

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Globe Metallurgical Inc.	11/10/2005
RECEIVING PARTY DATA	
Name:	D.E. Shaw Laminar Lending, Inc.
Street Address:	120 West Forty-Fifth Street
Internal Address:	39th Floor, Tower 45
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5390723
CORRESPONDENCE DATA	
Fax Number:	(713)615-5243
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-758-4730
Email:	iptldocket@velaw.com
Correspondent Name:	Cindy Y. Lee
Address Line 1:	1001 Fannin St., Suite 2300
Address Line 2:	First City Tower
Address Line 4:	Houston, TEXAS 77002-6760
ATTORNEY DOCKET NUMBER:	DES050/45000
NAME OF SUBMITTER:	Jessica Greeney, Paralegal
Total Attachments: 4 source=Junior Patent Security Interest#page1.tif source=Junior Patent Security Interest#page2.tif	

CH 5390723 \$40.00

500061614

PATENT
REEL: 016800 FRAME: 0172

source=Junior Patent Security Interest#page3.tif
source=Junior Patent Security Interest#page4.tif

GRANT OF JUNIOR PATENT SECURITY INTEREST

Dated as of November 10, 2005

WHEREAS, Globe Metallurgical Inc., a Delaware corporation (the "Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of November 10, 2005 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Junior Credit Agreement"), with the financial institutions named therein as lenders (collectively, together with their respective successors and assigns party to the Junior Credit Agreement from time to time, the "Lenders"), and D.E. Shaw Laminar Lending, Inc., as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") and administrative agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Junior Credit Agreement, to extend certain credit facilities to the Grantor; and

WHEREAS, pursuant to the terms of a Junior Pledge and Security Agreement, dated as of November 10, 2005 (as amended, supplemented or otherwise modified from time to time, the "Junior Security Agreement"), among the Borrower, the Additional Grantors party thereto and the Collateral Agent, the Grantor has agreed to create in favor of the Collateral Agent a secured and protected interest in, and the Collateral Agent has agreed to become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Junior Security Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral");

- (i) (a) any and all U.S. and federal patents and patent applications (including without limitation the patents and patent applications specifically identified in Schedule A hereto); (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; and
- (ii) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and

records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto. For purposes of this Grant of Junior Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Junior Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Junior Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GLOBE METALLURGICAL INC.

By: Vickie L Hudson
Name: VICKIE L HUDSON
Title: VP FINANCE

Signature Page
to
Grant of Junior Patent Security Interest

**SCHEDULE A
TO
GRANT OF JUNIOR PATENT SECURITY INTEREST**

Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>
5390723	2/21/1995	Method and system for treating and coating metals

2538576_2.DOC

Schedule A
to
Grant of Junior Patent Security Interest

RECORDED: 11/21/2005

**PATENT
REEL: 016800 FRAME: 0177**