

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement pursuant to that certain Loan and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continental Carbon Company, a Delaware corporation		11/16/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	Mail Code TX1-492-22-13
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	a national banking association:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2904575	CONTINENTAL CARBON
Registration Number:	0813994	CONTINEX
Registration Number:	0908377	C CONTINEX
Registration Number:	2895063	CONTINENTAL CARBON

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-758-1500
 Email: sroberts@pattonboggs.com
 Correspondent Name: Darren W. Collins
 Address Line 1: 2001 Ross Ave., Suite 3000
 Address Line 2: Patton Boggs LLP
 Address Line 4: Dallas, TEXAS 75201

OP \$115.00 2904575

ATTORNEY DOCKET NUMBER:	023528.0105
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	11/28/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2007, is made by CONTINENTAL CARBON COMPANY, a Delaware corporation (“Grantor”), in favor of BANK OF AMERICA, N.A., a national banking association (“Grantee”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (the “Effective Date”) by and between Grantor and Grantee (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Grantee has agreed to make the Loan to Grantor; and

WHEREAS, Grantor owns the trademark registrations and trademark applications listed on Schedule I annexed hereto, and is a party to the trademark licenses listed on Schedule I annexed hereto; and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Grantee a security interest in all personal Property of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) “Trademarks” shall mean all of Grantor’s now existing or hereafter acquired right, title and interest in and to all forms of proprietary rights recognized by the government of any state or country with respect to any word, name, logo, symbol or device, or any combination thereof, used as trademarks, service marks, certification marks, collective marks, or other indicia of origin or ownership, and including, without limitation, all common law marks, registered marks, applications therefor, and intent-to-use applications.

(b) “Trademark Licenses” shall mean all of Grantor’s now existing or hereafter acquired right, title and interest in and to any agreement: (i) granting any rights in, to, or under any Trademarks, or (ii) otherwise including a waiver of, or any promise or covenant not to bring, a claim of infringement, dilution, or unauthorized use with respect to any Trademarks.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Grantee a continuing first priority security interest in all of Grantor’s right, title

and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses against assignment to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **REPRESENTATIONS AND WARRANTIES:** Grantor covenants and warrants that as of the Effective Date and thereafter:

- (a) The Trademark Collateral is existing, valid, and enforceable;
- (b) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons, expressly relating to such Trademark Collateral);
- (c) Grantor has the corporate power and authority to enter into this Trademark Security Agreement and perform its terms; and
- (d) Grantor has used, and will continue to use for the duration of this Trademark Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademark Collateral; and
- (e) Grantor shall not abandon, disclaim, or dedicate to the public the Trademark Collateral.


4. **LOAN AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT**. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Grantee with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Grantee unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

[Remainder of page intentionally left blank; signatures follow]


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

CONTINENTAL CARBON COMPANY,
a Delaware corporation

By: 
Name: Kim K. T. Pan
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
a national banking association

By: 
Name: Hance VanBeber
Title: Sr. Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

State Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
N/A		

U.S. Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
CONTINENTAL CARBON	US Trademark Registration # 2,904,575 Canadian Registration # 120,895	November 23, 2004 January 20, 1961
CONTINEX	US Trademark Registration # 813994 Canadian Registration # 120,896	August 30, 1966 January 20, 1961
C CONTINEX (logo)	US Trademark Registration # 908,377	February 23, 1971
CCC Continental Carbon	US Trademark Registration # 2,895,063	October 19, 2004

TRADEMARK APPLICATIONS

U.S. Federal Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
N/A		

State Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
N/A		

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Technology License Agreement	Grantor and Continental Carbon Australia Pty. Ltd.	April 1, 1997
Exclusive License Agreement	Grantor and Alexandria Carbon Black Co. SAE	July 9, 2002
License Agreement	Grantor and Continental Carbon India Ltd.	September 7, 2001

Trademark Security Agreement
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