

02-22-2002



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U.S. DEPARTMENT OF COMMERCE

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hexcel Corporation
 Hexcel International
 Hexcel Omega Corporation
 Hexcel Beta Corp.
 Clark-Schwebel Holding Corp.
 Clark-Schwebel Corporation
 CS Tech-Fab Holding, Inc.
 Hexcel Pottsville Corporation
 Hexcel Pacific Rim Corporation (CA)
 Hexcel Pacific Rim Corporation (DE)
 Hexcel Far East

2.6.02

2. Name and address of receiving party(ies):

Name: Citibank, N.A.

Internal Address: _____

FEB 6 2002

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Patent License Agreements

Execution date: January 25, 2002

Street Address: 399 Park Avenue

City: New York State: NY Zip: 10022

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

06884139

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

Name: Lester Szeto

Internal Address: Weil, Gotshal & Manges LLP

767 5th Avenue

Street Address: _____

City: New York State: NY Zip: 10153

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41): \$ 160.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

23-0800

(Attach duplicate copy of this page if paying by deposit account)

02/21/2002 DBYRNE 00000030 230800 06884139

01 FC:581 160.00 CH

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9. 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.

Phyllis Eremitaggio

February 6, 2002

Name of Person

Signing Signature

Date

Total number of pages including cover sheet, attachments, and documents: 11

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT LICENSES

A. Including name of Agreement, Parties and Date of Agreement

PATENT LICENSE AGREEMENTS - HEXCEL CORPORATION

<u>No.</u>	<u>Reference</u>	<u>Module</u>	<u>License Date</u>	<u>Country</u>	<u>Exclusive Flag</u>
1	8551-7 Pregreg	Patents	25 Nov 1996		N

Parties: Licensor Hexcel Corporation (DEL)
 Licensee Cytel Engineered Materials Inc.

Licensed Cases: File Docket No. Cntry Cd Application / Patent No. / Date
 Non System Cases:

System Cases:

96-63	US	Application	06/884139	7/9/1996
		Patent	4863787	9/5/1989
	Canada	Application	540492	6/25/1987
		Patent	1300783	5/12/1992
96-63-1	US	Application	08/338520	4/3/1989
		Patent	4999238	3/12/1991

<u>No.</u>	<u>Reference</u>	<u>Module</u>	<u>License Date</u>	<u>Country</u>	<u>Exclusive Flag</u>
2	Densified Fiber	Patents	10 Apr 1997	US	N

Parties: Licensor Hexcel Corporation (DEL)
 Licensee Advanced Fiber Technologies

Licensed Cases: File Docket No. Cntry Cd Application / Patent No. / Date
 Non System Cases:

System Cases:

96-67-1	US	Application	08/263494	6/20/1994
		Patent	5525180	6/11/1996

<u>No.</u>	<u>Reference</u>	<u>Module</u>	<u>License Date</u>	<u>Country</u>	<u>Exclusive Flag</u>
3	Vehicle Shock Absorb	Patents	15 Jul 1994		Y

Parties: Licensor Hexcel Corporation (DEL)
 Licensee Syro, Inc.

Licensed Cases: File Docket No. Cntry Cd Application / Patent No. / Date
 Non System Cases:

System Cases:

84-04	US	Application	06/691253	1/14/1985
		Patent	4658941	4/21/1987
	Austria	Application	86900898.7	11/26/1986
		Patent	0209587	10/31/1990
	Australia	Application	53164/86	1/6/1988
		Patent	572017	9/20/1988
	Belgium	Application	86900898.7	11/26/1986
		Patent	0209567	10/31/1990
	Canada	Application	449429	1/14/1985
		Patent	1246120	12/6/1988
	Switzerland	Application	86900898.7	11/26/1986
		Patent	0209587	10/31/1990
	Germany	Application	86900898.7	11/26/1986
		Patent	P3675280.0	10/31/1990
	France	Application	86900898.7	11/26/1986
		Patent	0209567	10/31/1990
	Great Britain	Application	86900898.7	11/26/1986
		Patent	0209587	10/31/1990
	Italy	Application	86900898.7	11/26/1986
		Patent	0209567	10/30/1990

PATENT LICENSE AGREEMENTS - HEXCEL CORPORATION

Luxembourg	Application	86900898.7	11/26/1986
	Patent	0209567	10/30/1990
Netherlands	Application	86900898.7	11/26/1986
	Patent	0209567	10/30/1990
Sweden	Application	86900898.7	11/26/1986
	Patent	0209567	10/31/1990

<u>No.</u>	<u>Reference</u>	<u>Module</u>	<u>License Date</u>	<u>Country</u>	<u>Exclusive Flag</u>
4	3501-6 Resin KnowHow	Patents	24 Apr 1986	US	Y

Parties: Licensor Hexcel Corporation
 Licensee Cytec Engineered Materials Inc.

<u>Licensed Cases:</u>	<u>File Docket No.</u>	<u>Entry Cd</u>	<u>Application / Patent No. / Date</u>
Non System Cases:		US	Know-How
System Cases:			

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of January 25, 2002, by Hexcel Corporation (the "*Company*") and each of the other entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citibank, N.A., as Documentation Agent (the "*Documentation Agent*") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of September 15, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Company, the Foreign Borrowers from time to time party thereto (together with the Company, the "*Borrowers*") the Lenders, Credit Suisse First Boston, as Administrative Agent (the "*Administrative Agent*") and Lead Arranger, and the Documentation Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to an Amended and Restated Collateral Agreement, dated as of March 7, 2001 (as amended, supplemented or otherwise modified from time to time, the "*Collateral Agreement*") in favor of the Documentation Agent for the Lenders, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Documentation Agent to enter into the Collateral Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, each Grantor hereby agrees with the Documentation Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby assigns and transfers to the Documentation Agent, and hereby grants to the Documentation Agent, for the ratable benefit of the Administrative Agent, the Documentation Agent and the Lenders (and their affiliates and subsidiaries which hold Obligations), a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Patent Collateral*"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all of its Patents and Patent Licenses to which it is a party, including those referred to on *Schedule I* hereto; and

(b) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Documentation Agent pursuant to the Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Documentation Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

Very truly yours,

HEXCEL CORPORATION
HEXCEL INTERNATIONAL
HEXCEL OMEGA CORPORATION
HEXCEL BETA CORP.
CLARK-SCHWEBEL HOLDING CORP.
CLARK-SCHWEBEL CORPORATION
CS TECH-FAB HOLDING, INC.
HEXCEL POTTSVILLE CORPORATION
HEXCEL PACIFIC RIM CORPORATION (CA)
HEXCEL PACIFIC RIM CORPORATION (DE)
HEXCEL FAR EAST

By: S.C. Hunt
Name: Stephen C. Forsyth
Title: Deputy Authorized

Accepted and Agreed:

CITIBANK, N.A., as Documentation Agent

By: _____
Name:
Title:

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

Very truly yours,

HEXCEL CORPORATION
HEXCEL INTERNATIONAL
HEXCEL OMEGA CORPORATION
HEXCEL BETA CORP.
CLARK-SCHWEBEL HOLDING CORP.
CLARK-SCHWEBEL CORPORATION
CS TECH-FAB HOLDING, INC.
HEXCEL POTTSVILLE CORPORATION
HEXCEL PACIFIC RIM CORPORATION (CA)
HEXCEL PACIFIC RIM CORPORATION (DE)
HEXCEL FAR EAST

By: _____
Name:
Title:

Accepted and Agreed:

CITIBANK, N.A., as Documentation Agent

By: Dennis I. Bermack
Name: Dennis I. Bermack
Title: Director

ACKNOWLEDGEMENT OF GRANTOR

STATE OF CONNECTICUT)

) ss. *Stauford*

COUNTY OF FAIRFIELD)

On this 25th day of January, 2002 before me personally appeared Stephen C. Forsyth, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of Hexcel Corporation, Hexcel International, Hexcel Omega Corporation, Hexcel Beta Corp., Clark-Schwebel Holding Corp., Clark-Schwebel Corporation, CS Tech-Fab Holding, Inc., Hexcel Pottsville Corporation, Hexcel Pacific Rim Corporation (Delaware), Hexcel Pacific Rim Corporation (California), and Hexcel Far East, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation (or is otherwise authorized to execute the foregoing instrument on behalf of each said corporation), and that the said instrument was signed on behalf of said corporations as authorized by the Boards of Directors of said corporations and that he acknowledged said instrument to be the free act and deed of said corporations.



Notary Public

RIINA TOHVERT
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2002