

02-06-2001



101606530

1-16-01

RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="09 666977"/>	<input type="text" value="09 165542"/>	<input type="text"/>	<input type="text" value="6099645"/>	<input type="text" value="5814120"/>	<input type="text" value="5511593"/>
<input type="text" value="09 677056"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="6083625"/>	<input type="text" value="5769920"/>	<input type="text" value="RE 34953"/>
<input type="text" value="09 677055"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5912080"/>	<input type="text" value="5741343"/>	<input type="text" value="5414927"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Angela Alvarez Sujek *Angela Alvarez Sujek* 1/8/2001

Name of Person Signing Signature Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5394910

5324340

4995896

4707299

AGREEMENT
(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of November 13, 2000, among the undersigned (individually each a "Debtor" and collectively the "Debtors"), and Comerica Bank in its capacity as agent for the Banks referred to below ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of November 13, 2000 (as amended or otherwise modified from time to time, the "Credit Agreement"), among Poco Graphite, Inc. ("Company"), each of the financial institutions party thereto (collectively, the "Banks") and Secured Party, as Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Company and to provide for the issuance of Letters of Credit for the account of Company individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Company pursuant to the Credit Agreement, the Debtors agree, for the benefit of the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks a security interest in, all of the following property of such Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all letters patent, patentable inventions and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) all patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, improvements and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue and all claims against third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

Notwithstanding anything to the contrary contained herein, if any Collateral prohibits or requires consent for (in accordance with the terms thereof) the grant of a security interest therein, or in the event of a grant of a security interest in any Collateral shall violate applicable law, then the security granted thereby shall be limited to the extent necessary such that such Collateral may not be violated or no such violation of law would exist, as the case may be.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Banks in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Banks under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, deliver to the applicable Debtor any Collateral held by Secured Party hereunder and execute and deliver to such Debtor all instruments and other documents, and take such other action, as may be necessary or proper to evidence the release of the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks with respect to the

security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

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

DEBTOR:

POCO GRAPHITE, INC.

By: Laurenne Neulander

Its: Secretary and Vice President

COMERICA BANK, as Agent for the Banks

By: J. Yurne

Its: Managing Director

I. ISSUED PATENTS TO BE TRANSFERRED FROM UNOCAL

#	U.S. Patent No.	Issue Date	Inventors	Title	Related Foreign Patents/Applications
1	6,099,645	08/08/00	Easley Plummer	Vertical Semiconductor Wafer Carrier With Slats	None
2	6,083,625	07/04/00	Fiel Lorzadeh	Curved Graphite Furnace Elements	
3	5,912,080	06/15/99	Fiel Lorzadeh	Shaped Graphite Elements Fabricated from Thin Graphite Sheets	Related to 6,083,625
4	5,814,120	09/29/98	Lloyd Nelson	Sweepout Assembly with NonMetallic Pads	None
5	5,769,920	06/23/98	Sweetland Smith Dodson Stover Easley	Graphite Guide Rings	AU 44712/96 JP 521033/1996 Mexico 974895 NZ 298980 Singapore 42627
6	5,741,343	04/21/98	Lloyd Long Stover Hubbard Easley	Adjustable Hot Glass Transfer Device	None
7	5,511,593	04/30/96	Sweetland	Glass Gob Drop Guide Funnel Assembly	Related to 5,769,920
8	Re. 34,953	05/30/95	Denney Withrow Delancey, Sr.	Takeout Jaw Insert and Assembly	MY 107058 Mexico 175077 Philippines 27193 S. Korea 189581 AU 647047
9	5,414,927	05/16/95	Fiel Lorzadeh	Furnace Elements Made from Graphite Sheets	Related to 6,083,625

10	5,394,910	03/07/95	Sweetland	Glass Gob Drop Guide Funnel Assembly	Related to 5,769,920
11	5,324,340	06/28/94	Withrow Lloyd	Contact Fixture for Hot Glass	
12	4,995,896	02/26/91	Denney Withrow Delancey, Sr.	Takeout Jaws	Related to RE34953 Australia 647047 Malaysia MY-107058 -A Mexico 175077 Phillippines 27193 S. Korea 18958
13	4,707,299	01/16/87	Block	Solution Useful in Making Carbon-Metal Phosphate Composite	CA 1252620

II. PENDING UNOCAL APPLICATIONS TO BE TRANSFERRED

#	Application No.	Filing Date	Inventors	Title / Status	Related Foreign Patents/Applications
1	09/666,977	09/20/00	Wingo	Rotatable Sputter Target	
2	09/677,056	09/29/00	Wingo	Long Tooth Rails for Semiconductor Wafer Carriers	Divisional of 09/165,542
3	09/677,055	09/29/00	Wingo	Method of Making a Silicon Carbide Rail for Use in a Semiconductor Wafer Carrier	Divisional of 09/165,542
4	09/165,542	10/02/98	Wingo	Vertical Semiconductor Wafer Carrier (Allowed)	PCT/US99/21554 Taiwan 88116699

III. POCO GRAPHITE INVENTIONS NOT FILED AS PATENT APPLICATIONS

#	Inventor	Title	Disclosure No.	Date
1	David Witter	Silicon Oxynitride Crucible for Silicon Crystal Growth	99012	06/24/99
2	F.D. Jackson	Coated Graphite Substrate for Magnetic Memory Devices	94051	06/10/94
3	L.S. Wingo	Graphite Thin-Sheet Forming	94074	10/06/94

IV. CONCEPTIONS HELD AS TRADE SECRETS

#	Inventor	Title	Disclosure No.	Date
1	Ran Greanead	Method for Filling Porosity of Silicon Carbide With Amorphous Carbon and Products Therefrom	99006	05/20/99

2	L.S. Wingo	Vibratory Stress Relieving of Graphite	94076	10/25/94
---	------------	--	-------	----------