

05-19-2004



Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

102748050

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

AGY HOLDING CORP.  
AGY AIKEN LLC  
AGY HUNTINGDON LLC

5/17/04

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other \_\_\_\_\_

Execution Date: 4/2/04

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

Name: Wachovia Bank, National Association

Internal Address: \_\_\_\_\_ Mail Code: GA 8050

Street Address: 191 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30303-1757

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

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

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

A. Patent Application No.(s) \_\_\_\_\_

See attached schedule

B. Patent No.(s) \_\_\_\_\_

See attached schedule

Additional numbers attached? ☒ Yes ☐ No

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

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky

&amp; Walker LLP

Street Address: 600 Peachtree Street, N.E.

Suite 2400

City: Atlanta State: GA Zip: 30308

## 6. Total number of applications and patents involved: 31

7. Total fee (37 CFR 3.41).....\$ 1,240.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

## 8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

## 9. Signature.

Donna J. Hunter

Name of Person Signing

Signature

May 14, 2004

Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

05/18/2004 EDOOPER 00000123 4492722

01 FC:8021

1240.00 OP

PATENT  
REEL: 015328 FRAME: 0741

# PATENTS

Patent Number	Patent Date	Country	Patent Description
4,492,722	1/8/85	US	Glass Fiber Reinforced Ceramic
4,502,409	3/5/85	US	Apparatus for treating texturized strands and yams
4,582,748	4/15/86	US	Glass Compositions Having Low Expansion and Dielectric Constants
4,584,110	4/22/86	US	Size Compositions for Glass Fibers
4,615,720	10/7/86	US	Method and Apparatus for Melting Glass
4,657,572	4/14/87	US	Bushing Balance Controller and Method for Using Same
4,732,879	3/22/88	US	Method for Applying Porous, Metal Oxide Coatings to Relatively Nonporous Fibrous Substrates
4,780,120	10/25/88	US	Bushing Balance Controller and Method of Using Same
4,822,439	4/18/89	US	Process for Forming Thick Ballistic Resistant Materials
4,842,923	Not available	US	Ballistic Materials
4,853,017	8/1/89	US	Method and apparatus for the environmental control of fiber forming environment
4,855,341	8/8/89	US	High-Strength Magnesium Aluminosilicate Glass Fibers Having Size Coating of Epoxy Resin with Methacryloxyalkyl and Amino
5,215,813	6/1/93	US	Ballistic Materials
5,690,150	11/25/97	US	Woven Fabric Made With Yarn Having Periodic Flat Spots
5,731,084	3/24/98	US	Zero Twist Yarn Having Periodic Flat Spots
5,785,728	Not available	US	Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing
5,806,775	9/15/98	US	Self-Supporting Yarn Package
5,839,678	Not available	US	Method of Controlling Flat Spots in A Zero Twist Yarn
6,019,140	Not available	US	Method of Weaving A Yarn Having Periodic Flat Spots On An Air Jet Loom

Patent Number	Patent Date	Country	Patent Description
6,167,728	Not available	US	Method For Controlling Heating and Cooling In Segments At a Fiber Glass Bushing
6,177,656	Not available	US	Method For Controlling Heating and Cooling In Segments At a Fiber Glass Bushing
40769	Not available	TW	Ballistic Materials
86099	Not available	IL	Ballistic Materials
93071	Not available	IL	Process for Forming Flat Plate Ballistic Resistant Materials
96454	Not available	FI	Bushing Balance Controller and Method of Using Same
103940	Not available	TW	Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing
127147	Not available	KR	Bushing Balance Controller and Method of Using Same
189203	Not available	NL	Ballistic Materials
201,858	Not available	MX	Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing
593504	Not available	AU	Bushing Balance Controller and Method of Using Same
600630	Not available	AU	Ballistic Materials
685011	Not available	AU	Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing
785914	Not available	EP	Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing

Patent Number	Patent Date	Country	Patent Description
1286584	Not available	CA	Ballistic Materials
1289646	Not available	CA	Bushing Balance Controller and Method of Using Same
2077614	Not available	JP	Ballistic Materials
2122851	Not available	JP	Bushing Balance Controller and Method of Using Same
8803765	Not available	ES	Ballistic Materials
86109971	Not available	TW	Zero Twist Yarn Having Periodic Flat Spots
0323486	Not available	EP	Bushing Balance Controller and Method of Using Same
0324803	Not available	EP	Ballistic Materials
88/2993	Not available	ZA	Ballistic Materials

Application Number	Application Date	Country	Patent Description
8-513273	1/12/00	JP	
90109947	4/30/01	TW	Method and Apparatus for Controlling Heating & Cooling In Fiberglass Bushing Segments
97196428.9	7/7/97	CN	
10-506096	7/7/97	JP	
8-513273	1/12/00	JP	
99/00580	7/7/97	MX	
08/302,297	9/8/94	US	
08/734,421	10/16/96	US	
08/683,015	7/16/96	US	
08/683,017	7/16/96	US	
08/736,903	10/25/96	US	
08/815,379	3/11/97	US	
08/856,880	5/15/97	US	
09/009,478	1/20/98	US	
60,055,807	8/15/97	US	
PCT/US00/26945	Not available	US	Method And Apparatus For Winding Yarn On A Bobbin (Formerly 9297-37P178086)

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 2nd day of April, 2004, among the Grantors listed on the signature pages hereof (the "Grantors"), and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lender Group (as defined in the Credit Agreement described below) (the "Administrative Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of dated as of April 2, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among AGY Holding Corp., a Delaware corporation, as parent (the "Parent"), AGY AIKEN LLC, a Delaware limited liability company, and AGY Huntingdon LLC, a Delaware limited liability company (together with the Parent, collectively, the "Borrowers" and individually, a "Borrower"), the Subsidiaries (as defined in the Credit Agreement) of the Borrowers party thereto as guarantors, the financial institutions party thereto as lenders (the "Lenders"), and the Administrative Agent, the Lenders have agreed to accept the Notes pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to accept the Notes, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of April 2, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Lender Group, this Patent Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants to the Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
  - (a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new patent rights (“Additional Patents”). Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such Additional Patents. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

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

Sworn to and subscribed before me  
this 2nd day of April, 2004.

AGY HOLDING CORP.

NOTARY PUBLIC

By:

Name:

Title:

My Commission Expires:

8/19/06

AGY AIKEN LLC

By: AGY Holding Corp., its sole member

NOTARY PUBLIC

By:

Name:

Title:

My Commission Expires:

8/19/06

AGY HUNTINGDON LLC

By: AGY Holding Corp., its sole member

NOTARY PUBLIC

By:

Name:

Title:

My Commission Expires:

8/19/06

SUSAN M. MARPAS  
Notary Public, State of New York  
Commission Expires Aug. 19, 2006

ACCEPTED AND ACKNOWLEDGED  
BY:

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as the Administrative  
Agent

Sworn to and subscribed before me  
this 3rd day of March, 2004.

NOTARY PUBLIC

By:

Name:

Title:

My Commission Expires:

PATENT SECURITY AGREEMENT

S-1

PATENT  
REEL: 015328 FRAME: 0747

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

**Patent Registrations/ Applications**

See attached



# PATENTS

Patent Number	Patent Date	Country	Patent Description
4,492,722	1/8/85	US	Glass Fiber Reinforced Ceramic
4,502,409	3/5/85	US	Apparatus for treating texturized strands and yarns
4,582,748	4/15/86	US	Glass Compositions Having Low Expansion and Dielectric Constants
4,584,110	4/22/86	US	Size Compositions for Glass Fibers
4,615,720	10/7/86	US	Method and Apparatus for Melting Glass
4,657,572	4/14/87	US	Bushing Balance Controller and Method for Using Same
4,732,879	3/22/88	US	Method for Applying Porous, Metal Oxide Coatings to Relatively Nonporous Fibrous Substrates
4,780,120	10/25/88	US	Bushing Balance Controller and Method of Using Same
4,822,439	4/18/89	US	Process for Forming Thick Ballistic Resistant Materials
4,842,923	Not available	US	Ballistic Materials
4,853,017	8/1/89	US	Method and apparatus for the environmental control of fiber forming environment
4,855,341	8/8/89	US	High-Strength Magnesium Aluminosilicate Glass Fibers Having Size Coating of Epoxy Resin with Methacryloxyalkyl and Amino
5,215,813	6/1/93	US	Ballistic Materials
5,690,150	11/25/97	US	Woven Fabric Made With Yarn Having Periodic Flat Spots
5,731,084	3/24/98	US	Zero Twist Yarn Having Periodic Flat Spots
5,785,728	Not available	US	Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing
5,806,775	9/15/98	US	Self-Supporting Yarn Package
5,839,678	Not available	US	Method of Controlling Flat Spots in A Zero Twist Yarn
6,019,140	Not available	US	Method of Weaving A Yarn Having Periodic Flat Spots On An Air Jet Loom

Patent Number	Patent Date	Country	Patent Description
6,167,728	Not available	US	Method For Controlling Heating and Cooling In Segments At a Fiber Glass Bushing
6,177,656	Not available	US	Method For Controlling Heating and Cooling In Segments At a Fiber Glass Bushing
40769	Not available	TW	Ballistic Materials
86099	Not available	IL	Ballistic Materials
93071	Not available	IL	Process for Forming Flat Plate Ballistic Resistant Materials
96454	Not available	FI	Bushing Balance Controller and Method of Using Same
103940	Not available	TW	Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing
127147	Not available	KR	Bushing Balance Controller and Method of Using Same
189203	Not available	NL	Ballistic Materials
201,858	Not available	MX	Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing
593504	Not available	AU	Bushing Balance Controller and Method of Using Same
600630	Not available	AU	Ballistic Materials
685011	Not available	AU	Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing
785914	Not available	EP	Method For Controlling Heating and Cooling In Segments At A Fiber Glass Bushing

Patent Number	Patent Date	Country	Patent Description
1286584	Not available	CA	Ballistic Materials
1289646	Not available	CA	Bushing Balance Controller and Method of Using Same
2077614	Not available	JP	Ballistic Materials
2122851	Not available	JP	Bushing Balance Controller and Method of Using Same
8803765	Not available	ES	Ballistic Materials
86109971	Not available	TW	Zero Twist Yarn Having Periodic Flat Spots
0323486	Not available	EP	Bushing Balance Controller and Method of Using Same
0324803	Not available	EP	Ballistic Materials
88/2993	Not available	ZA	Ballistic Materials

Application Number	Application Date	Country	Patent Description
8-513273	1/12/00	JP	
90109947	4/30/01	TW	Method and Apparatus for Controlling Heating & Cooling In Fiberglass Bushing Segments
97196428.9	7/7/97	CN	
10-506096	7/7/97	JP	
8-513273	1/12/00	JP	
99/00580	7/7/97	MX	
08/302,297	9/8/94	US	
08/734,421	10/16/96	US	
08/683,015	7/16/96	US	
08/683,017	7/16/96	US	
08/736,903	10/25/96	US	
08/815,379	3/11/97	US	
08/856,880	5/15/97	US	
09/009,478	1/20/98	US	
60,055,807	8/15/97	US	
PCT/US00/26945	Not available	US	Method And Apparatus For Winding Yarn On A Bobbin (Formerly 9297-37P178086)