

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):
AGY Holding Corp.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship Delaware

Execution Date(s) **October 25, 2006**
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
Additional name(s) & address(es) attached? Yes No
Name: **U.S. Bank National Association**

Internal Address: **EP-MN-WS3C**
Street Address: **60 Livingston Avenue**

City: **St. Paul**
State: **Minnesota**
Country: **USA** Zip: **55107-2292**

Association - Citizenship _____
 General Partnership - Citizenship _____
 Limited Partnership - Citizenship _____
 Corporation - Citizenship _____
 Other **National Banking Association**
Citizenship **USA**

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other **Trademark Security Agreement**

4. Application number(s) or registration number(s):
A. Trademark Application No(s).
B. Trademark Registration No(s).
3032998 3021917 865421

Additional numbers attached? Yes No


5. Name and address of party to whom correspondence concerning document should be mailed:

Bruce Goldner, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2972
Fax: (917) 777-2972
bgoldner@skadden.com

6. Total number of applications and registrations involved: # **3**

7. Total fee (37 CFR 1.21(h) and 3.41) **\$90**
 All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 698510/0099)

8. Payment Information
Deposit Account No. **19-2385**
Authorized user Name: **Evans Richardson**

9. Signature 
Signature
Bruce Goldner, Esq.
Name of Person Signing

October 27, 2006
Date

Total number of pages including cover sheet, and documents: # **6**

CIH \$90.00 192385 3032998

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2006, by AGY HOLDING CORP. (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a second lien Security Agreement, dated as of October 25, 2006 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

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SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AGY HOLDING CORR.

By: [Signature]
Name: C. CUIVON
Title: VP CFO

STATE OF)
) SS.
COUNTY OF)

I, a notary public, in and for the county and state aforesaid, do hereby certify that the above named person appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.


IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 23rd day of October, 2006.


[Signature]
Notary Public

My commission expires: 1/02/2014

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: _____
Title: Richard Prokosch
Vice President

By: 
Name: _____
Title: Richard Prokosch
Vice President

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
AGY (Block Letters)	3032998	12/20/05
AGY and Design	3021917	11/29/05
401	865421 ^A	2/25/69

^A No Certificate of Registration in files.

1166849-New York Server 7A

RECORDED: 10/27/2006

TRADEMARK
REEL: 003418 FRAME: 0311