECTION MANAGEMENT LLC,

By:_____

Name: Steven R. Lacy Title: Manager

WOOD PROTECTION LP,

a Nevada limited liability company

a Texas limited partnership

By: WOOD PROTECTION MANAGEMENT LLC,

as General Partner

Title: Manager

M.A. ENERGY RESOURCES, LLC a Kansas limited liability company KOPPERS VENTURES INC., a Delaware corporation

By:
Name: Louann E. Tronsberg-Deihle
Title: Treasurer
KOPPERS-NEVADA LIMITED-LIABILITY
COMPANY,
a Nevada limited liability company
KOPPERS NZ LLC,
a New York limited liability company
WOOD PROTECTION MANAGEMENT LLC,
a Nevada limited liability company
By:
Name: Steven R. Lacy
Title: Manager
WOOD PROTECTION LP,
a Texas limited partnership
By: WOOD PROTECTION MANAGEMENT LLC
as General Partner
and the second second
By:
Name: Steven R. Lacy
Title: Manager

COX INDUSTRIES, INC.,

a South Carolina corporation

COX WOOD PRESERVING COMPANY,

a South Carolina corporation

NATIONAL WOOD SOURCING, LLC,

a South Carolina limited liability company

SUSTAINABLE MANAGEMENT SYSTEMS, LLC,

a South Carolina limited liability company

ATLANTIC POLE- GEORGIA, LLC,

a South Carolina limited liability company

ATLANTIC POLE- VIRGINIA, LLC,

a South Carolina limited liability company

COX RECOVERY SERVICES, LLC,

a South Carolina limited liability company

RUBY'S CORNER, LLC,

a South Carolina limited liability company

SWEETWATER WOOD HOLDINGS, LLC.

a South Carolina limited liability company

CAROLINA POLE, INC.,

a South Carolina corporation

NORTH-SOUTH WOOD PRESERVING COMPANY,

INC.,

a South Carolina corporation

STRUCTURAL WOODS PRESERVING CO.,

a North Carolina corporation

COVE CITY WOOD PRESERVING, INC.,

a North Carolina corporation

CAROLINA POLE LELAND, INC.,

a North Carolina corporation

LELAND LAND LLC,

a North Carolina limited liability company

COX WOOD OF ALABAMA, LLC,

an Alabama limited liability company

COX WOOD OF VIRGINIA, LLC,

a Virginia limited liability company

By: <u>Freeze Ellouades</u> Diedle Name: Louann E. Tronsberg-Deihle

Title: Treasurer

ADMINISTRATIVE AGENT AND LENDERS:

PNC BANK, NATIONAL ASSOCIATION, as a Lender and as Administrative Agent

By: Jack Dock
Name: Tracy J. Decock
Title: Senior Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as a Lender

By: Sall Vol. Name. J. Barrett Donovan

Title: Senior Vice President

BANK OF AMERICA, N.A.,

as a Lender

By: X(M)(M) Name: Katherine Osole

Title: Senior Vice President

FIFTH THIRD BANK,

as a Lender

By: Managing Director

BANK OF MONTREAL, as a Lender

Ву: __ Name: Joshua Hovermale Title: Director

MUFG BANK, LTD., as n Lender

By: Mustafa Khan
Title: Director

CITIZENS BANK OF PENNSYLVANIA, as a Lender

By: Carl S. Tabacjar, Jr. / Name: Carl S. Tabacjar, Jr. / Title: Senior Vice President

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: R. Medsger

Title: Senior Vice President

NORTHWEST BANK, as a Lender

By:
Name: C. Forrest Tefft
Title: Senior Vice President

THE HUNTINGTON NATIONAL BANK, as a Lender

Name: Michael Kiss Title: Vice President

FIRST NATIONAL BANK OF PENNSYLVANIA,

as a Lender

By: Write T. Name: Dennis F. Lennon

Title: Vice President

FIRST COMMONWEALTH BANK,

as a Lender

Name: David H. McGowan Title: Senior Corporate Banker, SVP

TRISTATE CAPITAL BANK,

as a Lender

Name: Ellen Frank

Title: Senior Vice President

WASHINGTON FINANCIAL BANK,

as a Lender

Namé: Anthony M. Cardone

Title: Vice President

SUNTRUST BANK,

as a Lender

Name: Carlos Cruz Title: Vice President

TRADEMARK

REEL: 006395 FRAME: 0936

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of February 17, 2017 is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AS A PLEDGOR AND EACH OF THE OTHER PERSONS WHICH BECOMES A PLEDGOR HEREUNDER FROM TIME TO TIME (each, a "Pledgor" and collectively, the "Pledgors") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the "Administrative Agent").

WITNESSETH THAT:

WHEREAS, reference is made to that certain Credit Agreement, dated as of February 17, 2017 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), among Koppers Inc., a Pennsylvania corporation (the "Borrower"), the Guarantors (as defined therein) from time to time party thereto (the "Guarantors"), the Lenders (as defined therein) from time to time party thereto (the "Lenders") and the Administrative Agent; and

WHEREAS, pursuant to the Credit Agreement, the Administrative Agent and the Lenders have agreed to make certain loans and other financial accommodations to the Borrower; and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

- 1. Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "Code").
- (a) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

- "Secured Obligations" shall mean and include the following: (i) any and all obligations, liabilities, and indebtedness from time to time of the Borrower, any Guarantor or any other Subsidiary of the Borrower to the Agent, any of the Lenders or any Affiliate of the Agent or any Lender under or in connection with the Credit Agreement or any other Loan Document, whether for principal, interest, fees, indemnities, expenses, or otherwise, and all refinancings or refundings thereof, whether such obligations, liabilities, or indebtedness are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower, any Guarantor or any other Subsidiary of the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability, or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities, and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to an extension of credit is not satisfied); (ii) all Reimbursement Obligations of each Loan Party and any other Subsidiary of the Borrower with respect to any one or more Letters of Credit issued by any Issuing Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each Loan Party, any Excluded Subsidiary or any other Subsidiary of the Borrower to the Administrative Agent or any of the Lenders, or any of their respective Affiliates, arising out of any Lender-Provided Hedge, any Lender-Provided Treasury Arrangement or any Lender-Provided Credit Arrangement provided by the Administrative Agent, any of the Lenders or any of their respective Affiliates in accordance with the Credit Agreement; (iv) any sums advanced by or owing to the Administrative Agent or any of the Lenders for any reason relating to the Credit Agreement, any other Loan Document, or any collateral relating thereto, including for indemnification, for maintenance, preservation, protection or enforcement of, or realization upon, the Collateral or other collateral security or any one or more guaranties, and for enforcement, collection, or preservation of the rights of the Agent and the Lenders, and regardless whether before or after default or the entry of any judgment; (v) any obligation or liability of any Loan Party or any other Subsidiary of the Borrower arising out of overdrafts on deposits or other accounts or out of electronic funds (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Agent or any Lender to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Agent's or any Lender's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements, and (vi) any amendments, extensions, renewals and increases of or to any of the foregoing; notwithstanding the foregoing provisions in this definition, "Secured Obligations" shall not include Excluded Hedge Liabilities.
- (c) "Secured Parties" shall mean the Administrative Agent, the Lenders, and any provider of any Lender-Provided Hedge, Lender-Provided Treasury Arrangement, or Lender-Provided Credit Arrangement or any of the other Secured Obligations.
- 2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for the benefit

of itself and the Secured Parties, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights. Notwithstanding the foregoing and only with respect to contracts and licenses which exist on the Closing Date, if the foregoing grant of a security interest in favor of the Collateral Agent would cause such contracts and licenses to be void pursuant to the terms of such contracts and licenses (subject to any limitations in Article 9 of the Code with respect to the effect of such restrictions on the collateral assignment of such contracts and licenses), then the grant of a security interest in such contracts and licenses shall be postponed to the extent of such restrictions on collateral assignment until such time as the grant of the security interest would not cause such contracts and licenses to be void.

- 3. Each Pledgor jointly and severally represents and warrants, and covenants that:
- (a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;
- (c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;
- (d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;
- (e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;
- (f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;
- (g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 10 hereof;
- (h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing at least ten (10) calendar days prior written notice the Administrative Agent;
- (i) such Pledgor will not change its name without providing at least ten (10) calendar days prior written notice to the Administrative Agent; and
- (j) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not

- (1) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (2) sell all or substantially all of its assets.
- 4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in accepting this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.
- 5. Each Pledgor agrees that, until Payment In Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.
- 6. If, before Payment In Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement and the other Loan Documents to which it is a party, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or

any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment In Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released. Nothing in this Agreement waives any duty of the Administrative Agent or any right of Pledgor which cannot be waived under Section 9-602 of the UCC or other mandatory provisions of applicable Law which cannot be waived.

- 7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.
- 8. Upon Payment In Full, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.
- 9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

- Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until Payment In Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.
- 11. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.
- 12. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.
- 13. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under any other Loan Documents to which it is a party, or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.
- 14. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.
- (b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid,

voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

- (i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents, and any Lender-Provided Hedge, any Lender-Provided Treasury Arrangement and any Lender-Provided Credit Arrangement, and the value of the benefits described in Section 24 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or any Lender-Provided Hedge, any Lender-Provided Treasury Arrangement or any Lender-Provided Credit Arrangement, or
- (ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.
- (c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.
- 15. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Section 6 and Section 25 hereof with respect to additions and supplements to <u>Schedule A</u> hereto.
- 16. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes as provided therein.
- 17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

- 18. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New York, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New York.
- Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any New York state or federal court sitting in New York County, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of the Pledgors in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any Commitment under the Credit Agreement or any Secured Obligation of any Loan Party to any Secured Party remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 19. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Schedules to the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.
- 20. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Secured Party of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.
- 21. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.
- 22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in, Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

- Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-infact; and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.
- 24. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.
- 25. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being a Pledgor hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

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[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:

KOPPERS INC.,

a Pennsylvania corporation

By: Louann E. Tronsberg-Deihle

Title: Treasurer

KOPPERS HOLDINGS INC.,

a Pennsylvania corporation

KOPPERS DELAWARE, INC.,

a Delaware corporation

KOPPERS ASIA LLC,

a Delaware limited liability company

KOPPERS CONCRETE PRODUCTS, INC.,

a Delaware corporation

CONCRETE PARTNERS, INC.,

a Delaware corporation

KOPPERS PERFORMANCE CHEMICALS, INC.,

a New York corporation

KOPPERS RAILROAD STRUCTURES INC.,

a Delaware corporation

By: Louis Ellissee Celle Name: Louann E. Tronsberg-Deihle

Title: Treasurer

KOPPERS WORLD-WIDE VENTURES CORPORATION,

a Delaware corporation

By: Louent Elinoly Deible
Name: Louann E. Tronsberg-Deible

Title: Vice President

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

PLEDGORS:

KOPPERS VENTURES INC.,

a Delaware corporation

Name: Louann E. Tronsberg-Deihle

Title: Treasurer

KOPPERS-NEVADA LIMITED-LIABILITY COMPANY,

a Nevada limited liability company

KOPPERS NZ LLC,

a New York limited liability company

WOOD PROTECTION MANAGEMENT LLC,

a Nevada limited liability company

Ву:_____

Name: Steven R. Lacy Title: Manager

WOOD PROTECTION LP,

a Texas limited partnership

By: WOOD PROTECTION MANAGEMENT LLC,

as General Partner

By: _______ Name: Steven R. Lacy

Title: Manager

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name: Tracy J. DeCock

Title: Senior Vice President

SCHEDULE A

TO TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF UNITED STATES REGISTERED PATENTS, TRADEMARKS, TRADE NAMES AND COPYRIGHTS

Patents:

The report (Patent Property Report) which is attached to this Schedule is incorporated by reference into this Schedule A.

Trademarks:

The report (Trademark Property Report) which is attached to this Schedule is incorporated by reference into this Schedule A.

Copyrights:

None

TRADEMARKS AND TRADEMARK APPLICATIONS

KOPPERS STATES Delaware, 74456,586 114/1993 1,502,735 7/4/1995 REGISTERED 019 - [bituminous cement for flashing and roding, structural and to felt, waterproof pitch for building and configuration, namely, structural and are felt, waterproof pitch for building and configuration, namely, structural and are felt, waterproof pitch for building and configuration, namely, structural and are felt, waterproof pitch for building and configuration, namely, structural and are felt, waterproof pitch for building and configuration of configuration and are felt, waterproof pitch for building and configuration of configuration and are felt, waterproof pitch for building and configuration of configuration and all configuration and aspiration and surpasses for general construction purposes and surplants of configuration and surplants of configuration and surplants of configuration and surplants and surplants of configuration and surplants of configuration and surplants of configuration and surplants and surplants and surplants of configuration purposes and surplants and surplants of configuration and surplants and s	Mark	Country	Owner Name	App#	File Date	Mark Number	Date	Status	Description Combined
UNITED Koppers 74/456,289 11/4/1993 1,919,197 9/19/1995 REGISTERED STATES Delaware, Inc.	KOPPERS	STATES	Koppers Delaware, Inc.	74/456,586	11/4/1993	1,902,735	7/4/1995	REGISTERED	O19 - [bituminous cement for flashing and roofing; structural membranes for built-up roof construction; namely, tar-saturated fabric, asphalt and tar felt; waterproof pitch for building and roofing; bituminous fiber roof coating plastic; bituminous fiber roof coating plastic; bituminous fouch up sealant for patching and repairing bituminous-coated surfaces; bituminous protected roofing, siding and valleys;] preservative treated wood products; namely, pilings, poles, posts, crossties, lumber, structural wood products for general construction purposes [; laminated structural wood products, namely, arches, beams, columns, decking, lighting standards, utility crossame, plywood and other structural members; reinforced plastic standard structural shapes for general construction purposes and panels; polyester flooring; and liquid and liquid and liquid and liquid and structural shapes for general construction purposes and panels; polyester flooring; and liquid and liquid and structural shapes for general construction purposes and panels; polyester flooring; and liquid and liquid and structural shapes for general construction purposes and panels; polyester flooring; and liquid and liquid and structural shapes for general construction purposes and panels; polyester flooring; and liquid and liquid and structural shapes for general construction construction purposes and panels; polyester flooring sor and liquid and structural shapes for general construction construction purposes and panels; polyester flooring sor and liquid and structural shapes for general construction construction purposes and construction purposes and construction purposes and panels; polyester flooring sor and structural shapes for general constructural shapes
	KOPPERS	UNITED	Koppers Delaware, Inc.	74/456,289	11/4/1993	1,919,197	9/19/1995	REGISTERED	004 - [fuel, namely, coke] 019 - crude coal tar and pitches and preservative treated lumber

301808441 v2

001 - organic acids, cresylic acid compounds, naphthalene, coal tar bases in crude and pure form, namely quinoline and pyridine, synthetic pearlescence, namely basic lead carbonate, phthalic anhydride, and maleic anhydride, sold in bulk to the tar, coke and aluminum industries; floatation oils, coal tar neutral oils and tar acid oils for use in the manufacture of paints and solvents 002 - wood preservatives, namely creosote and creosote solutions 004 - flotation oils, coal tar neutral oils and tar acid oils for use as industrial lubricants.	040 - Treatment and disposal of crossties, switch ties, lumber, crossing panels, [poles,] and piling
REGISTERED	REGISTERED
1,940,412 12/12/1995	10/17/2006
1,940,412	3,156,761
11/4/1993	4/19/2005
74/456,593 11/4/1993	78/611,936
Koppers Delaware, Inc.	Koppers Delaware, Inc.
STATES	UNITED STATES
KOPPERS	KOPPERS

301808441

anhydride sold in bulk to the tar, coke and aluminum industries; tar acid oils for use in the manufacture of paints and solvents	002 - Wood preservatives, namely creosote and creosote solutions	preservative treated lumber; preservative treated lumber; preservative treated lumber; bituminous cement for flashing and roofing; structural membranes for built-up roof construction, namely, tar-saturated fabric, asphalt and tar felt; waterproof pitch for building and roofing; bituminous fiber roof coating [plastic]; bituminous fouch up sealant for patching and repairing bituminous protected roofing, siding and valleys;] preservative treated wood products, namely, plings, poles, posts, crossties, lumber. [structural wood products for general construction purposes; laminated structural wood products, namely, utility crossarms; and] liquid and liquifiable bituminous mastic and asphaltic roof coatings for brushing and spraying	on 7 - Carbon, graphite and composite foam, and synthetic graphite, for heat transfer and thermal management applications, insulating and flame retardant materials, thermal interface materials, blast abatement materials, roofing materials, structural applications, and electrically conductive applications
REGISTERED			REGISTERED
4/25/2006			10/1/2013
3,085,821			4,409,596
4/7/2003			7/10/2012
76/504,825			85/673, 152
Koppers Deleware, Inc.			Koppers Delaware, Inc.
UNITED			STATES
KOPPERS & Design			KOPPERS & Design

019 - Cold process roofing system comprising far coatings, insulation materials, reinforcing fabrics and adhesives	019 - Treated Lumber	019 - treated wood for construction purposes	019 - treated wood	001 - Chemical composition to impart flame retardancy to wood products	019 - Wood products, namely lumber, timbers, plywood, particle board, laminated wood products, oriented strand board, and fiber board treated with a chemical	composition to impart flame retardancy	001 - Mold inhibitor used in wood preservative products	019 - Pressure or dip treated wood, namely, lumber, timbers and plywood pressure treated or dip treated with a borate based preservative	019 - Treated wood, namely, wood decking, wood railing, wood trim, wood planks, wood boards, and wood sill plates	019 - Pressure treated wood, namely, lumber and plywood used for construction purposes
REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED			REGISTERED	REGISTERED	REGISTERED	REGISTERED
9/4/2001	4/18/1989	9/5/1995	4/4/1995	1/29/2002			10/18/2005	10/27/2009	11/4/2014	12/1/2009
2,486,239	1,535,297	1,917,292	1,887,913	2,534,910			3,007,137	3,700,758	4,632,581	3,720,073
2/10/2000	5/31/1988	7/3/1991	7/12/1993	6/30/2000			6/10/2004	3/4/2008	5/7/2008	5/18/2005
75/915,987	73/731,746	74/182,093	74/411,444	76/090,220			76/597,025	77/412,773	77/467,573	78/632,352
Koppers Delaware, Inc.	Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.			Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.
UNITED STATES	UNITED STATES	UNITED STATES	UNITED STATES	UNITED STATES			UNITED STATES	UNITED STATES	UNITED STATES	UNITED STATES
ONYX	LIFEWOOD	HI-BOR	NATUREWOOD	FIREPRO			CLEANWOOD	ADVANCE GUARD	NEXWOOD	RAIN DANCE

002 - Preservatives used in the treatment of wood and cellulosic materials	005 - fungicides for use in/on wood and lumber	019 - treated wood and lumber 002 - Preservatives and colorants used in the treatment of wood and cellulosic materials	treatment of wood and cellulosic materials 005 - Fungicides for use in/on wood and lumber	002 - Lubricating oil emulsion used on wood poles	002 - Preservatives and colorants used in the treatment of wood and cellulosic materials	002 - Wood Preservative	019 - Wood for interior use for building construction which has been treated for protection against mold growth, fungal decay and termites and for fire resistance protection	006 - Railway section metal joint bars.	006 - Railway section metal joint bars.
REGISTERED c		REGISTERED C	REGISTERED the state of the sta	REGISTERED C	REGISTERED C	REGISTERED	ALLOWED	ALLOWED	ALLOWED
5/20/2008		4/10/2007	8/12/2008	2/4/2014	7/22/2008	5/16/1972			
3,432,948		3,228,894	3,486,452	4,478,490	3,473,975	933,747			
12/7/2005		1/17/2006	6/26/2006	10/22/2011	6/23/2006	1/4/1971	6/12/2015	3/30/2016	3/30/2016
78/768,653		78/793,206	78/917,094	85/453,887	78/915,243	72/380,123	86/661,379	86/958,263	86/958,250
Koppers Performance Chemicals		Koppers Performance Chemicals	Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.	Koppers Delaware, Inc.	Koppers Delaware, Inc.
UNITED	·	UNITED STATES	UNITED	UNITED STATES	UNITED STATES	UNITED STATES	UNITED STATES	UNITED STATES	UNITED
MICROPRO		MICROSHADES	MICROPRO & Design	CLAW	MICRO SHADES & Design	K-33 & Design	FRAMESMART	SAP	SHORT ANGLE PROJECTION

006 - Rail components primarily of metal, namely, rail bars, rail assemblies, namely, L-rail assemblies, and T-rail assemblies, ond rail joints, unit primarily comprised of metal liners for metal rails and also containing insulators for railway tracks, sold together	002-Preservative coatings for wood surfaces	002 - Preservative coatings for wood surfaces.	001 - Chemical composition to impart flame retardancy to wood products	019 - Wood products, namely, lumber, timbers, plywood, particle board, oriented strand board, and fiber board, all treated with a chemical composition to impart flame retardancy; laminated wood products, namely, boards, moldings, lumber, decking, beams, support posts and columns, trusses, and rafters, all treated with a chemical	composition to impart flame retardancy	020 - Outdoor or patio furniture	019 - Treated lumber
REGISTERED	PENDING	REGISTERED	ALLOWED	·		REGISTERED	REGISTERED
7/14/2015		10/17/2017				7/10/1990	1/1/1985
4,774,423 7/14/2015		5,313,077				1,605,586	1,312,333
4/23/2014	1/31/2018	8/18/2016	12/7/2016			7/3/1989	6/27/1983
86/260,379	87/778,615	87/143,538	87/260,764			73/810,407	73/432,167
Koppers Delaware, Inc.	Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.	Koppers Performance Chemicals Inc.			Cox Wood Preserving Company	Cox Wood Preserving Company
STATES	UNITED STATES	UNITED	UNITED STATES			UNITED STATES	UNITED
CENTER LINER	CUT & TREAT	CUT-N-SEAL	FLAMEPRO			ISLAND FURNITURE	XOO

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REGISTERED 019 - Treated lumber	019 - Treated lumber; treated wood utility poles and utility pole cross arms; dimensional lumber	019 - Treated lumber; treated wood utility poles and utility pole cross arms; dimensional lumber
REGISTERED	REGISTERED	REGISTERED
6/7/1977	10/13/2009	77/064,079 12/14/2006 3,701,954 10/27/2009
1,067,213 677/1977	3,696,269	3,701,954
3/8/1976	77/064,064 12/14/2006 3,696,269	12/14/2006
73/079,668 3/8/1976	77/064,064	77/064,079
Cox Wood Preserving Company	Cox Industries, Inc.	Cox Industries, Inc.
UNITED STATES	UNITED STATES	UNITED STATES
DURAPINE	COX (and Design)	COX (stylized)

PATENTS AND PATENT APPLICATIONS

Title	Country	Application	Filing	Patent	Date Issued	Owner
		Mailibei	Date	Number		
Phosphate free fire retardant composition	Sn	09/932,904	08/20/2001	6,517,748	02/11/2003	Koppers Performance Chemicals
Micronized CIP I	SN	11/526,765	09/26/2006	8,637,089	01/28/2014	Koppers Performance Chemicals
Micronized CIP III	Sn	12/153,166	05/14/2008	8,778,407	07/15/2014	Koppers Performance Chemicals
Micronized Additives DIV II	SN	13/074,170	03/29/2011	8,603,576	12/10/2013	Koppers Performance Chemicals
Micronized Additives CON	Sn	14/069,651	11/01/2013 8,974,854	8,974,854	03/10/2015	Koppers Performance Chemicals

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Title	Country	Application Number	Filing Date	Patent Number	Date Issued	Owner
Micronized Additives Grey	ns	14/608,800	01/29/2015	9,266,251	02/23/2016	Koppers Performance Chemicals
Micronized Additives CON II	US	14/995,624	01/14/2016		Notice of Allowance Received 11/30/17	Koppers Performance Chemicals
Micronized Oil Borne Wood Preserviative Formulations	US	13/161,772	06/16/2011	9,775,350	10/03/17	Koppers Performance Chemicals
Micronized Borate	SN	12/691,707	01/21/2010	8,168,304	05/01/2012	Koppers Performance Chemicals
Layered Wood Composites	ns	11/467,368	08/25/2006	7,544,423	06/09/2009	Koppers Performance Chemicals
Layered Wood Composites	US	12/473,394	05/08/2009	8,182,928	05/22/2012	Koppers Performance Chemicals
Layered Wood Composites	SN	13/347,846	01/11/2012	8,431,236	04/30/2013	Koppers Performance Chemicals
Micronized	ns	10/821,326	04/09/2004	7,674,481 7,674,481 C1	03/09/2010	Koppers Performance Chemicals

	,	Application	Filing	Patent	Date Issued	
	Country	Number	Date	Number		Owner
Micronized CON II	SN	12/213,529	06/20/2008	8,747,909		Koppers Performance Chemicals
Micronized DIV III	SN	12/240,995	09/29/2008	8,460,759	06/11/2013	Koppers Performance Chemicals
Mothership Reexam	Sn	95/001,418	08/13/2010	7,674,481 C1	Reexaminatio n Certificate Issued 03/27/2013	Koppers Performance Chemicals
Micronized CON II	SN	14/263,568	04/28/2014	9,079,328	07/14/2015	Koppers Performance Chemicals
Micronized CON IV	SN	15/286,082	10/05/2016		Pending	Koppers Performance Chemicals
Metal Formulations	Sn	10/970,446	10/21/2004	8,747,908	06/10/2014	Koppers Performance Chemicals
Borate Shake	NS	11/894,373	08/20/2007	7,666,254	02/23/2010	Koppers Performance Chemicals
Micronized Metal	SN	11/849,082	08/31/2007	7,632,567	12/15/2009	Koppers Performance Chemicals
Phosphate Free Fire Retardants	Sn	09/577,743	05/23/2000	6,306,317	10/23/2001	Koppers Performance Chemicals
Sleeper Oil	NS	13/498,185	03/26/2012		Pending	Koppers Performance Chemicals

THE		Application	Filing	Patent	Date Issued	
9	Country	Number	Date	Number		Owner
Phibro Compatibilizing Surfactant with Slurries of Copper Particles	SN	11/053,437	02/09/2005	7,238,654	04/03/2007	Koppers Performance Chemicals
Phibro Milled Submicron Organic Biocides	Sn	10/961,157	10/07/2005	7,426,948	09/23/2008	Koppers Performance Chemicals
Phibro Direct Copper Carbonate	SN	11/436,528	05/19/2006	7,411,080 7,411,080 B1	8/12/2008	Koppers Performance Chemicals
Phibro Direct Copper Carbonate	NS	90/010,598	05/19/2006	7,411,080 C1	Reexamination Certificate Issued 06/07/2011 Expiration 02/10/2027	Koppers Performance Chemicals
Phibro Mothership	US CON	12/458,522	06/17/2004	8,409,627	03/13/2013	Koppers Performance Chemicals
Phibro Mothership	US CON II	13/777,649	06/17/2004	8,871,277	10/28/2014	Koppers Performance Chemicals
Phibro Milled Submicron Chlorothalonil	ns	10/961,155	10/08/2004	7,316,738	10/08/2004	Koppers Performance Chemicals
Phibro Milled Submicron Chlorothalonil	SN	12/209,653	09/12/2008	8,158,208	04/14/2012	Koppers Performance Chemicals
Phibro Milled Submicron Chlorothalonil	ns	13/446,373	04/13/2012	8,722,198	05/13/2014	Koppers Performance Chemicals

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	Country	Number	Date	Number		Owner
Phibro Milled Submicron Chlorothalonil	ns	14/226,484	03/26/2014	9,314,030	04/19/2016	Koppers Performance Chemicals
Phibro Process for Dissolution of Copper Metal	US	10/074,251	02/14/2003	6,646,147	11/11/2003	Koppers Performance Chemicals
Phibro Process for Dissolution of Copper Metal	SN	11/046,804	09/09/2005	7,476,371	01/13/2009	Koppers Performance Chemicals
Phibro Process for Dissolution of Copper Metal	SN	10/704,155	02/14/2002	6,905,532	06/14/2005	Koppers Performance Chemicals
No Vac	ns	10/539,685	12/16/2002	8,425,980	04/23/2013	Koppers Performance Chemicals
No Vac	ns	13/861,648	12/16/2002	9,023,428	05/05/2015	Koppers Performance Chemicals
Two Step Fire Retardant	SN		07/10/2014	14/328,075 9,669,564	06/06/2017	Koppers Performance Chemicals
Two Step Fire Retardant	SN	15/314,791	11/29/2016		Pending	Koppers Performance Chemicals
Mattersmiths Submicron Compositions	ns	13/813,001	07/30/2010		Pending	Koppers Performance Chemicals
Mattersmiths Improvement in Solvent Recovery	SN	13/266,687	04/27/2009	8,763,272	07/01/2014	Koppers Performance Chemicals
Mattersmiths Biocidal Composition Containing Phosphite	ns	09/688,693	04/17/1998	6,720,313	04/13/2004	Koppers Performance Chemicals

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	Country	Number	Date	Number		Owner
PPG-100	ns	15/327,534	07/24/15	Pending		Koppers Performance Chemicals
QUAT Copper Penetration	ns	15/335,787	10/27/2016	Pending		Koppers Performance Chemicals
Coal Tar and Hydrocarbon Mixture Pitch	United	40.44	0000	1000		PNC Bank,
Lap Joint	US	13/350.886	5/9/2002	777 121	6/27/2006	National Association
Anti-Rail Rollover Device	NS	29/604,230	05/16/2017		PENDING	
Center Supported Bond Joint	ns	29/221,351	01/13/2005	D576,023	09/02/2008	
Center Supported Bond Joint	NS	15/592,792	05/11/2017		PENDING	
Gauge Plate and Switch Rod Insulators	ns	09/723,354	11/27/2000	6,305,614	10/23/2001	
Gauge Plate and Switch Rod Insulators	ns	09/941,010	08/28/2001	6,422,479	07/23/2002	
Gauge Plate and Switch Rod Insulators	ns	09/089,958	06/03/1998	6,170,756	01/09/2001	
Gauge Plate	SN	62/501,327	05/04/2017		PENDING	
Lap Joint	US	11/900,635	09/12/2007	8,113,441	02/14/2012	
Method and Arrangement to Insulate Rail Ends	ns	11/375,372	03/14/2006	7,975,933	07/12/2011	
Method and Arrangement to Insulate Rail Ends	NS	13/037,483	03/01/2011	8,302,878	11/06/2012	
Modular Insulated Tie Plate	US	13/723.264	12/21/2012	9 103 074	08/11/2015	
Profiled Bar	US	29/181,073	05/02/2003	D497.326	10/19/2004	
Profiled Bar	NS	10/838,173	05/03/2004	7,097,112	08/29/2006	
Rail Joint Assembly having Forged Rail Joints	SN	62/579,333	10/31/2017		PENDING	
Rail Joint Bars and Rail Joint Assemblies	US	10/838 172	05/03/2004	7 090 143	08/15/2008	
Rail Joint Bars and Rail Joint Assemblies	ns	11/503,865	08/14/2006	7.490.781	02/17/2009	
Rail Joint Bars and Rail Joint Assemblies	NS	12/353,269	01/14/2009	8,123,144	02/28/2012	
Single Bend Rail	SN	14/025,370	09/12/2013	9,328,464	05/03/2016	
Wrap-Around Joint Bar Sleeve Insulator	US	29/236,399	08/15/2005	D547,642	07/31/2007	
Brace Arm for Connection to Crossarm for Utility Pole	SN	N/A	N/A	US 6,971,212	12/6/2005	Cox Industries, Inc.

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United States

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