

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A.		07/19/2007	Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CII CARBON, L.L.C.		
<b>Street Address:</b>	2021 LAKESHORE DRIVE		
<b>City:</b>	NEW ORLEANS		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70122		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: LOUISIANA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2252865	CII	
Registration Number:	2262308	CII CARBON, L.L.C.	
Registration Number:	1724837	TI-COKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128788000		
<b>Email:</b>	trademark.group@cliffordchance.com		
<b>Correspondent Name:</b>	Steven T. Shelton		
<b>Address Line 1:</b>	31 West 52nd Street		
<b>Address Line 2:</b>	Clifford Chance US LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6131		
<b>ATTORNEY DOCKET NUMBER:</b>	10-40132826		
<b>NAME OF SUBMITTER:</b>	Steven T. Shelton		

CH \$90.00 2252865

Signature:

/Steven T. Shelton/

Date:

07/24/2007

**Total Attachments: 6**

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July 19, 2007

**Payoff Letter**

JPMorgan Chase Bank, N.A.,  
as Administrative Agent for  
the Lenders referred to below  
131 South Dearborn  
Chicago, Illinois 60603

Re: CII Carbon, L.L.C. (together with any successor, the "**Company**")

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of August 23, 2005 among the Company, JPMorgan Chase Bank, N.A., as administrative agent (the "**Administrative Agent**") and LC issuing bank (the "**LC Issuing Bank**"), and the lenders party thereto (the "**Lenders**"), pursuant to which the Lenders have made secured loans to, and participated in letters of credit issued by the LC Issuing Bank for the account of, the Company (together with all amendments and modifications thereto, the "**Existing Credit Agreement**"). All capitalized terms used and not otherwise defined in this letter shall have the meanings attributed to them in the Existing Credit Agreement.

We, as a lender and as administrative agent for the lenders, have entered into, or are about to enter into, a financing arrangement with the Company, pursuant to which the lenders thereunder will make secured loans and advances to, and issue or participate in documentary credits issued for the account of, the Company (the "**New Credit Agreement**"). Pursuant to the New Credit Agreement, the proceeds of the New Credit Agreement will be used in part to pay the outstanding balance of loans and all other amounts owing by the Company to the Lenders, the Administrative Agent and the LC Issuing Bank under the Existing Credit Agreement as of the date hereof and, as promptly as practicable after the date hereof (and in any event no later than December 31, 2007), we will be issuing a new letter of credit to replace the Letter of Credit outstanding under the Existing Credit Agreement. It is understood and agreed that until we have replaced such Letter of Credit (which for informational purposes is described in Schedule I hereto):

(i) the LC Issuing Bank shall be the beneficiary of a letter of credit issued by us in the form attached as Exhibit A hereto (the "**Citibank letter of credit**"); and

(ii) the Letter of Credit will be deemed to have been issued under a reimbursement agreement between the Company and the LC Issuing Bank that

incorporates all of the terms and conditions relating to such Letter of Credit set forth in Sections 2.05(e)-(h) (and all related provisions, *mutatis mutandis*) of the Existing Credit Agreement, except that (x) the LC Issuing Bank shall perform all of the functions of the Administrative Agent referred to therein, (y) all obligations of the Revolving Lenders with respect thereto shall have terminated, and (z) the proviso to the first sentence of Section 2.05(e) shall not apply. It is agreed that the obligations of the Company under such deemed reimbursement agreement shall be reduced by the amount of any drawing by the LC Issuing Bank under the Citibank letter of credit.

Therefore, pursuant to our mutual understanding it is hereby agreed that upon receipt by you of (i) a letter of credit issued by us in the form attached as Exhibit A hereto and (ii) in immediately available funds of the amount of \$227,913,356.26, representing \$240,000.00 in outstanding Swing Loans, \$2,047.50 in accrued interest on Swing Loans, \$11,060,000.00 in outstanding Revolving Loans, \$50,163.29 in accrued interest on Revolving Loans, \$215,600,000.00 in outstanding Term Loans, \$883,779.26 in accrued interest on Term Loans, \$2,150.58 in accrued letter of credit fees, \$6,515.63 in unused commitment fees and \$68,700.00 in legal expenses, no later than the close of business on the date hereof:

1. you hereby release any and all liens upon and security interests in any collateral securing the obligations of the Company, its equity holders and its Domestic Subsidiaries (collectively, the "**Credit Parties**") under the Existing Credit Agreement and the related documentation (collectively, the "**Existing Loan Documents**"), and further confirm that: (i) upon such receipt by you, you shall claim no lien or security interests pursuant to the Existing Loan Documents on or in any of the Credit Parties' assets or property, and (ii) all amounts known to you to be owing under the Existing Credit Agreement to you and to the Lenders as of the date hereof have been paid in full, except any break funding payments payable pursuant to Section 2.16 of the Existing Credit Agreement. Further, you confirm that the Guarantors have no outstanding obligations under any of the Security Documents;

2. you hereby authorize the Company or us to file financing statement releases or terminations, as appropriate, in appropriate form to evidence the matters referred to in paragraph 1 above and for filing in the offices and jurisdictions that the Company or we reasonably deem necessary or appropriate for or to give effect to the foregoing;

3. you hereby agree to promptly execute and deliver to us any and all other releases to evidence your release of such liens and security interests; and


4. you hereby confirm and agree that, from time to time hereafter, you will, upon the Company's or our reasonable request, and at the Company's expense, execute and deliver such additional lien releases and/or termination

documents as may be necessary to effectively terminate any and all of such liens and/or security interests on any public record and to confirm that the Company and the Guarantors have no outstanding obligations under the Loan Documents.

This payoff letter shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

CITICORP INTERNATIONAL LIMITED,  
in its capacity as offshore administrative  
agent for the lenders under the New Credit  
Agreement

By:   
Name: AMIT SOOD  
Title: AMIT SOOD

Each of the undersigned hereby  
acknowledges its receipt and  
acceptance of and agreement to  
the terms and conditions of  
this letter:

JPMORGAN CHASE BANK, N.A.,  
in its capacity as Administrative  
Agent for the Lenders under  
the Existing Credit Agreement

By \_\_\_\_\_  
Name:  
Title:

CH CARBON, L.L.C.

By \_\_\_\_\_  
Name:  
Title:

documents as may be necessary to effectively terminate any and all of such liens and/or security interests on any public record and to confirm that the Company and the Guarantors have no outstanding obligations under the Loan Documents.

This payoff letter shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

CITICORP INTERNATIONAL LIMITED,  
in its capacity as offshore administrative  
agent for the lenders under the New Credit  
Agreement

By: \_\_\_\_\_  
Name:  
Title:

Each of the undersigned hereby  
acknowledges its receipt and  
acceptance of and agreement to  
the terms and conditions of  
this letter:

JPMORGAN CHASE BANK, N.A.,  
in its capacity as Administrative  
Agent for the Lenders under  
the Existing Credit Agreement

By   
Name: Steven Nance  
Title: SVP

CII CARBON, L.L.C.

By \_\_\_\_\_  
Name:  
Title:

documents as may be necessary to effectively terminate any and all of such liens and/or security interests on any public record and to confirm that the Company and the Guarantors have no outstanding obligations under the Loan Documents.

This payoff letter shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

CITICORP INTERNATIONAL LIMITED,  
in its capacity as offshore administrative  
agent for the lenders under the New Credit  
Agreement

By: \_\_\_\_\_  
Name:  
Title:

Each of the undersigned hereby  
acknowledges its receipt and  
acceptance of and agreement to  
the terms and conditions of  
this letter:

JPMORGAN CHASE BANK, N.A.,  
in its capacity as Administrative  
Agent for the Lenders under  
the Existing Credit Agreement

By \_\_\_\_\_  
Name:  
Title:

CII CARBON, L.L.C.

By Colleen Bulrich  
Name: Colleen Bulrich  
Title: CFO

Schedule 1

CII Carbon, L.L.C.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
"CII" (stylized or with design)	2252865	06/05/1990
"CII Carbon, L.L.C."	2262308	07/20/1999
"TI - COKE"	1724837	10/20/1992