

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GrafTech International Holdings Inc.		12/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Agent		
Street Address:	1350 Euclid Avenue, Suite 1100		
Internal Address:	Attn to: Global Corporate Trust		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2667028	ARCHITECH	
Registration Number:	4552963	HELIOS	
Registration Number:	4552973	HELIOS	
Registration Number:	0418218		
Registration Number:	5657300	GRAFTRACK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1306684 TM		
NAME OF SUBMITTER:	Hannah Adkins		
SIGNATURE:	/Hannah Adkins/		

OP \$140.00 2667028

DATE SIGNED:	12/22/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2020 (this “Agreement”), among GrafTech International Holdings Inc. (the “Grantor”) and U.S. Bank National Association, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to (a) the Indenture dated as of December 22, 2020 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among GrafTech Finance Inc., a Delaware corporation (“Finance”), the Note Guarantors from time to time party thereto and U.S. Bank National Association, in its capacity as trustee and (b) the Collateral Agreement dated as of December 22, 2020 (as the same may be further amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among GrafTech International Ltd., a Delaware corporation (“Holdings”), Finance, the Grantors from time to time party thereto and the Collateral Agent. The Grantor is an Affiliate of Finance and Holdings and is willing to execute and deliver this Agreement in order to induce the initial purchasers to enter into the Purchase Agreement dated as of December 8, 2020, among Finance, J.P. Morgan Securities LLC and the initial purchasers listed in Schedule 1 thereto. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement and the Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Notes Obligations, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Notes Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted therein and herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

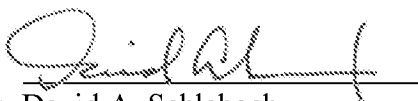
GRAFTECH INTERNATIONAL HOLDINGS INC.,
as Grantor

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007142 FRAME: 0884

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: David A. Schlabach
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007142 FRAME: 0885

Schedule I

United States Registered and Applied-For Trademarks

United States Trademark Registrations –
GRAFTECH INTERNATIONAL HOLDINGS INC.

Mark	Registration Date:	Registration No.	Business Unit
ARCHITECH	24-Dec-2002	2667028	CTS
HELIOS	17-Jun-2014	4552963*	Industrial Materials
HELIOS & DESIGN	17-Jun-2014	4552973*	Graphite Electrodes
SOCKET MARKING FOR ELECTRODES DESIGN	11-Dec-1945	0418218	Industrial Materials
GRAFTRACK	15-Jan-2019	5657300	Graphite Electrodes

* Will be abandoned following December 17, 2020, may be removed from schedule on or after December 17, 2022 (two years after deemed abandonment date).

United States Trademark Applications–
GRAFTECH INTERNATIONAL HOLDINGS INC.

Mark	Filing Date	Application #.
None		