

Form PTO-1595 (rev 06/04) **RECORDATION FORM COVER SHEET PATENTS ONLY** U. S. Department of Commerce Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

<p><b>1. Name of conveying party(ies)/Execution Date(s):</b>  <b>AGY Holding Corp.</b></p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership            <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation  <input type="checkbox"/> Other         </p> <p>Citizenship <u>Delaware</u></p> <p>Execution Date(s) <u>June 5, 2006</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and Address of receiving party(ies)</b>          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          Name: <u>UBS AG, Stamford Branch</u></p> <p>Internal Address: <u>677 Washington Boulevard</u>          Street Address: _____</p> <p>City: <u>Stamford</u>          State: <u>Connecticut</u>          Country: <u>USA</u>                      Zip: <u>06901</u></p> <p> <input type="checkbox"/> Association – Citizenship _____  <input type="checkbox"/> General Partnership – Citizenship _____  <input type="checkbox"/> Limited Partnership – Citizenship _____  <input type="checkbox"/> Corporation – Citizenship _____  <input checked="" type="checkbox"/> Other <u>Stamford, Connecticut branch of a Swiss financial institution</u>          Citizenship _____         </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No.</p>
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**3. Nature of conveyance:**

Assignment                       Merger  
 Security Agreement             Change of Name  
 Government Interest Assignment  
 Other First Lien Security Agreement

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

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


B. Patent No(s).

<b>6177656</b>	<b>6167728</b>	<b>6019140</b>
<b>5839678</b>	<b>5806775</b>	<b>5785728</b>
<b>5731084</b>	<b>5215813</b>	<b>4855341</b>
<b>4842923</b>	<b>4780120</b>	<b>4822439</b>

Additional numbers attached?  Yes  No

<p><b>5. Name and address of party to whom correspondence concerning document should be mailed:</b></p> <p>Resa Schlossberg, Esq.          SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP          Four Times Square          New York, New York 10036          Tel: (212) 735-3467          Fax: (917) 777-3467          rschloss@skadden.com</p>	<p><b>6. Total number of applications and registrations involved:</b> <u>12</u></p> <p><b>7. Total fee (37 CFR 1.21(h) and 3.41) \$480</b>  <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 698510/0099)</p> <p><b>8. Payment Information</b>          Deposit Account No. <u>19-2385</u>          Authorized user Name: <u>Evans Richardson</u></p>
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**9. Signature.**

  
 \_\_\_\_\_  
 Signature  
 Resa Schlossberg  
 Name of Person Signing

\_\_\_\_\_  
 Date  
 August 28, 2006

Total number of pages including cover sheet, and documents: **#6**

First Lien Patent Security Agreement

## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 5, 2006, by AGY HOLDING CORP. (as successor to KAGY ACQUISITION CORP.) (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is a party to a first lien Security Agreement, dated as of April 7, 2006 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Patents of Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and

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-2-

deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.


SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

*(Remainder of page intentionally left blank.)*



Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: 

Name: Richard L. Tavrow  
Title: Director

By: 

Name: Irja R. Otsa  
Title: Associate Director

-5-

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Issued Patents**

US	METHOD AND APPARATUS FOR CONTROLLING HEATING AND COOLING IN SEGMENTS OF A FIBER GLASS BUSHING	6177656	1/23/01
US	METHOD AND APPARATUS FOR CONTROLLING HEATING AND COOLING IN SEGMENTS OF A FIBER GLASS BUSHING	6167728	1/2/01
US	METHOD OF WEAVING A YARN HAVING PERIODIC FLAT SPOTS ON AN AIR JET LOOM	6019140	2/1/00
US	METHOD OF CONTROLLING FLAT SPOTS IN A ZERO TWIST YARN	5839678	11/24/98
US	SELF-SUPPORTING YARN PACKAGE	5806775	9/15/93
US	METHOD FOR CONTROLLING HEATING AND COOLING IN SEGMENTS OF A FIBER GLASS BUSHING	5785728	7/28/93
US	ZERO TWIST YARN HAVING PERIODIC FLAT SPOTS	5731084	3/24/98
US	BALLISTIC MATERIALS	5215813	6/1/95
US	HIGH-STRENGTH MAGNESIUM ALUMINOSILICATE GLASS FIBERS HAVING SIZE COATING OF EPOXY RESIN WITH METHACRYLOXYALKYL AND AMINOALKYL SILANES	4855341	8/8/89
US	BALLISTIC MATERIALS	4842923	6/27/89
US	BUSHING BALANCE CONTROLLER AND METHOD OF USING SAME	4780120	10/25/88
US	PROCESS FOR FORMING THICK BALLISTIC RESISTANT MATERIALS	4822439	4/18/98

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