

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CII Carbon, L.L.C.	08/23/2005
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A.
Street Address:	PO Box 2558
Internal Address:	Lien Perfection Unit
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5975752
CORRESPONDENCE DATA	
Fax Number:	(202)728-0744
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2028350240
Email:	daved.alexander@thomson.com
Correspondent Name:	CSC Networks/Prentice Hall
Address Line 1:	80 State Street
Address Line 2:	6th Floor
Address Line 4:	Albany, NEW YORK 12207
NAME OF SUBMITTER:	Daved Alexander

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Total Attachments: 8
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PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

WHEREAS, CII Carbon, L.L.C. (the "**Borrower**"), a Louisiana limited liability company (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, the Borrower, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent, LC Issuing Bank and Swingline Lender, are parties to a Credit Agreement dated as of August 23, 2005 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of August 23, 2005 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Patent Security Agreement), the Lien Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Patent owned by the Lien Grantor (including, without limitation,

any Patent identified in Schedule 1 hereto) and all rights and benefits of the Lien Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Lien Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of August, 2005

CII CARBON, L.L.C.

By: Colleen Burghardt
Name: Colleen Burghardt
Title: Chief Financial Officer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

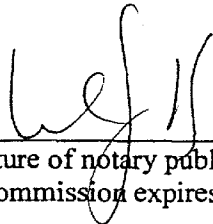
By: _____
Name:
Title:

STATE OF LOUISIANA)
) ss.:
PARISH OF ORLEANS)

I, Neal J. Kling, a Notary Public in and for said ^{Parish}~~County~~,
in the State aforesaid, DO HEREBY CERTIFY, that Colleen Burghardt,
Chief Financial Officer of CII CARBON, L.L.C., personally known to me to be
the same person whose name is subscribed to the foregoing instrument as such
Officer, appeared before me this day in person and acknowledged that (s)he
signed, executed and delivered the said instrument as her/his own free and
voluntary act and as the free and voluntary act of said Company, for the uses and
purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 19th day of August, 2005.

[Seal]



Signature of notary public
My Commission expires at death

Neal J. Kling
Notary Public
Bar No. 22489
Parish of Orleans, State of Louisiana
My Commission is for life

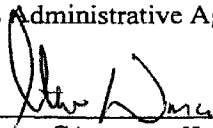
IN WITNESS WHEREOF, the Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the ____ day of _____, ____.

CII CARBON, L.L.C.

By: _____
Name: Colleen Burghardt
Title: Chief Financial Officer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Steven Nance
Title: Sr. Vice President

Schedule 1

CII CARBON, L.L.C.

PATENTS AND DESIGN PATENTS

None.

PATENT APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Date</u>	<u>Filing Title</u>
10/874,508	USA	6/22/04	Electrodes Useful For Molten Salt Electrolysis of Aluminum Oxide to Aluminum
PCT/US05/017910	International	5/23/05	Electrodes Useful For Molten Salt Electrolysis of Aluminum Oxide to Aluminum

PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
License Agreement	ConocoPhillips Company/ CII Carbon, L.L.C.	08/23/05	U.S. Patent No. 5,975,752