

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Rights Security Agreement (Mezzanine)

CONVEYING PARTY DATA

Name	Execution Date
H.C. Starck Inc.	10/26/2007

RECEIVING PARTY DATA

Name:	Dresdner Bank AG, Niederlassung Luxembourg, as Security Agent
Street Address:	Attention: Erica Skoeld
Internal Address:	6A, route de Treves
City:	Senningerberg
State/Country:	LUXEMBOURG
Postal Code:	L-2633

PROPERTY NUMBERS Total: 45

Property Type	Number
Application Number:	09251567
Application Number:	11038890
Application Number:	08439525
Application Number:	08622848
Application Number:	10872998
Application Number:	10501837
Application Number:	10285748
Application Number:	10801324
Application Number:	10498174
Application Number:	11388107
Application Number:	10079286
Application Number:	10542945
Application Number:	10553841
Application Number:	11629540

PATENT

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REEL: 020036 FRAME: 0864

OP \$1800.00 09251567

Application Number:	10543579
Application Number:	10953163
Application Number:	11576320
Application Number:	10334140
Application Number:	10931203
Application Number:	11574469
Application Number:	10974519
Application Number:	10978940
Application Number:	11742607
Application Number:	11085876
PCT Number:	US0609174
PCT Number:	US0509763
Application Number:	11255018
Application Number:	11238366
Application Number:	10593620
Application Number:	08472596
Application Number:	08269580
Application Number:	09445331
Application Number:	09073488
Application Number:	09377077
Application Number:	09906208
Application Number:	09499857
Application Number:	10321861
Application Number:	09695512
Application Number:	09849717
Application Number:	08245895
Application Number:	60915967
Application Number:	11216498
Application Number:	11638625
Application Number:	11542268
Application Number:	07265498

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
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Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

041690-0003

NAME OF SUBMITTER:

Rhonda DeLeon

Total Attachments: 7

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INTELLECTUAL PROPERTY RIGHTS SECURITY AGREEMENT (MEZZANINE)

dated as of

October 26, 2007

Among

H.C. STARCK INC.

and

DRESDNER BANK AG, NIEDERLASSUNG LUXEMBURG,
as Security Agent

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 26, 2007 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Dresdner Bank AG, Niederlassung Luxemburg, as security agent (in such capacity, the “Security Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS reference is made to (i) the Senior Term and Revolving Facilities Agreement, dated as of November 23, 2006 (as amended by amendment agreements, dated as of January 29, 2007 and April 23, 2007, the “Senior Facilities Agreement”), among HCST US Holding, the several banks and other financial institutions or entities from time to time (the “Senior Lenders”), OPUS INVESTMENTS S.A.R.L. (the “Parent”), the subsidiaries of the Parent party thereto, DRESDNER KLEINWORT and MIZUHO CORPORATE BANK LTD, as mandated senior lead arrangers (the “Senior Arrangers”), and the Security Agent and (ii) the Mezzanine Facility Agreement, dated as of November 23, 2006 (as amended by amendment agreement, dated as of January 29, 2007 and April 23, 2007, the “Mezzanine Facility Agreement” and, together with the Senior Facilities Agreement, the “Facilities Agreements”), among HCST US Holding, the several banks and other financial institutions or entities from time to time (the “Mezzanine Lenders” and together with the Senior Lenders, the “Lenders”), the Parent, the subsidiaries of the Parent party thereto, DRESDNER KLEINWORT and MIZUHO CORPORATE BANK LTD, as mandated senior lead arrangers (in such capacity, the “Mezzanine Arrangers”, and together with the Senior Arrangers, the “Arrangers”), and the Security Agent);

WHEREAS as required by the Facilities Agreements, certain subsidiaries of HCST US Holding as grantors are parties to that certain Security Agreement, dated as of October 26, 2007 in favor of the Security Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Security Agent and have agreed pursuant to Section 3.05 thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the benefit of the Mezzanine Secured Parties a security interest in and to all right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Mezzanine Secured Obligations:

(a) (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings

and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule 1, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (collectively, the “Patents”);

(b) any and all proceeds of the foregoing; provided any General Intangible, Investment Property or other such rights of a Grantor arising under any contract, lease, instrument, license or other document if (but only to the extent that) the grant of a security interest therein would (x) constitute a violation of a valid and enforceable restriction in respect of such General Intangible, Investment Property or other such rights in favor of a third party or under any Law, regulation, permit, order or decree of any Governmental Authority, unless and until all required consents shall have been obtained (for the avoidance of doubt, the restrictions described herein are not negative pledges or similar undertakings in favor of a lender or other financial counterparty) or (y) expressly give any other party in respect of any such contract, lease, instrument, license or other document, the right to terminate its obligations thereunder; provided, however, that the limitation set forth in clause above shall not affect, limit, restrict or impair the grant by a Grantor of a security interest pursuant to this Agreement in any such Collateral to the extent that an otherwise applicable prohibition or restriction on such grant is rendered ineffective by any applicable law, including the UCC.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Facilities Agreements. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Facilities Agreements, the provisions of the Security Agreement or the Facilities Agreements shall govern.

EXECUTION COPY

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

H.C. Starck Inc.

By: O. Schmidt-Park
Name: Olaf Schmidt-Park
Title: President

Schedule 1

PATENTS

Our Ref.	Country	Application No.	Application date	Patent No.	Issued date	Status comments
MO 7228	United States of America	09/251567	17.02.1999	6197082	06.03.2001	Grant 06. March 2001
MO 7287	United States of America	11/038890	19.01.2005			Publication of application 16. February 2006 US 2006/0032735
MO 7291	United States of America	08/439525	12.05.1995	5743120	28.04.1998	Grant 28. April 1998
MO 7291	United States of America	08/622848	27.03.1996	5676005	14.10.1997	Grant 14. October 1997
MO 7303/1	United States of America	10/872998	21.06.2004			Publication of application 22. December 2005 US 2005/0279187
MO 7306	United States of America	10/501837	22.01.2003			Publication of application 30. June 2005 US 2005/0142021
MO 7307	United States of America	10/285748	01.11.2002	6731495	04.05.2004	Grant 04. May 2004
MO 7307	United States of America	10/801324	16.03.2004	6912113	28.06.2005	Grant 28. June 2005
MO 7308	United States of America	10/498174	24.01.2002	7056470	06.06.2006	Grant 06. June 2006
MO 7308	United States of America	11/388107	23.03.2006			Publication of application 27. July 2006 US 2006/0162822
MO 7309	United States of America	10/079286	20.02.2002			Publication of application 22. August 2002 US 2002/0112789
MO 7654	United States of America	10/542945	14.01.2004			Publication of application 19. October 2006 US 2006/0234055
MO 7671	United States of America	10/553841	15.04.2004			Publication of application 13. July 2006 US 2006/0151072
MO 7672	United States of America	11/629,540	21.06.2005			Publication of application 09. August 2007 US 2007/0180952
MO 7673	United States of America	10/543579	30.01.2004			Publication of application 01. June 2006 US 2006/0115372
MO 7686	United States of America	10/953163	29.09.2004			Publication of application 30. March 2006 US 2006/0065073
MO 7686	United States of America	11/576320	19.09.2005			Filing 19. September 2005

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Our Ref.	Country	Application No.	Application date	Patent No.	Issued date	Status comments
MO 8113	United States of America	11/334140	29.06.2004			Publication of application 27. July 2006 US 2006/0165572
MO 8258	United States of America	10/931203	31.08.2004			Publication of application 02. March 2006 US 2006/0042728
MO 8258	United States of America	11/574469	29.08.2005			Filing 29. August 2005
MO 8366	United States of America	10/974519	27.10.2004			Publication of application 27. April 2006 US 2006/0086438
MO 8384	United States of America	10/978940	01.11.2004			Publication of application 04. May 2006 US 2006/0091552
MO 8384	United States of America	11/742607	27.10.2005			Filing 27. October 2005
MO 8494	United States of America	11/085876	22.03.2005			Publication of application 28. September 2006 US 2006/0213327
MO 8494	United States of America	PCT/US2006/009174	15.03.2006			Filing 15. March 2006
MO 8498	United States of America	PCT/US2005/009763	24.03.2005			Filing 24. March 2005
MO 8634	United States of America	11/255018	20.10.2005			Publication of application 26. April 2007 US 2007/0089984
MO 8643	United States of America	11/238366	29.09.2005			Publication of application 29. March 2007 US 2007/0071985
MO 7704	United States of America	10/593620	23.03.2005			Publication of application 26. July 2007 US 2007/0169529
MO-7223	United States of America	08/472596	07.06.1995	6079186	27.06.2000	Grant 27. June 2000
NRC 4	United States of America	08/269580	01.07.1994	5470525	28.11.1995	Grant 18. November 1995
NRC 5	United States of America	09/445331	05.05.1999	6558447	06.05.2003	Grant 06. May 2003
NRC 5	United States of America	09/073488	06.05.1998	6171363	09.01.2001	Grant 09. January 2001
NRC 6	United States of America	09/377077	19.08.1999	6261337	17.07.2001	Grant 17. July 2001
NRC 6	United States of America	09/906208	16.07.2001	6521173	18.02.2003	Grant 18. February 2003

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Our Ref.	Country	Application No.	Application date	Patent No.	Issued date	Status comments
NRC 8	United States of America	09/499857	07.02.2000	6515846	02.04.2003	Grant 02. April 2003
NRC 8	United States of America	10/321861	17.12.2002	6927967	08.09.2005	Grant 08. September 2005
NRC 9	United States of America	09/695512	24.10.2000	6554884	29.04.2003	Grant 29. April 2003
NRC 9	United States of America	09/849717	04.05.2001	6849104	02.01.2005	Grant 02. January 2005
NRC 3	United States of America	08/245895	19.05.1994	5442978	22.08.1995	Grant 22. August 1995
STA-0422	United States of America	60/915967	04.05.2007			Filing 04 May 2007
STA066018	United States of America	11/216498	31.08.2005			Publication of application 01. March 2007 US 2007/0044873
STA067052	United States of America	11/638625	13.12.2006			Filing 13. December 2006
STA077001	United States of America	11/542268	03.10.2006			Filing 03. October 2006
NRC 1	United States of America	07/265498	01.11.1988	4957541	18.09.1990	Grant 18. September 1990