

PATENTS OWNED BY UCAR CARBON COMPANY INC.

Patent Number	Patent Issue Date	Title
RE33760	12/03/1991	HIGH PURITY, HIGH TEMPERATURE PIPE THREAD SEALANT PASTE
6245400	06/12/2001	FLEXIBLE GRAPHITE WITH NON-CARRIER PSA BACKING AND RELEASE LINER
6058133	05/02/2000	GRAPHITE ELECTRODES INCORPORATING STRESS-RELIEVING SLOTS
6214158	04/10/2001	HIGH TEMPERATURE CARBONACEOUS CEMENT
6280663	08/28/2001	A PIN CONNECTING CARBON ELECTRODES AND PROCESS THEREFOR

REAFFIRMATION AGREEMENT, dated as of February 15, 2002 (as the same may from time to time be amended, supplemented or otherwise modified, this "Agreement"), among UCAR INTERNATIONAL INC., a Delaware corporation ("UCAR"), UCAR GLOBAL ENTERPRISES INC., a Delaware corporation ("Global"), UCAR Finance, Inc., a Delaware corporation (the "Borrower"), each Subsidiary Loan Party listed on the signature pages below (the "Subsidiary Loan Parties"), each LC Subsidiary listed on the signature pages below (the "LC Subsidiaries") and JPMORGAN CHASE BANK as Administrative Agent and Collateral Agent (in such capacities, "JPMorgan Chase") under the Credit Agreement referred to below.

WHEREAS UCAR, the Borrower, certain Lenders, and JPMorgan Chase have entered into the Fourth Amendment (the "*Fourth Amendment*"), dated as of December 6, 2001, and the Fifth Amendment (the "*Fifth Amendment*") dated as of January 18, 2002, to the Credit Agreement dated as of February 22, 2000 (as amended after giving effect to the Fourth Amendment and the Fifth Amendment, the "*Credit Agreement*") among UCAR, Global, the Borrower, the LC Subsidiaries from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank.

WHEREAS each of UCAR, Global, the Borrower and the Subsidiary Loan Parties is party to each Security Document (such term and each other capitalized term used but not defined herein having the meaning assigned in the Credit Agreement) to which it is shown on Schedule A hereto to be a party; UCAR, Global, the Borrower and the Subsidiary Loan Parties are party to the Guarantee Agreement; UCAR, Global, the Borrower and the Subsidiary Loan Parties are party to the Indemnity, Subrogation and Contribution Agreement; and each of the other Subsidiaries party hereto is party to each Guarantee Agreement and Security Document to which it is shown on Schedule A hereto to be a party (the Security Documents, the Guarantee Agreements and the Indemnity, Subrogation and Contribution Agreement herein together referred to as the "*Collateral Documents*").

WHEREAS each of the parties signatory hereto (each a "*Reaffirming Party*") expects to realize, or has realized, substantial direct and indirect benefits as a result of the Fourth Amendment and the Fifth Amendment becoming effective and the consummation of the Realignment Transactions; and

WHEREAS the execution and delivery of this Agreement is required under the Fourth Amendment in connection with the consummation of the Realignment Transactions and is required under the Fifth Amendment in connection with the satisfaction of the Collateral and Guarantee Requirement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Reaffirmation/Amendment and Restatement

SECTION 1.1 Reaffirmation. Each of the Reaffirming Parties hereby consents to the Fourth Amendment, the Fifth Amendment and the Realignment Transactions and hereby confirms its respective guarantees, pledges and grants of security interests, as applicable, under each of the Collateral Documents to which it is party, and agrees that notwithstanding the effectiveness of the Fourth Amendment and the Fifth Amendment and the consummation of the Realignment Transactions such guarantees, pledges and grants of security interests shall continue to be in full force and effect and shall accrue to the benefit of the Lenders under the Credit Agreement, in each case with the exception of the pledges of Capital Stock under the Domestic Pledge Agreement specified on Schedule B hereto, which will be released in connection with the Realignment Transactions. Each of the Reaffirming Parties further agrees to take any action that may be required or that is reasonably requested by the Administrative Agent or the Collateral Agent to ensure compliance by the Borrower with Section 6.11 of the Credit Agreement and hereby reaffirms its obligations under each similar provision of each Collateral Document to which it is party.

SECTION 1.2 Amendment and Restatement. On and after the effectiveness of the Credit Agreement, (i) each reference in each Collateral Document to the "Credit Agreement", "thereunder", "thereof" or words of like import shall mean and be a reference to the Credit Agreement as such agreement may be amended, edified or supplemented and in effect from time to time, (ii) the definition of any term defined in any Collateral Document by reference to the terms defined in the Credit Agreement shall be amended to be defined by reference to the defined term in the Credit Agreement, as the same may be amended, modified or supplemented and in effect from time to time and (iii) pursuant to Section 6.11 of the Credit agreement and Section 3(b) of the Fifth Amendment. Schedule I to the Security Agreement, Schedule VII to the Intellectual Property Security Agreement and Schedules I and II to the Domestic Pledge Agreement are hereby amended as set forth on Attachments I through IV hereto, respectively, in each case with the intention and effect of granting the additional security interests resulting therefrom on the terms set forth in the applicable Collateral Document.

ARTICLE II

Representations and Warranties

Each Reaffirming Party hereby represents and warrants, which representations and warranties shall survive execution and delivery of this Agreement, as follows:

SECTION 2.1 Organization. Such Reaffirming Party is duly organized and validly existing in good standing under the laws of the jurisdiction of its formation.

SECTION 2.2 Authority; Enforceability. Such Reaffirming Party has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance by it of this Agreement. Such Reaffirming Party has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 2.3 Loan Documents. The representations and warranties of such Reaffirming Party contained in each Loan Document are true and correct in all material respects on and as of the date hereof with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

ARTICLE III

Miscellaneous

SECTION 3.1 Indemnity. Each Reaffirming Party agrees to indemnify JPMorgan Chase, each Lender and each of their respective directors, trustees, officers, employees and agents (each such person being called an "*Indemnitee*") against, and to hold each Indemnitee harmless from any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs or expenses or disbursements (including reasonable attorneys' fees and expenses) of whatsoever kind or nature which may be imposed on, asserted against or incurred by any of the Indemnitees arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any Realignment Transaction or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto and thereto of their respective obligations thereunder or the consummation of the transactions contemplated hereby and thereby, or (ii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee (treating, for this purpose only, JPMorgan Chase, any Lender and its directors, trustees, officers and employees as a single Indemnitee). The obligations of such Reaffirming Party under this Section shall be secured hereby and shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Collateral Document, or any investigation made by or on behalf of JPMorgan Chase or any Lender. All amounts due under this Section 3.01 shall be payable on written demand therefor.

SECTION 3.2 Setoff, etc. In addition to, and without limitation of, any rights of JPMorgan Chase and the Lenders under applicable law, if an Event of Default shall have occurred and be continuing, JPMorgan Chase and each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final (including all account balances, whether provisional or final and whether or not collected or available)) at any time held and other indebtedness at any time owing by such Lender to or for the credit or the account of any

Reaffirming Party against any of and all the obligations of any Reaffirming Party now or hereafter existing under this Agreement or any other Loan Document held by JPMorgan Chase or such Lender (except that no asset of any Foreign Subsidiary may be set off and applied against any obligation of any Reaffirming Party that is a U. S. person), irrespective of whether or not JPMorgan Chase or such Lender shall have made any demand under this Agreement or such other Loan Document and although such obligations may be unmatured. The rights of JPMorgan Chase, each Lender under this Section 3.2 are in addition to other rights and remedies (including other rights of setoff) which JPMorgan Chase or such Lender may have.

SECTION 3.3 Notices. All notices and other communications hereunder shall be made at the addresses, in the manner and with the effect provided in Article X of the Credit Agreement; provided that, for this purpose, the address of each Reaffirming Party shall be the one specified for the Borrower under the Credit Agreement.

SECTION 3.4 Limitation of Liability. No claim may be made by any Reaffirming Party or any other person against JPMorgan Chase, and any Lender, or the Affiliates, directors, trustees, officers, employees, attorneys or agents of any of them for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by the Credit Agreement, or any act, omission or event occurring in connection therewith; and each Reaffirming Party hereby waives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor and each Reaffirming Party agrees to notify JPMorgan Chase and any Lender, as applicable, of any such claim promptly upon learning of any such claim.

SECTION 3.5 Liability of JPMorgan Chase and any Lender, etc. If any claim is ever made upon JPMorgan Chase or any Lender for repayment or recovery of any amount or amounts received in payment or on account of any of the Obligations and any of the aforesaid payees repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such payee or any of its property or (b) any settlement or compromise of any such claim effected by such payee with any such claimant (including the Borrower or any other obligor in respect of any Obligation), then and in such event each Reaffirming Party agrees that any such judgment, decree, order, settlement or compromise shall be binding upon it, notwithstanding any revocation hereof or the cancellation of any Loan Document or other instrument evidencing any liability of the Borrower or any other obligor in respect of any Obligation, and such Reaffirming Party shall be and remain liable to the aforesaid payees hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by any such payee.

SECTION 3.6 **CHOICE OF LAW: CONSENT TO JURISDICTION**. THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. EACH REAFFIRMING PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING

TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY REAFFIRMING PARTY OR THEIR PROPERTIES IN THE COURTS OF ANY JURISDICTION.

SECTION 3.7 Expenses. Each Reaffirming Party agrees to pay all reasonable costs, fees and expenses (including reasonable attorneys' fees and time charges of attorneys for JPMorgan Chase or any Lender, which attorneys may be employees of JPMorgan Chase or any Lender) incurred by JPMorgan Chase or any Lender in collecting or enforcing any Reaffirming Party's obligations under this Agreement.

SECTION 3.8 Loan Document. 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 thereof.

SECTION 3.9 Section Captions. Section captions used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

SECTION 3.10 Severability. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 3.11 WAIVER OF JURY TRIAL. EACH OF THE REAFFIRMING PARTIES AND JPMORGAN CHASE BY ITS ACCEPTANCE HEREOF HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR JPMORGAN CHASE AND ANY LENDER TO ENTER INTO THE AMENDED AND RESTATED CREDIT AGREEMENT.

SECTION 3.12 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

SECTION 3.13 Amendment. This Agreement may be waived, modified or amended only by a written agreement executed by each of the parties hereto.

SECTION 3.14 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 3.15 No Novation. Neither this Agreement nor the execution, delivery or effectiveness of the Credit Agreement shall extinguish the obligations for the payment of money outstanding under the Credit Agreement or the Credit Agreement or discharge or release the Lien or priority of the Pledge Agreement or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or the Credit Agreement or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Nothing implied in this Agreement, the Amendment or in any other document contemplated hereby or thereby shall be construed as a release or other discharge of any Borrower or any Guarantor or any Subsidiary Pledgor or any Pledgor or any party to the Indemnity, Subrogation and Contribution Agreement under any Collateral Document from any of its obligations and liabilities as a "Borrower", "Guarantor", "Subsidiary Loan Party", "Pledgor" or "party to the Indemnity, Subrogation and Contribution Agreement" under the Credit Agreement or the Collateral Documents. Each of the Credit Agreement and the Collateral Documents shall remain in full force and effect, until (as applicable) and except to any extent modified hereby or by the Amendment or in connection herewith and therewith.

IN WITNESS WHEREOF, each Reaffirming Party and JPMorgan Chase as Administrative Agent and Collateral Agent for the benefit of the Lenders caused this Agreement to be duly executed and delivered as of the date first above written.

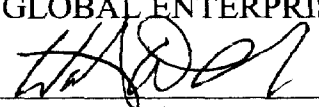
UCAR INTERNATIONAL INC.,

By: 

Name: Walter D. Carter, Jr.

Title: Assistant Treasurer

UCAR GLOBAL ENTERPRISES INC.,

By: 

Name: Walter D. Carter, Jr.

Title: Assistant Treasurer

UCAR FINANCE INC.,

By: 

Name: Walter D. Carter, Jr.

Title: Assistant Treasurer

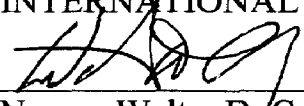
UCAR CARBON COMPANY INC.,

By: 

Name: Walter D. Carter, Jr.

Title: Assistant Treasurer

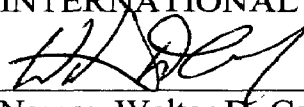
UCAR INTERNATIONAL HOLDINGS INC.,

By: 

Name: Walter D. Carter, Jr.

Title: Assistant Treasurer

UCAR INTERNATIONAL TRADING INC.,

By: 

Name: Walter D. Carter, Jr.

Title: Attorney-in-Fact

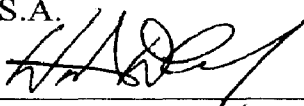
UCAR COMPOSITES INC.,

By: 

Name: Walter D. Carter, Jr.

Title: Attorney-in-Fact

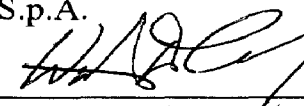
UCAR S.A.

By: 

Name: Walter D. Carter, Jr.

Title: Attorney-in-Fact

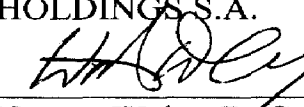
UCAR S.p.A.

By: 

Name: Walter D. Carter, Jr.

Title: Attorney-in-Fact

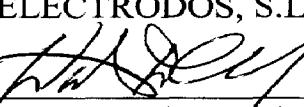
UCAR HOLDINGS S.A.

By: 

Name: Walter D. Carter, Jr.

Title: Attorney-in-Fact

UCAR ELECTRODOS, S.L.,

By: 

Name: Walter D. Carter, Jr.

Title: Attorney-in-Fact

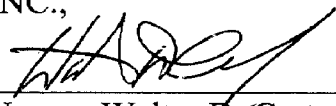
UCAR CARBON MEXICANA, S.A. de C.V.

By: 

Name: Walter D. Carter, Jr.

Title: Attorney-in-Fact

UCAR INC.,

By: 

Name: Walter D. Carter, Jr.

Title: Attorney-in-Fact

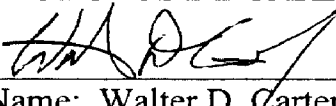
UCAR LIMITED,

By: 

Name: Walter D. Carter, Jr.

Title: Attorney-in-Fact

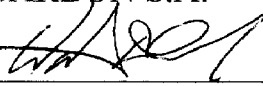
UCAR PRODUTOS DE CARBONO S.A.,

By: 

Name: Walter D. Carter, Jr.

Title: Attorney-in-Fact

UCAR CARBON S.A.

By: 

Name: Walter D. Carter, Jr.

Title: Attorney-in-Fact

JPMORGAN CHASE BANK, as Administrative
Agent and Collateral Agent,

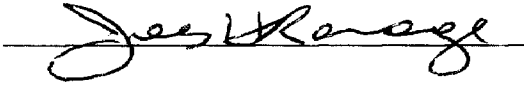
By: _____

Name:

Title:

JPMORGAN CHASE BANK, as
Administrative Agent and Collateral Agent,

By:

— 

Name:

JAMES H. RAMAGE

Title:

MANAGING DIRECTOR

Reaffirmation Agreement
Schedule A

<u>Party</u>	<u>Security Document</u>
UCAR International, Inc.	Domestic Pledge Agreement Guarantee Agreement Security Agreement Intellectual Property Security Agreement
UCAR Global Enterprises, Inc.	Domestic Pledge Agreement Guarantee Agreement Security Agreement Intellectual Property Security Agreement
UCAR Finance, Inc.	Domestic Pledge Agreement Guarantee Agreement Security Agreement Intellectual Property Security Agreement Intercompany Borrower Agreements
UCAR Carbon Company Inc.	Domestic Pledge Agreement Guarantee Agreement Security Agreement Intellectual Property Security Agreement Mortgages in Ohio, Tennessee, West Virginia and New York
UCAR International Holdings Inc. (formerly UCAR Holdings II Inc.)	Domestic Pledge Agreement Guarantee Agreement Security Agreement Intellectual Property Security Agreement
UCAR Holdings III Inc.	Guarantee Agreement Security Agreement Intellectual Property Security Agreement
UCAR Composites Inc.	Guarantee Agreement Security Agreement Intellectual Property Security Agreement
UCAR International Trading Inc.	Guarantee Agreement Security Agreement Intellectual Property Security Agreement
UCAR S.A.	Domestic Pledge Agreement Swiss Assignment Agreement dated as of February 22, 2000
UCAR ElectrodoS, S.L.	Mortgage over real property in Navarra, Spain
UCAR Carbon Mexicana, S.A de C.V.	Two mortgages over real property in Apodaca, Mexico
UCAR Inc.	Movable Hypothec Agreement dated as of February 22, 2000

	Canadian Security Agreement dated as of February 22, 2000
UCAR Carbon S.A.	Domestic Pledge Agreement
UCAR Holdings S.A.	Domestic Pledge Agreement
UCAR Ltd.	Debenture dated February 22, 2000 Pledge Agreement dated February 22, 2000
UCAR Produtos de Carbono S.A.	Mortgages over real property in Candeias, Brazil

Reaffirmation Agreement
Schedule B

PLEDGES OF CAPITAL STOCK TO BE RELEASED

Pledgor	Issuer	Pledged Stock	Percentage Pledged
UCAR Global Enterprises Inc.	UCAR Carbon S.A. (Brazil)	No Certificates	65%
UCAR Global Enterprises Inc.	UCAR Holding GmbH (Austria)	No Certificates	65%
UCAR Carbon Company Inc.	Unicarbon Comercial Ltda. (Brazil)*	No certificates	65%
UCAR Carbon Company Inc.	UCAR Carbon Foreign Sales Corporation Inc.*	1 Share (Certificate No. 2)	65%
UCAR Carbon Company Inc.	EMSA (Pty) Ltd. (South Africa)	4,062,500 Shares (Certificate No. 36)	65%
UCAR Carbon Company Inc.	UCAR Mexicana S.A. de C.V. (Mexico)**	269,828,025 Shares (Certificates No. 1 and 5)	65%
UCAR Carbon Company Inc.	UCAR S.p.A. (Italy)	3,250,000 Shares (Certificate No. 5)	65%
UCAR Carbon Company Inc.	UCAR Electrodo, S.L. (Spain)	No Certificates (1 Share)	.1%
UCAR Carbon Company Inc.	UCAR Carbon Mexicana S.A. de C.V. (Mexico)	27,231 Shares (Certificate Nos. 1,3 and 4)	.1%
UCAR International Holdings Inc.	UCAR SNC (France)	No Certificates (1 Share)	.1%
Unicarbon Comercial Ltda. (Brazil)**	UCAR Carbon S.A. (Brazil)	No Certificates	2.33%
UCAR Mexicana, S.A. de CV. (Mexico)***	UCAR Carbon Mexicana, S.A. de C.V. (Mexico) ***	5,944,099 Shares (Certificates 27, 29 and 29)	99.8%
UCAR S.p.A. (Italy)	UCAR Enegría S.r.l. (Italy)	No Certificates	100%

* Entity has been dissolved.

** Unicarbon Comercial Ltda. was merged into UCAR Carbon S.A. on February 19, 2001, according to the Minute of the Quotaholders Meeting held on the same date and registered with the Commerce Registry of the State of Bahia on March 3, 2001.

*** UCAR Mexicana S.A. de C.V. was merged into UCAR Carbon Mexicana S.A. de C.V.

Attachment I
Amendment to Schedule I to the Security Agreement

SUBSIDIARY GRANTORS

UCAR Carbon Company Inc.
UCAR International Holdings Inc.
UCAR Holdings III Inc.
UCAR Composites Inc.
Graftech Inc.

<<NYCORP;2080480.3>>

Attachment II
 Reaffirmation Agreement
 Amendment to Schedule VII to the Intellectual Property Security Agreement

PATENTS OWNED BY UCAR CARBON COMPANY INC.

Patent Number	Patent Issue Date	Title
5336015	08/09/1994	SELF CENTERING ELECTRODE JOINT
5167868	12/01/1992	CONDUCTIVE EXPANDABLE CARBONACEOUS PASTE MATERIAL
5280063	01/18/1994	ROOM TEMPERATURE SETTING CARBONACEOUS CEMENT WITH INCREASED ELECTRICAL CONDUCTIVITY AND FLEXURAL STRENGTH
5373051	12/13/1994	ROOM TEMPERATURE SETTING CARBONACEOUS CEMENT WITH INCREASED ELECTRICAL CONDUCTIVITY AND FLEXURAL STRENGTH
5550176	08/27/1996	ROOM TEMPERATURE SETTING CARBONACEOUS CEMENT WITH INCREASED ELECTRICAL CONDUCTIVITY AND FLEXURAL STRENGTH
RE33760	12/03/1991	HIGH PURITY, HIGH TEMPERATURE PIPE THREAD SEALANT PASTE
6245400	06/12/2001	FLEXIBLE GRAPHITE WITH NON-CARRIER PSA BACKING AND RELEASE LINER
5167796	12/01/1992	METHOD FOR PRODUCING LOW SULFUR PREMIUM COKE FROM HIGH SULFUR DECANT OILS
4729689	03/08/1988	ELECTRODE MEMBER AND PROCESS FOR THE PRODUCTION THEREOF
4679206	07/07/1987	ELECTRODE JOINT THREAD FORM
4726995	02/23/1988	OXIDATION RETARDED GRAPHITE OR CARBON ELECTRODE AND METHOD FOR PRODUCING THE ELECTRODE
5413738	05/09/1995	CARBON-CARBON COMPOSITES CONTAINING POORLY GRAPHITIZING PITCH AS A BINDER AND/OR IMPREGNANT HAVING A REDUCED COEFFICIENT OF THERMAL EXPANSION AND IMPROVED FLEXURAL STRENGTH
5688155	11/18/1997	CARBON-CARBON COMPOSITES CONTAINING POORLY GRAPHITIZING PITCH AS A BINDER AND/OR IMPREGNANT HAVING A REDUCED COEFFICIENT OF

		THERMAL EXPANSION AND IMPROVED FLEXURAL STRENGTH
56007770	03/04/1997	CARBON-CARBON COMPOSITES CONTAINING POORLY GRAPHITIZING PITCH AS A BINDER AND/OR IMPREGNANT HAVING A REDUCED COEFFICIENT OF THERMAL EXPANSION AND IMPROVED FLEXURAL STRENGTH
4725161	02/16/1988	ELECTRODE JOINT
4844740	07/04/1989	HIGH COKING VALUE BINDER SYSTEM
4813805	03/21/1989	JOINT FOR CARBON ELECTRODES
5019426	05/28/1991	TOPICAL TREATMENT FOR SEALING CARBON AND GRAPHITE SURFACES
4875979	10/24/1989	TREATMENT OF PETROLEUM COKES TO INHIBIT COKE PUFFING
5110359	05/05/1992	TREATMENT OF PETROLEUM COKES TO INHIBIT COKE PUFFING
5118287	06/02/1992	TREATMENT OF PETROLEUM COKES TO INHIBIT COKE PUFFING
5143749	09/01/1992	METHOD FOR TREATING A GRAPHITE OR CARBON BODY TO FORM A PROTECTIVE COATING
5002981	03/26/1991	HIGH STRENGTH CARBONACEOUS CEMENT
5099438	03/24/1992	METHOD OF ON-LINE MONITORING OF AN ELECTRIC ARC FURNACE AND METHOD OF CONTROL
5478442	12/26/1995	APPARATUS FOR TREATMENT OF PETROLEUM COKES WITH A PUFFING INHIBITOR IN A ROTARY CALCINER
5115447	05/19/1992	IMPROVEMENT IN ARC FURNACE REGULATOR PERFORMANCE
5117439	05/26/1992	METHOD FOR OPERATING AN ELECTRODE GRAPHITIZATION FURNACE
5415755	05/16/1995	FASTENING ELEMENT FOR SECURING ELECTRODE JOINTS
5534133	07/09/1996	CONTINUOUS METHOD FOR INCREASING THE Q.I. CONCENTRATION OF LIQUID TAR WHILE CONCURRENTLY PRODUCING A Q.I. FREE TAR
5751759	05/12/1998	PRE-HEATING FURNACE FOR BAKED AMORPHOUS CARBON BODIES
5631919	05/20/1997	APPARATUS FOR LENGTHWISE GRAPHITIZATION (LWG) OF CARBON ELECTRODE BODIES
5843298	12/01/1998	PRODUCTION OF SOLIDS-FREE COAL TAR

<<NYCORP;2080480.3>>

		PITCH
6058133	05/02/2000	GRAPHITE ELECTRODES INCORPORATING STRESS-RELIEVING SLOTS
6214158	04/10/2001	HIGH TEMPERATURE CARBONACEOUS CEMENT
6280663	08/28/2001	A PIN CONNECTING CARBON ELECTRODES AND PROCESS THEREFOR
4847021	07/11/1989	PROCESS FOR PRODUCING HIGH DENSITY CARBON AND GRAPHITE ARTICLES
5107437	04/21/1992	A PROCESS FOR ISOSTATIC MOLDING
5639707	06/17/1997	HIGH SURFACE AREA SULFUR-CONTAINING ACTIVATED CARBON
5476679	12/19/1995	A GLASSY CARBON COATED GRAPHITE COMPONENT FOR USE IN THE PRODUCTION OF SILICON CRYSTAL GROWTH

PATENTS OWNED BY GRAFTECH INC.

Patent Number	Patent Issue Date	Title
4895713	01/23/1990	INTERCALATION OF GRAPHITE
4826181	05/02/1989	COMPOSITES OF FLEXIBLE GRAPHITE PARTICLES AND AMORPHOUS CARBON
5225379	07/06/1993	COMPOSITES OF FLEXIBLE GRAPHITE PARTICLES AND AMORPHOUS CARBON
5228701	07/20/1993	FLEXIBLE GRAPHITE ARTICLES WITH AN AMORPHOUS CARBON PHASE AT THE SURFACE
4704231	11/03/1987	COMPOSITE COMPRISING NEARLY PARALLEL EXFOLIATED GRAPHITE WORMS
4946892	08/07/1990	COMPOSITES OF IN-SITU EXFOLIATED GRAPHITE
4872914	10/10/1989	HIGH PURITY, HIGH TEMPERATURE PIPE THREAD SEALANT PASTE
RE33760	12/03/1991	HIGH PURITY, HIGH TEMPERATURE PIPE THREAD SEALANT PASTE
5085700	02/04/1992	HIGH PURITY, HIGH TEMPERATURE PIPE THREAD SEALANT PASTE
4911972	03/27/1990	INSULATING COMPOSITE GASKET
5130199	07/14/1991	FLEXIBLE GRAPHITE EXPANDABLE SEAL AND METHOD
5149518	09/22/1992	ULTRA-THIN PURE FLEXIBLE GRAPHITE
5582811	12/10/1996	STABLE BLISTER FREE FLEXIBLE GRAPHITE AND METHOD
4961991	10/09/1990	FLEXIBLE GRAPHITE LAMINATE
5176863	01/05/1993	FLEXIBLE GRAPHITE COMPOSITE FIRE RETARDANT WALLPAPER AND METHOD
5198063	03/30/1993	METHOD AND ASSEMBLY FOR REINFORCING FLEXIBLE GRAPHITE AND ARTICLE
5830809	11/03/1998	METHOD AND ASSEMBLY FOR REINFORCING FLEXIBLE GRAPHITE AND ARTICLE
5376450	12/27/1994	LOW SURFACE ACID INTERCALATED GRAPHITE AND METHOD
5192605	03/09/1993	EPOXY RESIN BONDED FLEXIBLE GRAPHITE LAMINATE AND METHOD
5451064	09/19/1995	EXHAUST SEAL RING
5443894	08/22/1995	FLAME RETARDANT ORIENTED STRAND BOARD STRUCTURE ELEMENT
5494506	02/27/1996	GAS FILTERING DEVICE FOR AIR BAG GENERATOR

5756062	05/26/1998	CHEMICALLY MODIFIED GRAPHITE FOR ELECTROCHEMICAL CELLS
5677082	10/14/1997	COMPACTED CARBON FOR ELECTROCHEMICAL CELLS
5639576	06/17/1997	HETEROATOM INCORPORATED COKE FOR ELECTROCHEMICAL CELLS
5985452	11/16/1999	FLEXIBLE GRAPHITE COMPOSITE SHEET AND METHOD
6017633	01/25/2000	FLEXIBLE GRAPHITE COMPOSITE SHEET AND METHOD
6143218	11/07/2000	FLEXIBLE GRAPHITE COMPOSITE SHEET AND METHOD
5902762	05/11/1999	FLEXIBLE GRAPHITE COMPOSITE
5990027	11/23/1999	FLEXIBLE GRAPHITE COMPOSITE
5885728	03/23/1999	FLEXIBLE GRAPHITE COMPOSITE
6037074	03/14/2000	FLEXIBLE GRAPHITE COMPOSITE
6087034	07/11/2000	FLEXIBLE GRAPHITE COMPOSITE
6074585	06/13/2000	FLEXIBLE GRAPHITE COMPOSITE
5981072	11/09/1999	OXIDATION AND CORROSION RESISTANT FLEXIBLE GRAPHITE COMPOSITE SHEET AND METHOD
5846459	12/08/1998	FLEXIBLE GRAPHITE SHEET WITH DECREASED ANISOTROPY
6254993	07/03/2001	FLEXIBLE GRAPHITE SHEET WITH DECREASED ANISOTROPY
5976727	11/02/1999	ELECTRICALLY CONDUCTIVE SEAL FOR FUEL CELL ELEMENTS
6060189	05/09/2000	ELECTRICALLY CONDUCTIVE SEAL FOR FUEL CELL ELEMENTS
6149972	11/21/2000	EXPANDABLE GRAPHITE AND METHOD 30015-3 - ADD INVENTOR - R.A. REYNOLDS
6228914	05/08/2001	INTUMESCENT COMPOSITION AND METHOD

PATENTS PENDING BY UCAR CARBON COMPANY INC.

For reasons of confidentiality, this schedule is contained only on the original schedule held by the Collateral Agent.

PATENTS PENDING BY GRAFTECH INC.

For reasons of confidentiality, this schedule is contained only on the original schedule held by the Collateral Agent.

Attachment III
Amendment to Schedule I to the Domestic Pledge Agreement

PLEDGED STOCK

Pledgor	Issuer	Pledged Stock	Percentage of total equity covered by Pledge
UCAR International Inc.	UCAR Global Enterprises Inc.	100 shares (Certificate No. U0001)	100%
UCAR International Inc.	UCAR Finance Inc.	100 shares (Certificate No. 1)	100%
UCAR Global Enterprises Inc.	UCAR Carbon Company Inc.	500 shares (Certificate No. 2)	100%
UCAR Carbon Company Inc.	UCAR S.A.	113,750 shares (Certificate No. 5)	65%
UCAR Carbon Company Inc.	UCAR Composites Inc.	800 shares (Certificate No. A3)	100%
UCAR Carbon Company Inc.	UCAR International Holdings Inc.	100 shares (Certificate No. 2)	100%
UCAR Carbon Company Inc.	Union Carbide Grafito, Inc.	25,000 preferred shares (Certificate No. 26) 200 common shares (Certificate No. 2)	100%
UCAR International Holdings Inc.	UCAR Holdings III Inc.	100 shares (Certificate No. 2)	100%
UCAR Carbon Company Inc.	UCAR International Trading Inc.**	100 Shares (Certificate No. 1)	100%
UCAR Carbon Company Inc.	Carbographite Limited (South Africa)**	2,600 Shares (Certificate No. 42)	65%
UCAR Carbon Company Inc.	UCAR Holding GmbH (Austria)	No Certificates	31.67%
UCAR S.A. (Switzerland)	UCAR Holding GmbH (Austria)	No Certificates	33.33%
UCAR Carbon S.A. (Brazil)	UCAR Produtos de Carbono S.A. (Brazil)	No Certificates	99.97%
UCAR Holdings S.A. (France)	UCAR SNC (France)	No Certificates	100%
UCAR Holdings III	UCAR SNC (France)	1 share (No Certificates)	.1%
UCAR Carbon Company Inc.	UCAR Limited (UK)	5,249,999 Shares (Certificate No. 9)	65%
UCAR Carbon	Graftech Inc.	640 Class A Common	97.5%

Company Inc.		Shares (Cert. No. 1) 1,200 Class B Common Shares (Cert. No. 1)	
UCAR International Holdings Inc.	UCAR Inc. (Canada)	650 Shares (Certificate No. 3)	65%
UCAR International Holdings Inc.	UCAR ElectrodoS, S.L. (Spain)	No Certificates	65%
UCAR International Holdings Inc.	UCAR Holdings S.A. (France)	No Certificates	65%

(Pledged Notes on next page)

PLEDGED NOTES

Pledgor	Issuer	Principal Amount/Revolving Note Limit
UCAR Finance Inc.	UCAR Carbon Company Inc.	\$700,000,000
UCAR Finance Inc.	UCAR S.A.	€336,000,000
UCAR Carbon Company Inc.	UCAR International Inc.	\$407,260,872.59
UCAR Finance Inc.	UCAR Inc.	\$60,000,000
UCAR Holdings S.A.	UCAR Finance Inc.	€100,000,000
UCAR S.p.A.	UCAR Finance Inc.	€30,000,000
UCAR Electrodo, S.L.	UCAR Finance Inc.	€60,000,000
UCAR Limited	UCAR Finance Inc.	GBP 30,000,000
UCAR S.A.	UCAR Finance Inc.	€300,000,000
UCAR Composites Inc.	UCAR Finance Inc.	\$10,000,000
UCAR Carbon Company Inc.	Graftech Inc.	\$15,000,000
Graftech Inc.	UCAR Carbon Company Inc.	\$15,000,000
UCAR Carbon S.A.	UCAR Carbon Company Inc.	\$5,000,000

Attachment IV
Amendment to Schedule II to the Domestic Pledge Agreement

PLEDGOR SUBSIDIARIES

UCAR Holdings, S.A
4 Place de Etats-Unis
Silic 214
F-94518 Rungis Cedex
France

UCAR S.N.C.
4 place de Etats-Unis
Silic 214
F-94518 Rungis Cedex
France

UCAR S.p.A.
Casella Postale 89
I-81100 Caserta
Italy

UCAR S.A.
Route de Pallatex
1163 Etoy
Switzerland

UCAR Mexican S.A. de C.V.
Carretera de Astrain S/N
Monterrey, Nueva Leon
Mexico 6400

UCAR Ltd.
Claywheels Lane
Wadsley Bridge
Sheffield, S6 1NF
England

UCAR Inc (send to Delaware)
UCAR International Inc.,
Brandywine West
1521 Concord Pike, Suite 301
Wilmington, Delaware 19803

UCAR Carbon S.A.
Av. Brigadeiro Faria Lima 1461
9° andar - cj. 94
01451-000 São Paulo - SP
Brazil

UCAR Produtos de Carbona S.A.
Av. Brigadeiro Faria Lima 1461
9° andar - cj. 94
01451-000 São Paulo - SP
Brazil

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of February 22, 2000, made by UCAR INTERNATIONAL INC., a Delaware corporation ("UCAR"), UCAR GLOBAL ENTERPRISES INC., a Delaware corporation ("Global"), UCAR FINANCE INC., a Delaware corporation (the "Borrower"), and the subsidiaries of UCAR from time to time party hereto (the "Subsidiary Grantors", and together with UCAR, Global and the Borrower, the "Grantors") in favor of MORGAN GUARANTY TRUST COMPANY OF NEW YORK as collateral agent for the Secured Parties (such term and each other capitalized term used but not defined herein having the meaning given it in Article I of the Credit Agreement). Reference is made to the Credit Agreement dated as of February 22, 2000 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among UCAR, Global, the Borrower, the LC Subsidiaries from time to time party thereto, the Lenders from time to time party thereto and Morgan Guaranty Trust Company of New York, as Administrative Agent, Collateral Agent and Issuing Bank.

The Lenders and the Issuing Banks, respectively, have agreed to make Loans and to issue Letters of Credit pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement.

The obligations of the Lenders to make Loans and of the Fronting Banks to issue Letters of Credit under the Credit Agreement are conditioned upon, among other things, the execution and delivery by the Grantors of an intellectual property security agreement in the form hereof to secure the due and punctual payment of, with respect to each Grantor, its obligations as obligor or guarantor in respect of (a) the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of UCAR, Global, the Borrower and the Subsidiaries under the Credit Agreement and the other Loan Documents (including, without limitation, all monetary obligations of the Intercompany Borrowers under the Intercompany Notes and Intercompany Borrower Agreements, but only for so long as the Intercompany Notes and the rights of the Borrower under the Intercompany Borrower Agreements are pledged to the Collateral Agent under one or more Pledge Agreements as security for the Obligations), (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents, (c) unless otherwise agreed upon in writing by the applicable Lender party thereto, the due and punctual payment and performance of

all obligations of the Borrower and the Subsidiaries, monetary or otherwise, under each Interest/Exchange Rate Protection Agreement entered into with any counterparty that (i) was a Lender (or an Affiliate thereof) at the time such Interest/Exchange Rate Protection Agreement was entered into or (ii) (A) was a "Lender" (or an Affiliate thereof) as defined in the Existing Credit Agreements at the time such Interest/Exchange Rate Protection Agreement was entered into and (B) was one of the initial Lenders under the Credit Agreement (or an Affiliate thereof) and (d) all obligations of the Guarantors under the Guarantee Agreements; (all the foregoing obligations collectively, the "Obligations").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each other Secured Party (and each of their successors and assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Agreement" shall mean this Intellectual Property Security Agreement.

"Collateral" shall mean, with respect to each Grantor, all of the following, whether now owned or hereafter acquired by such Grantor: (a) Patents, including all granted Patents, recordings and pending applications, including those listed on Schedule I attached hereto, (b) Trademarks, including all registered Trademarks, registrations, recordings, and pending applications, including those listed on Schedule II attached hereto, (c) Copyrights, including all registered Copyrights, registrations, recordings, supplemental registrations and pending applications, including those listed on Schedule III attached hereto, (d) Licenses, including those listed on Schedule IV hereto, (e) General Intangibles, and (f) all products and Proceeds (including insurance proceeds) of, and additions, improvements and accessions to, and books and records describing or used in connection with, any and all of the property described above.

"Copyrights" shall mean, with respect to each Grantor, all of the following now or hereafter owned by such Grantor: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

"Copyright License" shall mean, with respect to each Grantor, any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by such Grantor or which such Grantor otherwise has

the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"General Intangibles" shall mean, with respect to each Grantor, all intangible, intellectual or other similar property of such Grantor of any kind or nature now owned or hereafter acquired by such Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations, franchises, and all other intellectual or other similar property rights not otherwise described above.

"Indemnitee" shall mean the Collateral Agent, the Secured Parties and their respective officers, directors, trustees, affiliates and controlling persons.

"License" shall mean, with respect to each Grantor, any Patent License, Trademark License, Copyright License or other license or sublicense as to which such Grantor is a party (other than those license agreements which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Patent License" shall mean, with respect to each Grantor, any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, is in existence, or granting to such Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of such Grantor under any such agreement.

"Patents" shall mean, with respect to each Grantor, all the following now or hereafter owned by such Grantor: (a) all letters patent of the United States or any other country, including patents, design patents or utility models, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein.

"Proceeds" shall mean, with respect to each Grantor, any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral owned by such Grantor, any value received as a consequence of the possession of any such Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any asset or property that constitutes such Collateral, any claim of such Grantor against third parties for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (a) past, present or future infringement of any Patent now or hereafter owned by such Grantor or licensed under a Patent License, (b) past, present or future infringement or dilution of any Trademark now or hereafter owned by such Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now

or hereafter owned by such Grantor, (c) past, present or future breach of any License, (d) past, present or future infringement of any Copyright now or hereafter owned by such Grantor or licensed under a Copyright License, and (e) any and all other amounts from time to time paid or payable under or in connection with any of such Collateral.

"Trademark License" shall mean, with respect to each Grantor, any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by such Grantor or that such Grantor otherwise has the right to license, or granting to such Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Trademarks" shall mean, with respect to each Grantor, all of the following now or hereafter owned by such Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, and (b) all goodwill associated therewith or symbolized thereby, and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, of the Obligations, each Grantor hereby creates, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all such Grantors' right, title and interest in, to and under the Collateral subject to liens permitted under Section 7.02 of the Credit Agreement (the "Security Interest"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements, continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or similar office in any other country), or any other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by such Grantor, without the signature of such Grantor, naming such Grantor as debtor and the Collateral Agent as secured party.

Notwithstanding any other provision of this Agreement to the contrary, the Collateral shall not include any License which by its terms or the terms governing it

prohibits assignment thereof or the grant of a security interest therein; *provided* that such term or terms are typical or customary in connection with the document or instrument to which they relate.

Each Grantor agrees at all times to keep accurate and complete, in all material respects, accounting records with respect to the Collateral and, on and after the occurrence and during the continuance of a Default, a record of all payments and Proceeds received in respect thereof.

SECTION 2.02. Further Assurances. Each Grantor agrees, at its own cost and expense, to promptly execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request for the better assuring, preserving and perfecting of the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest created hereby, the filing of any financing statements or other documents (including filings with the United States Patent and Trademark Office and the United States Copyright Office or similar offices in any other country) in connection herewith, and the execution and delivery of any document required to supplement this Agreement with respect to any Patents, Trademarks and/or Copyrights applied for, acquired, registered (or for which registration applications are filed) or issued after the date hereof. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, upon the request of the Collateral Agent, such note or instrument shall (to the extent not previously pledged and delivered pursuant to the Pledge Agreements) be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral is canceled or overturned, opposed, misappropriated, injured, infringed, lost (other than due to expiration of any issued Patent) or, if applicable, diluted.

SECTION 2.03. Inspection and Verification. Without limiting the scope of Section 6.07 of the Credit Agreement, the Collateral Agent and such representatives as the Collateral Agent may reasonably designate shall have the right to inspect, at any reasonable times or times, any of the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss any Grantor's affairs with the officers of such Grantor and its independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, conditions, and status of or any other matter relating to such Collateral, including, in the case of Collateral in the possession of any third party (with, except after an Event of Default shall have occurred and during the continuance thereof, the consent of such Grantor, which consent shall not be unreasonably withheld), by contacting such person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any or all of the Secured Parties.

SECTION 2.04. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, liens, security interests or other encumbrances at any time levied or placed on any of the Collateral and not permitted under this Agreement or other Loan Documents, and may pay for the maintenance and

preservation of any of the Collateral to the extent any Grantor fails to do so to the extent required by this Agreement or the other Loan Documents, and such Grantor agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however,* that nothing in this Section 2.04 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any other Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 2.05. No Assumption of Liability. The Security Interest is granted as security only and shall not subject any Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of any of the Collateral.

ARTICLE III

Representations and Warranties

Representations and Warranties. Each Grantor represents and warrants, as to itself and the Collateral in which the Security Interest is created by it hereunder, that:

SECTION 3.01. Validity of Patents, Trademarks and Copyrights. Each of the Patents, Trademarks and Copyrights is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, except as could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.02. Title and Authority. Each Grantor has rights in and good title to the Collateral shown on the schedules hereto as being owned by it and has full corporate power and authority to grant to the Collateral Agent (for the benefit of the Secured Parties) the Security Interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained, except, in each case, as could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.03. Filings. (a) Fully executed financing statements containing a description of the Collateral shall promptly following the Closing Date be filed of record in every governmental, municipal or other office in every jurisdiction located within the United States and its respective territories and possessions or such other analogous documents in other countries as are necessary to publish notice of and protect the validity of and to establish a valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of the Collateral in which a security interest may be perfected by filing a financing statement or analogous document in the United States and its political subdivisions, territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions or pursuant to applicable law in other countries, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or

other documents of similar effect, except as contemplated by paragraph (b) below and filings with respect to after-acquired Collateral, with respect to which all necessary actions will be promptly taken subsequent to the acquisition of such after-acquired Collateral.

(b) Each Grantor shall ensure and warrants that fully executed security agreements in the form hereof and containing a description of the Collateral shall have been received and recorded within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other country or any political subdivision thereof, to protect the validity and first priority of and to perfect a valid first priority security interest (subject only to Liens permitted by Section 7.02 of the Credit Agreement) in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of the Collateral in which a security interest may be perfected by filing in the United States and its political subdivisions, territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements (other than such actions as are necessary to perfect the Collateral Agent's first priority security interest with respect to any Collateral (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.04. Validity of Security Interests. This Agreement is effective to create in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral, and, when financing statements in appropriate form are filed in the offices specified on Schedule VI hereto and this Agreement is filed in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will constitute a duly perfected Lien on, and security interest in, all right, title and interest of the Grantors in such Collateral and, to the extent contemplated therein and subject to § 9-306 of the UCC, the proceeds thereof, in each case prior and superior in right to any other person (it being understood that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office may be necessary to perfect a lien on registered trademarks, trademark applications and copyrights acquired by the Grantors after the date hereof), other than with respect to the rights of persons pursuant to Liens expressly permitted by Section 7.02 of the Credit Agreement.

SECTION 3.05. Information Regarding Names and Locations. Each Grantor has disclosed in writing to the Collateral Agent on Schedule IV any material trade names used to identify it in its business or in the ownership of its properties during the past five years.

SECTION 3.06. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien of any nature whatsoever (except for Liens expressly permitted by Section 7.02 of the Credit Agreement or hereby and any liens of licenses listed on Schedule V). Other than as contemplated hereby and by the other Loan

Documents, and except as permitted therein, the Grantors have not filed (a) any financing statement or analogous document under the Uniform Commercial Code, (b) any assignment in which any Grantor assigns the Collateral, any security agreement or any similar instrument covering any Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office in any other country or political subdivision thereof and (c) any assignment in which any Grantor assigns the Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office.

ARTICLE IV

Covenants

SECTION 4.01. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor (either itself or through licensees) will, for each Patent, not do any act, or omit to do any act, whereby any Patent that is material to the conduct of the Grantors' businesses, taken as a whole, may become invalidated or dedicated to the public, and shall continue to mark, to the extent consistent with past practices and good business judgment, any products covered by a material Patent with the relevant patent number as necessary and sufficient to establish and preserve such Grantor's material rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of the Grantors' businesses, taken as a whole, to the extent consistent with past practices and good business judgment, (i) maintain such Trademark in full force free from any material claim of abandonment or invalidity for nonuse, (ii) maintain the quality of products and services offered under such Trademark to the extent that the failure to do so would result in a Material Adverse Effect, (iii) display such Trademark with notice of federal or foreign registration to the extent necessary and sufficient to establish and preserve such Grantor's material rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any material third-party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, to the extent consistent with past practices and good business judgment, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve such Grantor's material rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of the Grantors' businesses, taken as a whole, may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence (and, in the case of applications for Trademarks with the United States Patent and Trademark Office, perfect) the Collateral Agent's security interest in such Patent, Trademark or Copyright of such Grantor and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the Obligations are paid in full.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application (and to obtain the relevant grant or registration) relating to the Patents, Trademarks and/or Copyrights which are material to the Grantors' businesses, taken as a whole, to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of the Grantors' businesses, taken as a whole, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of the Grantors' businesses, taken as a whole, is believed by the Grantor that has created the Security Interest in such Collateral pursuant hereto to have been infringed, misappropriated or diluted by a third party in any material respect, such Grantor shall notify the Collateral Agent promptly after it learns thereof and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

SECTION 4.02. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all reasonable actions necessary to defend title to the Collateral against all persons, to properly maintain, protect and preserve the Collateral and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not permitted under the Credit Agreement in each case, except as otherwise permitted by the Credit Agreement or this Agreement.

SECTION 4.03. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each License, contract, agreement, interest or obligation relating to the Collateral, all in accordance with the terms and conditions thereof, to the

extent consistent with good business practice. Without limiting the foregoing, the Collateral Agent shall have no obligation or liability under any License by reason of or arising out of this Agreement or the granting or the assignment to the Collateral Agent of the Security Interest or the receipt by the Collateral Agent of any payment related to any License pursuant hereto, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

SECTION 4.04. Use and Disposition of Collateral. A Grantor shall not (i) make or permit to be made an assignment, pledge or hypothecation of the Collateral, and shall grant no other security interest in the Collateral (other than pursuant hereto or except for any Permitted Liens) or (ii) make or permit to be made any transfer of the Collateral, and shall remain at all times in possession thereof other than transfers to the Collateral Agent pursuant to the provisions hereof; notwithstanding the foregoing, a Grantor may use and dispose of the Collateral in any lawful manner permitted by the provisions of this Agreement, the Credit Agreement or any other Loan Document, unless the Collateral Agent shall, after an Event of Default shall have occurred and during the continuance thereof, notify the Borrower not to sell, convey, lease, assign, transfer or otherwise dispose of any Collateral except with respect to any transfer between the Borrower or a Wholly Owned Subsidiary that is a Grantor and the Borrower or a Wholly Owned Subsidiary that is a Grantor.

SECTION 4.05. Locations of Collateral; Place of Business. (a) Each Grantor agrees, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form reasonably satisfactory to the Collateral Agent, showing the identity, amount and location (to the extent practicable) of any and all Collateral.

(b) Each Grantor agrees not to change, or permit to be changed, the location of its chief executive office or chief place of business or the name or names used to identify it in its business or in the ownership of its properties unless all filings under the Uniform Commercial Code or under other applicable laws that are required to be made with respect to the Collateral have been made and the Collateral Agent has a valid, legal and perfected first priority security interest in the Collateral, subject to no liens, other than Liens permitted by Section 7.02 of the Credit Agreement and any liens or licenses listed on Schedule V, and prior notice thereof has been given to the Collateral Agent along with copies of all such filings to be made.

SECTION 4.06. Future Rights. (a) If, before the time that all Obligations shall have been paid in full, no Letters of Credit are outstanding and the Secured Parties no longer have Commitments under the Credit Agreement, any Grantor shall obtain rights to any material asset or item that may be considered Collateral, the provisions of Section 2.01 shall automatically apply thereto and each Grantor shall give to the Collateral Agent prompt notice thereof in writing.

(b) With respect to any such material asset or item that may be considered Collateral as set forth in paragraph (a) above, each Grantor shall follow the procedures set forth in Section 3.03, as applicable, to ensure that the Collateral Agent's valid first priority security interest therein is perfected (subject only to Liens permitted by Section 7.02 of the Credit Agreement).

SECTION 4.07 Assignment of Licenses. Upon and during the continuance of an Event of Default and at the reasonable request of the Collateral Agent, each Grantor shall use its reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of the Grantors' rights, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.08. Collateral Agent's Liabilities and Expenses; Indemnification.
(a) Notwithstanding anything to the contrary provided herein, the Collateral Agent assumes no liabilities with respect to any claims regarding each Grantor's ownership (or purported ownership) of, or rights or obligations (or purported rights or obligations) arising from, the Collateral or any use (or actual or alleged misuse), license or sublicense thereof by any Grantor or any licensee of such Grantor, whether arising out of any past, current or future event, circumstance, act or omission or otherwise, or any claim, suit, loss, damage, expense or liability of any kind or nature arising out of or in connection with the Collateral or the production, marketing, delivery, sale or provision of goods or services under or in connection with any of the Collateral. As between the Secured Parties and the Grantors, all of such liabilities shall be borne exclusively by the Grantors.

(b) Each Grantor hereby agrees to pay all expenses of the Collateral Agent and to indemnify the Collateral Agent with respect to any and all losses, claims, damages, liabilities and related expenses in respect of this Agreement or the Collateral in each case to the extent the Borrower is required to do so pursuant to Section 10.03 of the Credit Agreement.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. Without prejudice to the survival of any other agreements contained herein, all indemnification and reimbursement obligations contained herein shall survive the payment in full of the principal and interest under the Credit Agreement, the expiration of the Letters of Credit and the termination of the Commitments or this Agreement.

ARTICLE V

Remedies

SECTION 5.01. Power of Attorney. Upon the occurrence and during the continuance of any Event of Default, subject to prior written notice to the Borrower, the Collateral Agent shall have the right, as the true and lawful attorney-in-fact of the Grantors, with power of substitution for the Grantors and in the Grantors' names, the Collateral Agent's name or otherwise, for the use and benefit of the Secured Parties
(a) upon prior notice from the Collateral Agent, to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of

payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice relating to any of the Collateral; (d) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (e) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to or pertaining to all or any of the Collateral; (f) to license or, to the extent permitted by any applicable law, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Collateral throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall determine (other than in violation of any then existing licensing arrangements to the extent that waivers or other adequate provision cannot be secured therefor); and (g) generally to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that except as provided for by law or the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions, nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken by the Collateral Agent or omitted to be taken with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent. It is understood and agreed that the appointment of the Collateral Agent as the attorney-in-fact of the Grantors for the purposes set forth above in this Section 5.01 is coupled with an interest and is irrevocable. The provisions of this Section 5.01 shall in no event relieve the Grantors of any of their obligations hereunder or under the Credit Agreement or any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or the Secured Parties to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right that it may have on the date of this Agreement or hereafter, whether hereunder or by law or by the Security Agreement, or otherwise.

SECTION 5.02. Other Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor expressly agrees that, subject to prior written notice to the Borrower, the Collateral Agent on demand shall have the right to take any or all of the following actions at the same or different times: with or without legal process and with or without previous notice or demand for performance, to take possession of all tangible manifestations or embodiments of the Collateral and documentation relating thereto and all business records, documents, files, prints and labels with respect to the Collateral, and without liability for trespass to enter any premises where such tangible manifestations or embodiments, business records, documents, files, prints and labels with respect to the Collateral may be located for the purpose of taking possession of or removing such tangible manifestations or embodiments, business records, documents, files, prints and labels with respect to the

Collateral, and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other law applicable to any part of the Collateral. Subject to and without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof where the failure to obtain such a representation and agreement could result in a violation of any applicable securities laws, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors at least 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice to the Grantors. At any public sale made pursuant to this Section 5.02, the Collateral Agent or any Secured Party may bid for or purchase, free from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Collateral Agent or any Secured Party from any Grantor as a credit against the purchase price, and the Collateral Agent or any

Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to such Grantor therefor. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 5.03. Application of Proceeds of Sale. The proceeds of any sale of Collateral, as well as any Collateral consisting of cash, shall be applied by the Collateral Agent as follows:

First, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all reasonable court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

Second, to the payment of all amounts of the Obligations owed to the Secured Parties in respect of Loans made by them and outstanding and amounts owing in respect of any LC Disbursement or Letter of Credit or under any Interest/Exchange Rate Protection Agreement, pro rata as among the Secured Parties in accordance with the amount of such Obligations owed them;

Third, to the payment and discharge in full of the Obligations (other than those referred to above), pro rata as among the Secured Parties in accordance with the amount of such Obligations owed to them; and

Fourth, after payment in full of all Obligations, to the applicable Grantor, or its successor or assign thereof, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, any Collateral then remaining.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.04. Grant of License to Use Patent, Trademark and Copyright Collateral. For the purpose of enabling the Collateral Agent to exercise rights and remedies under Article V hereof at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or

other compensation to such Grantor) to use, license or sublicense any of the Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent for any purpose appropriate in connection with the exercise of remedies hereunder, only upon the occurrence and during the continuance of an Event of Default; *provided* that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon such Grantor notwithstanding any subsequent cure of an Event of Default. The Collateral Agent agrees to apply the net proceeds received from any license as provided in Section 5.03 hereof.

ARTICLE VI

Miscellaneous

SECTION 6.01. The Collateral Agent Appointed Attorney-in-Fact. Except as otherwise provided herein, each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor, effective upon the occurrence and during the continuance of an Event of Default, for the purposes of carrying out the provisions of this Agreement, taking any action and executing any instrument that the Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes hereof, and doing all other acts that such Grantor is obligated to do hereunder. Such appointment is in each case irrevocable and coupled with an interest. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof in accordance with this Agreement.

SECTION 6.02. Notices. Notices and other communications provided for herein shall be in writing and given (i) in the case of communications and notices to UCAR, Global, the Borrower or any Secured Party, as provided in the Credit Agreement and (ii) in the case of communications and notices to any other Grantor, as provided in the Subsidiary Guarantee Agreement.

SECTION 6.03. Successors and Assigns. (a) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party, and the terms "Lender", "Issuing Bank" and "Secured Party" shall include each permitted successor and assignee of any Lender, Issuing Bank or Secured Party permitted under Section 10.04 of the Credit Agreement and all covenants, promises and agreements by or on behalf of the Grantors or the Collateral Agent or that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and permitted assigns referred to above.

(b) No Grantor shall assign or delegate any of its rights and duties hereunder.

(c) The covenants, promises and agreements by the Grantors shall inure to the benefit of each Secured Party and each assignee of any Secured Party permitted under Section 10.04 of the Credit Agreement.

SECTION 6.04. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT FEDERAL LAW OR LAWS OF ANOTHER STATE OR FOREIGN JURISDICTION MAY APPLY TO PATENTS, TRADEMARKS, COPYRIGHTS, OTHER COLLATERAL OR REMEDIES.

SECTION 6.05. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other right or power. The rights and remedies of the Collateral Agent hereunder and of other Secured Parties under the Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into between any Grantor and the Collateral Agent, with the prior written consent of the Required Secured Parties; *provided, however*, that except as provided herein or in the other Loan Documents, no such agreement shall amend, modify, waive or otherwise affect the rights or duties of the Collateral Agent hereunder without the prior written consent of the Collateral Agent.

SECTION 6.06. Security Interest Absolute. All rights of the Collateral Agent hereunder, the security interests granted hereunder and all obligations of the Grantors hereunder shall be absolute and unconditional.

SECTION 6.07. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, the execution and delivery to the Lenders of the Loan Documents and the issuance by the Fronting Banks of the Letters of Credit regardless of any investigation made by the Secured Parties or on their behalf and shall continue in full force and effect so long as the principal of or any accrued interest on any Loan or L/C Disbursement or any Fee or any other amount payable under or in respect of this Agreement or any other Loan Document is outstanding and unpaid and so long as the Commitments have not been terminated.

SECTION 6.08. Binding Effect; Assignments. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent, and thereafter shall be binding upon such Grantor and its respective successors and assigns, and shall inure to the benefit of such Grantor and the Secured Parties and their respective successors and assigns, except

that no Grantor shall have the right to assign its rights hereunder or any interest herein (and any such attempted assignment shall be void) except as expressly contemplated by this Agreement or the other Loan Documents.

SECTION 6.09. Termination; Release. (a) This Agreement and the security interests granted hereby shall terminate when all the Obligations have been indefeasibly paid in full, the Commitments have been terminated and no Letters of Credit are outstanding.

(b) Upon any sale by any Grantor of any Collateral that is permitted under the Credit Agreement or upon the effectiveness of any written consent to the release of the Security Interest in any Collateral pursuant to Section 10.02 of the Credit Agreement, the Security Interest in such Collateral shall be automatically released.

(c) In connection with any termination or release pursuant to paragraphs (a) and (b), the Collateral Agent shall execute and deliver to each Grantor, at such Grantor's expense, all Uniform Commercial Code termination statements, documents in order to terminate any United States Patent and Trademark Office filings and similar documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of termination statements or documents pursuant to this Section 6.09 shall be without recourse to or warranty by the Collateral Agent.

SECTION 6.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.10.

SECTION 6.11. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 6.12. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the

nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Loan Party or Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or any Secured Party or its properties in the courts of any jurisdiction.

(b) Each Grantor and each Secured Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.02. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 6.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute but one instrument, and shall become effective as provided in Section 6.08.

SECTION 6.14. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 6.15. Additional Grantors. Pursuant to Section 6.11 of the Credit Agreement, each Domestic Subsidiary that was not in existence or not a Domestic Subsidiary on the date thereof is required to enter into this Agreement as a Grantor upon becoming a Domestic Subsidiary. Upon execution and delivery, after the date hereof, by the Collateral Agent and such Domestic Subsidiary of an instrument in the form of Annex 1, such Domestic Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor hereunder. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

UCAR INTERNATIONAL INC.

by

Name:

Title:

UCAR GLOBAL ENTERPRISES INC.

by

Name:

Title:

UCAR FINANCE INC.

by

Name:

Title:

EACH OF THE SUBSIDIARY
GRANTORS LISTED ON SCHEDULE VII
HERETO

by

Name:

Title:

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK, as Collateral
Agent

by

Name:

Title:

Deborah Desautels
Vice President

PATENTS OWNED BY UCAR CARBON COMPANY INC.

US Patents

Patent Number	Patent Issue Date
4155755	22-May-1979
4159184	26-Jun-1979
4175022	20-Nov-1997
4194673	25-Mar-1980
4243169	06-Jan-1981
4251272	17-Feb-1981
4252856	24-Feb-1981
4290709	22-Sep-1981
4347083	31-Aug-1982
4349910	14-Sep-1992
4379812	12-Apr-1983
4402744	06-Sep-1983
4435816	06-Mar-1984
4438216	20-Mar-1984
4453253	05-Jun-1984
4455527	19-June-1984
4472460	18-Sep-1984
4476002	09-Oct-1984
4679206	07-Jul-1987
4725161	16-Feb-1988
4726995	23-Feb-1988
4729689	08-Mar-1988
4813805	21-Mar-1989
4844740	04-Jul-1989
4847021	11-Jul-1989
4875979	24-Oct-1989
5002981	26-Mar-1991
5019426	28-May-1991
5099438	24-Mar-1992
5107437	21-Apr-1992
5110359	05-May-1992
5115447	19-May-1992
5117439	26-May-1992
5118287	02-Jun-1992
5143749	01-Sep-1992
5167796	01-Dec-1992

SCHEDULE I
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Patent Number	Patent Issue Date
5167868	01-Dec-1992
5280063	18-Jan-1994
5336015	09-Aug-1994
5373051	13-Dec-1994
5413738	09-May-1995
5415755	16-May-1995
5476679	19-Dec-1995
5478442	26-Dec-1995
5534133	09-Jul-1996
5550176	27-Aug-1996
5607770	04-Mar-1997
5631919	20-May-1997
5639707	17-Jun-1997
5688155	18-Nov-1997
5751759	12-May-1998
5843298	01-Dec-1998

US Patent Applications

Application Number	Filing Date
09/075104	08-May-1998
09/136245	19-Aug-1998
09/258517	26-Feb-1999
09/416659	12-Oct-1999
09/432328	02-Nov-1999

Non-U.S. Patents

Country Code	Country	Patent Number	Issue Date
AR	Argentina	251086	16-Sep-1997
AU	Australia	663839	19-Oct-1995
BR	Brazil	PI9004217-4	3-Nov-1999
BR	Brazil	PI8903713.8	29-Dec-1998
CA	Canada	1045747	02-Jan-1979
CA	Canada	1045919	01-Sep-1979
CA	Canada	1046456	16-Jan-1979
CA	Canada	1060161	14-Aug-1979
CA	Canada	1083496	12-Aug-1980
CA	Canada	1089901	18-Nov-1980
CA	Canada	1097102	10-Mar-1981

SCHEDULE I
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Country Code	Country	Patent Number	Issue Date
CA	Canada	1103729	23-Jun-1981
CA	Canada	1104800	14-Jul-1981
CA	Canada	1148202	14-Jun-1983
CA	Canada	1151698	09-Aug-1983
CA	Canada	1163284	06-Mar-1984
CA	Canada	1169900	26-Jun-1984
CA	Canada	1182505	12-Feb-1985
CA	Canada	1187860	28-May-1985
CA	Canada	1202078	18-Mar-1986
CA	Canada	1204137	06-May-1986
CA	Canada	1217177	27-Jan-1987
CA	Canada	1221658	12-May-1987
CA	Canada	1228370	20-Oct-1987
CA	Canada	1228456	27-Oct-1987
CA	Canada	1228605	27-Oct-1987
CA	Canada	1287862	20-Aug-1991
CA	Canada	1297145	10-Mar-1992
CA	Canada	1322184	14-Sep-1993
CA	Canada	2003653	09-Jul-1996
CA	Canada	2035983	17-Sep-1996
CA	Canada	2047474	03-Sep-1996
CA	Canada	2109909	30-Jul-1996
CA	Canada	2177750	14-Sep-1999
CN	China	89107310.8	14-Apr-1995
CN	China	93129584.8	24-Sep-1999
CZ	Czech Republic	283759	15-Apr-1998
DD	East Germany	287526	28-Feb-1991
DE	Germany	0410050	18-Nov-1993
DE	Germany	0491442	01-Jun-1994
DE	Germany	0498097	05-Jul-1995
DE	Germany	0500061	26-Oct-1994
DE	Germany	0540771	18-Jan-1995
DE	Germany	599211	22-Oct-1997
DE	Germany	4312571.9	30-Dec-1997
DE	Germany	4345359.7	23-Dec-1997
DE	Germany	69201573.6	08-Mar-1995
DE	Germany	69511045.4	06-Aug-1999
EP	European Patent Office	0012995	16-Feb-1983
EP	European Patent Office	0026646	27-Aug-1986

SCHEDULE I
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Country Code	Country	Patent Number	Issue Date
EP	European Patent Office	0068898	30-Dec-1986
EP	European Patent Office	0083143	22-Jan-1986
EP	European Patent Office	0109839	06-Sep-1989
EP	European Patent Office	0134770	31-Mar-1993
EP	European Patent Office	0146399	11-Jul-1990
EP	European Patent Office	0202128	12-Feb-1992
EP	European Patent Office	0223205	28-Feb-1990
EP	European Patent Office	0260529	11-Dec-1991
EP	European Patent Office	0296757 (sub case -1)*	01-Dec-1993
EP	European Patent Office	0296757	01-Dec-1993
EP	European Patent Office	0340697	15-Dec-1993
EP	European Patent Office	0410050	18-Nov-1993
EP	European Patent Office	0415280	25-Sep-1996
EP	European Patent Office	0467486	29-Mar-1995
EP	European Patent Office	0491442	01-Jun-1994
EP	European Patent Office	0494720	08-Mar-1995
EP	European Patent Office	0498097	05-Jul-1995
EP	European Patent Office	0500061	26-Oct-1994
EP	European Patent Office	0540771	18-Jan-1995
EP	European Patent Office	599211	22-Oct-1997

* Patent currently being opposed.

SCHEDULE I
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SECURITY AGREEMENT

Country Code	Country	Patent Number	Issue Date
EP	European Patent Office	0712921	28-Jul-1999
ES	Spain	ES2133680T3	28-Jul-1999
ES	Spain	ES2108190T3	22-Oct-1997
ES	Spain	0491442	01-Jun-1994
ES	Spain	549483	24-Sep-1986
ES	Spain	2050242	18-Nov-1993
ES	Spain	2074222	05-Jul-1995
ES	Spain	2091781 T3	25-Sep-1996
FR	France	0134770	31-Mar-1993
FR	France	0146399	11-Jul-1990
FR	France	0202128	12-Feb-1992
FR	France	0340697	15-Dec-1993
FR	France	0467486	29-Mar-1995
FR	France	0494720	08-Mar-1995
FR	France	0498097	05-Jul-1995
FR	France	0500061	26-Oct-1994
FR	France	0540771	18-Jan-1995
FR	France	599211	22-Oct-1997
GB	United Kingdom	0146399	11-Jul-1990
GB	United Kingdom	0340697	15-Dec-1993
GB	United Kingdom	0410050	18-Nov-1993
GB	United Kingdom	0467486	29-Mar-1995
GB	United Kingdom	0498097	05-Jul-1995
GB	United Kingdom	0500061	26-Oct-1994
IN	India	175748	24-Jul-1989
IT	Italy	27669/BE/97	01-Oct-1997
IT	Italy	0134770	31-Mar-1993
IT	Italy	0202128	12-Feb-1992
IT	Italy	0296757	01-Dec-1993
IT	Italy	0340697	15-Dec-1993
IT	Italy	0370799	17-Mar-1993
IT	Italy	0494720	08-Mar-1995
IT	Italy	0498097	05-Jul-1995
IT	Italy	0500061	26-Oct-1994
JP	Japan	2505880	02-Apr-1996
JP	Japan	2760910	20-Mar-1998
JP	Japan	2781332	15-May-1998
JP	Japan	2854201	20-Nov-1998
JP	Japan	2889028	19-Feb-1999
JP	Japan	2908172	02-Apr-1999

SCHEDULE I
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SECURITY AGREEMENT

Country Code	Country	Patent Number	Issue Date
JP	Japan	2935822	04-Jun-1999
KR	Korea	0689/94	13-Sep-1999
MX	Mexico	153994	18-Mar-1987
MX	Mexico	168315	18-May-1993
MX	Mexico	170984	22-Sep-1993
MX	Mexico	173154	27-Sep-1995
MX	Mexico	180375	11-Dec-1995
MX	Mexico	185080	20-Jun-1997
NO	Norway	306440	24-Nov-1993
PL	Poland	163084	08-Sep-1994
PL	Poland	172238	08-Jan-1997
RO	Romania	106118	29-Jan-1993
RU	Russian Federation	2081152	10-Jun-1997
RU	Russian Federation	2129340	20-Apr-1999
RU	Russian Federation	2129341	20-Apr-1999
RU	Russian Federation	2142607	25-Jun-1999
SE	Sweden	0500061	26-Oct-1994
SK	Slovakia	279871	26-Jan-1999
TW	Taiwan	NI099155	01-Dec-1998
VE	Venezuela	1798/93	08-May-1998
ZA	South Africa	89/5627	31-Oct-1990
ZA	South Africa	96/2599	31-Dec-1996
ZA	South Africa	969732	27-Aug-1997
ZA	South Africa	978432	24-Jun-1998

SCHEDULE I
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Non-U.S. Patent Applications

Country Code	Country	Application Number	Filing Date
BE	Belgium	94100139.8	07-Jan-1994
BE	Belgium	96300288.6	16-Jan-1996
BE	Belgium	96303960.7	31-May-1996
BE	Belgium	96308309.2	08-Nov-1996
BO	Bolivia	B-000196	25-Nov-1993
BR	Brazil	P19605639-8	20-Nov-1996
BR	Brazil	PI9711561-4	25-May-1999
BR	Brazil	P19304811-4	24-Nov-1993
BR	Brazil	P19602535-2	30-May-1996
BR	Brazil	PI9601166-1	28-Mar-1996
CA	Canada	463252	14-Sep-1984
CA	Canada	2059062	09-Jan-1992
CA	Canada	2190680	19-Nov-1996
CN	China	96110080.X	30-May-1996
CN	China	96123339.7	20-Nov-1996
DE	Germany	P4314461.6	03-May-1993
DE	Germany	92114513.2	26-Aug-1992
DE	Germany	94100139.8	07-Jan-1994
DE	Germany	96300288.6	16-Jan-1996
DE	Germany	96303960.7	31-May-1996
DE	Germany	96308309.2	08-Nov-1996
DO	Dom. Republic	325159	08-Sep-1993
EG	Egypt	1029/96	20-Nov-1996
EP	European Patent Office	87305315.1	16-Jun-1987
EP	European Patent Office	94100139.8	07-Jan-1994
EP	European Patent Office	96300288.6	16-Jan-1996
EP	European Patent Office	96303960.7	31-May-1996
EP	European Patent Office	96308309.2	18-Nov-1996
EP	European Patent Office	97944325.6	24-Sep-1997
ES	Spain	94100139.8	07-Jan-1994
ES	Spain	96300288.6	16-Jan-1996
ES	Spain	96303960.7	31-May-1996
ES	Spain	96308809.2	08-Nov-1996
FR	France	90116235.4	24-Aug-1990

SCHEDULE I
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Country Code	Country	Application Number	Filing Date
FR	France	92114513.2	26-Aug-1992
FR	France	94100139.8	07-Jan-1994
FR	France	95308207.0	16-Nov-1995
FR	France	96300288.6	16-Jan-1996
FR	France	96303960.7	31-May-1996
FR	France	96308309.2	08-Nov-1996
GB	United Kingdom	94100139.8	07-Jan-1994
GB	United Kingdom	96300288.6	16-Jan-1996
GB	United Kingdom	96308309.2	08-Nov-1996
ID	Indonesia	P-003978	29-Jul-1992
IN	India	N/A	08-Dec-1993
IN	India	2540/DEL/199	19-Nov-1996
IN	India	1320/DEL/93	24-Nov-1993
IT	Italy	90116235.4	24-Aug-1990
IT	Italy	92114513.2	26-Aug-1992
IT	Italy	94100139.8	07-Jan-1994
IT	Italy	95308207.0	16-Nov-1995
IT	Italy	96300288.6	16-Jan-1996
IT	Italy	96303960.7	31-May-1996
IT	Italy	96308309.2	08-Nov-1996
JP	Japan	230586/92 (sub case - 2)*	28-Aug-1992
JP	Japan	006811/96	18-Jan-1996
JP	Japan	136849/96	30-May-1996
JP	Japan	191243/89	24-Jul-1989
JP	Japan	230586/92 (sub case - 1)*	28-Aug-1992
JP	Japan	309763/96	20-Nov-1996
JP	Japan	515739/98	24-Sep-1997
KR	Korea	698/96	16-Jan-1996
KR	Korea	55535/96	20-Nov-1996
LU	Luxembourg	94100139.8	07-Jan-1994
MX	Mexico	960232	15-Jan-1996
MX	Mexico	962055	30-May-1996
MX	Mexico	965697	19-Nov-1996
MY	Malaysia	PI9600155	16-Jan-1996
MY	Malaysia	P19602065	29-May-1996
MY	Malaysia	PI9604796	19-Nov-1996
PL	Poland	P314521	29-May-1996

* Patents currently being opposed.

NY01/CHENS/497862.1

NY01/CHENS/49/862.1

PATENT
REEL: 013438 FRAME: 0161

SCHEDULE I
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Country Code	Country	Application Number	Filing Date
PL	Poland	P317091	20-Nov-1996
RO	Romania	96-02174	19-Nov-1996
SA	Saudi Arabia	96/9732	08-Nov-1996
UA	Ukraine	93003756	08-Sep-1993
US	United States	09/075104	08-May-1998
WO	World Intellectual Property Organization (WIPO)	US97/16677	24-Sep-1997
WO	World Intellectual Property Organization (WIPO)	US99/06557	30-Apr-1999
WO	World Intellectual Property Organization (WIPO)	US99/06557	30-Apr-1999
WO	World Intellectual Property Organization (WIPO)	US99/06557	30-Apr-1999
ZA	South Africa	93/8797	24-Nov-1993

TRADEMARKS OWNED BY UCAR CARBON COMPANY INC.

U.S. Trademark Registrations and Applications

Trademark	Status	Registration Number	Registration Date	Application Number	Application Date
GRAPHI-TOOL	Registered	1702837	28-Jul-1992		
SMART RAM	Registered	1727628	27-Oct-1992		
DURACAST	Registered	2003368	24-Sep-1996		
C-CAT	Registered	2051081	08-Apr-1997		
SOCKET MARKING FOR ELECTRODES DESIGN	Registered	418218	11-Dec-1985		
DURAPRESS	Published			75/517643	13-Jul-1998
DURABURN	Published			75/576678	27-Oct-1998
GRAFBOARD	Pending			N/A	22-Nov-1999
GRAFCELL	Pending			N/A	22-Nov-1999
RAPIDMOLD	Pending			N/A	22-Nov-1999

Non-U.S. Trademark Registrations

Trademark	Country	Registration Number	Registration Date
PYROFOAM	Canada	177988	27-Aug-1986
DURACAST	Denmark	2532/95	21-Apr-1995
DURACAST	Finland	143965	20-May-1996
DURACAST	France	95/559,893	23-Feb-1995
DURACAST	Germany	39503605	28-Sep-1995
GRAPHI-TOOL	Ireland, Republic of	154737	18-Nov-1992
DURACAST	Ireland, Republic of	173285	17-Feb-1995
DURACAST	Israel	96718	08-Oct-1996
DURACAST	Italy	712925	13-Jun-1997
DURACAST	Norway	173947	06-Jun-1996
DURACAST	Portugal	306816	03-Jan-1996
DURACAST	Spain	194873802	02-Feb-1995
DURACAST	Sweden	307141	22-Dec-1995
GRAPHI-TOOL	Taiwan	614602	10-Oct-1993
GRAPHI-TOOL	United Kingdom	1518774	13-Nov-1992
DURACAST	United Kingdom	2009155	27-Jan-1995

SCHEDULE III
TO INTELLECTUAL PROPERTY
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(No copyrights owned)

LICENSES

A. Patents

**¹Licenses of UCAR International Inc. as Licensee
from the Lemelson Medical, Education and Research Education, Limited
Partnership (the "Lemelson Foundation Partnership") as Licensor**

I. Miscellaneous Patents

USPN 3,499,976	3/10/70 Magnetic Recording Apparatus and Method for Moving a Transducer into Engagement with a Selected Portion of a Record
USPN 3,555,245	1/12/71 Tape Cartridge and Reader
USPN 3,636,273	1/18/72 Apparatus for Driving Tape in a Cartridge
USPN 3,686,434	8/22/72 Area Surveillance System
USPN Re. 28,461	7/1/75 Tape Cartridge and Reader
USPN 4,087,839	5/2/78 Filmstrip Transducing Apparatus and Method
USPN 4,110,801	8/29/78 Magnetic Tape Transducing Apparatus

II. Synthetic Diamond-Related Patents*

USPN 4,367,130	1/4/83 Chemical Reaction
USPN 4,385,880	5/31/83 Shock Wave Processing Apparatus
USPN 4,702,808	10/27/87 Chemical Reaction Apparatus and Method
USPN 4,859,493	8/22/89 Methods of Forming Synthetic Diamond Coatings on Particles, Using Microwaves
USPN 4,874,596	10/17/89 Production of Crystalline Structures
USPN 4,960,643	10/2/90 Composite Synthetic Materials
USPN 4,974,498	12/4/90 Internal Combustion Engines and Engine Components
USPN 5,021,628	6/4/91 Apparatus and Method for Reacting on Matter
USPN 5,040,501	8/20/91 Valves and Valve Components
USPN 5,067,826	11/26/91 Ball and Roller Bearings and Bearing Components
USPN 5,096,352	3/17/92 Diamond Coated Fasteners
USPN 5,131,941	7/21/92 Reaction Apparatus and Method
USPN 5,132,587	7/21/92 Spark Plug Electrodes
USPN 5,255,929	10/26/93 Blade for Ice Skate
USPN 5,284,394	2/8/94 Ball and Roller Bearings and Bearing Components
USPN 5,288,556	2/22/94 Gears and Gear Assemblies
USPN 5,332,248	7/26/94 Fastening Devices

¹ For the benefit of UCAR Carbon Company Inc.

* Includes all divisional applications, reissues, reexaminations, continuations, continuations-in-part and foreign counterparts of the indicated patents, if any.

SCHEDULE IV
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

USPN 5,349,265	9/20/94 Synthetic Diamond Coated Electrodes and Filaments
USPN 5,456,406	10/10/95 Fastening Devices
USPN 5,462,772	10/31/95 Methods for Forming Artificial Diamond
USPN 5,529,815	6/25/96 Apparatus and Method for Forming Diamond Coating
USPN 5,552,675	9/3/96 High Temperature Reaction Apparatus
USPN 5,616,372	4/1/97 Method of Applying a Wear-Resistant Diamond Coating to a Substrate
USPN 5,628,881	5/13/97 High Temperature Reaction Method
USPN 5,688,557	11/18/97 Method of Depositing Synthetic Diamond Coatings with Intermediate Bonding Layers
USPN 5,714,202	2/3/98 Synthetic Diamond Overlays for Gas Turbine Engine Parts Having Thermal Barrier Coatings
USPN 5,740,941	4/21/98 Sheet Material with Coating
USPN 5,786,038	7/28/98 Synthetic Diamond Layers Having Wear Resistant Coatings Formed in Situ and Methods of Applying Such Coatings
USPN 5,794,801	8/18/98 Material Compositions

III. Synthetic Diamond-Related Applications*

S.N. 08/603,705	2/20/96 Gas Turbine Components and Blades
S.N. 08/628,088	4/8/96 Computer Control of Chemical Vapor Deposition Process
S.N. 08/901,407	7/28/97 Articles of Manufacture and Methods

* Includes all divisional applications, reissues, reexaminations, continuations, continuations-in-part and foreign counterparts of the indicated patents, if any.

SCHEDULE IV
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

B. Trademarks

**U.S. Trademarks Licensed to UCAR Carbon Company Inc. (Licensee)
from Union Carbide Corporation (Licensor)**

Trademark	Registration Number	Registration Date
UCAR	864455	04-Feb-1969
UCAR	884511	20-Jan-1970
UCAR	893537	30-Jun-1970
UCAR	909659	09-Mar-1971
UCAR	967344	04-Sep-1973
UCAR	973945	27-Nov-1973
UCAR	1008278	08-Apr-1975
UCAR	1014143	24-Jun-1975
UCAR	1016291	22-Jul-1975
UCAR	1173765	20-Oct-1981
UCAR	1496686	19-Jul-1988
UCAR	1692647	09-Jun-1992
UCAR	1756549	09-Mar-1993
UCAR-323	2004989	01-Oct-1996

SCHEDULE IV
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

**Non-U.S. Trademarks Licensed to UCAR Carbon Company Inc. (Licensee)
from Union Carbide Corporation (Licensor)**

Country	Trademark	Registration Number	Registration Date
Argentina	UCAR	1301621	26-Jul-1988
Argentina	UCAR	1709742	26-Jul-1988
Australia	UCAR	A214417	24-Oct-1988
Australia	UCAR	A214,416	24-Oct-1988
Austria	UCAR	60703	30-Nov-1997
Belize	UCAR	1912	06-Jul-1987
Bolivia	UCAR	52903-A	29-Nov-1987
Bolivia	UCAR	37043-A	29-Nov-1987
Botswana	UCAR	U.K. 1,000	06-Nov-1987
Brazil	UCAR	007175370	09-Mar-1990
Brazil	UNICARBON	815496443	29-Nov-1994
Bulgaria	UCAR	9244	04-Dec-1993
Canada	UCAR	171356	18-Sep-1985
Chile	UCAR	18309	18-May-1988
Colombia	UCAR	66,540	12-Feb-1988
Denmark	UCAR	1878/1969	11-Jul-1989
Egypt	UCAR	46210	24-May-1990
El Salvador	UCAR	16595/40	29-Jan-1994
Finland	UCAR	50148	05-May-1997
France	UCAR	1408174	13-May-1997
Germany	UCAR	863961	17-Jul-1997
Germany	UCAR	1147030	25-Feb-1989
Greece	UCAR	36265	30-Sep-1996
Greece	UCAR	37849	18-Jul-1997
Greece	UCAR IN GREEK	87155	04-Nov-1987
Guatemala	UCAR	20316	09-Jan-1989
Guyana	UCAR	6826A	18-Jul-1988
Honduras	UCAR	14794	15-Jul-1988
Hungary	UCAR	116905	12-Oct-1993
Israel	UCAR	32597	02-Sept-1991
Israel	UCAR	32598	21-Sep-1991
Italy	UCAR	531802	28-Jul-1987
Kenya	UCAR	14,925	16-May-1988
Malawi	UCAR	27/66	15-Feb-1987
Mexico	UCAR	142536	06-Sep-1992
Mexico	UCAR	146,448	06-Sep-1967
New Zealand	UCAR	85500	24-Oct-1988

SCHEDULE IV
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Country	Trademark	Registration Number	Registration Date
New Zealand	UCAR	85501	24-Oct-1988
Nicaragua	UCAR	18420	20-Oct-1988
Panama	UCAR	14528	26-Jul-1991
Panama	UCAR	30383	26-Jul-1991
Paraguay	UCAR	126873	21-Oct-1987
Paraguay	UCAR	207134	21-Oct-1987
Peru	UCAR	12169	19-Jul-1992
Peru	UCAR	12170	19-Jul-1992
Russian Federation	UCAR	57120	02-Feb-1996
Russian Federation	UCAR (STYLIZED)	169452	17-Nov-1999
Singapore	UCAR	41618	08-May-1988
Singapore	UCAR	44159	17-Jun-1989
South Africa	UCAR	65/5071	06-Dec-1995
Spain	UCAR	535591	30-May-1997
Spain	UCAR	540629	30-May-1970
Sweden	UCAR	120714	18-Aug-1997
Sweden	UCAR	122354	26-Jan-1998
Taiwan	UCAR	43922	31-Oct-1990
Tonga	UCAR	1005	06-Jul-1987
United Kingdom	UCAR	896862	06-Jul-1966
United Kingdom	UCAR	909435	12-May-1967
United Kingdom	UCAR	1056849	29-Dec-1975
Uruguay	UCAR	246632	05-Feb-1971
Venezuela	UCAR	65826-F	07-Jul-1971
Yugoslavia	UCAR	23099	25-Jun-1988
Zambia	UCAR	724/65	06-Dec-1965
Zimbabwe	UCAR	994/65	06-Dec-1996

**Non-U.S. Trademark Applications for UCAR Carbon Company Inc. (Licensee)
from Union Carbide Corporation (Licensor)**

Country	Trademark	Application Number	Application Date
European Community	UCAR	36590	01-Apr-1996
Malaysia	UCAR	92/08320	26-Nov-1992
Malaysia	UCAR	92/08323	26-Nov-1992
Venezuela	UCAR	13888	04-Aug-1988

SCHEDULE V
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

LIENS ON INTELLECTUAL PROPERTY

None

NY01/CHENS/497862.1

PATENT
REEL: 013438 FRAME: 0170

SCHEDULE VI
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

OFFICES WHERE FINANCING STATEMENTS ARE TO BE FILED

See Perfection Certificate

SCHEDULE VII
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT

SUBSIDIARY GRANTORS

UCAR Carbon Company Inc.

UCAR Holdings II Inc.

UCAR Holdings III Inc.

UCAR International Trading Inc.

UCAR Composites Inc.