

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:

1. Name of conveying party(ies)/Execution Date(s):

AGY Holding Corp.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Other

Citizenship **Delaware**

Execution Date(s) **June 5, 2006**

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

2. Name and Address of receiving party(ies)

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

Name: **UBS AG, Stamford Branch**

Internal Address: _____

Street Address: **677 Washington Boulevard**

City: **Stamford**

State: **Connecticut**

Country: **USA** Zip: **06901**

☐ Association – Citizenship

☐ General Partnership – Citizenship

☐ Limited Partnership – Citizenship

☐ Corporation – Citizenship

☒ Other **Stamford, Connecticut branch of a**

Swiss financial institution

Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No.

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☒ Other **Second Lien Security Agreement**

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

A. Patent Application No(s).

This document is being filed together with a new application

B. Patent No(s).

6177656	6167728	6019140
5839678	5806775	5785728
5731084	5215813	4855341
4842923	4780120	4822439

Additional numbers attached? ☐ Yes ☒ No

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

Resa Schlossberg, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3467
Fax: (917) 777-3467
rschloss@skadden.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 1.21(h) and 3.41) **\$480**

☒ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 698510/0099)

8. Payment Information

Deposit Account No. **19-2385**

Authorized user Name: **Evans Richardson**

9. Signature.


Signature
Resa Schlossberg

Name of Person Signing

August 28, 2006

Date

Total number of pages including cover sheet, and documents:

#6

Second 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, Pledgor is a party to a second 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.)

-3-

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

Very truly yours,

AGY HOLDING CORP.

By: 
Name: Douglas J. Mattscheck
Title: President and CEO

STATE OF SOUTH CAROLINA)
) SS.
COUNTY OF AIKEN)

I, a notary public, in and for the county and state aforesaid, do hereby certify that the above named person appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 31st day of May, 2006.


Notary Public

My commission expires: 1/2/2014

-4-

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 

Name: Richard L. Tavrow
Title: Director

By: 

Name: Ija R. Osa
Title: Associate Director

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PATENT
REEL: 018184 FRAME: 0716

-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	9/15/98
US	METHOD FOR CONTROLLING HEATING AND COOLING IN SEGMENTS OF A FIBER GLASS BUSHING	5785728	7/28/98
US	ZERO TWIST YARN HAVING PERIODIC FLAT SPOTS	5731084	3/24/98
US	BALLISTIC MATERIALS	5215813	6/1/93
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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