

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
GRAFTECH INTERNATIONAL HOLDINGS INC.	04/28/2010

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent
Street Address:	P.O. BOX 2558
City:	houston
State/Country:	TEXAS
Postal Code:	77252-2558

PROPERTY NUMBERS Total: 222

Property Type	Number
Patent Number:	5336015
Patent Number:	5373051
Patent Number:	5376450
Patent Number:	5413738
Patent Number:	5415755
Patent Number:	5443894
Patent Number:	5451064
Patent Number:	5476679
Patent Number:	5478442
Patent Number:	5550176
Patent Number:	5607770
Patent Number:	5631919
Patent Number:	5639576
Patent Number:	5677082
Patent Number:	5751759

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Patent Number:	5756062
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Patent Number:	5846459
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Application Number:	09821990
Application Number:	10022782
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Application Number:	12631040
Application Number:	12633196
Application Number:	12669300
Application Number:	12678269
Application Number:	12723651
Application Number:	61186678
Application Number:	61308469

CORRESPONDENCE DATA

Fax Number: (866)826-5420

PATENT
REEL: 024678 FRAME: 0836

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

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Correspondent Name: IP Research Plus, Inc.
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Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

35899

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 33

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of April 28, 2010, made by GRAFTECH INTERNATIONAL LTD., a Delaware corporation ("GrafTech"), GRAFTECH GLOBAL ENTERPRISES INC., a Delaware corporation ("Global"), GRAFTECH FINANCE INC., a Delaware corporation ("Finance") and, together with GrafTech Switzerland S.A., the "Borrowers", and the other subsidiaries of GrafTech from time to time party hereto (together with GrafTech, Global and Finance, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A. as collateral agent for the Secured Parties (such term and each other capitalized term used but not defined herein having the meaning given it in the Amended and Restated Credit Agreement dated as of April 28, 2010, among GrafTech, Global, the Borrowers, the LC Subsidiaries from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and Issuing Bank (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement")).

The Lenders and the Issuing Banks, respectively, have agreed to make Loans and to issue Letters of Credit pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement.

Each Grantor that is a party to the existing Intellectual Property Security Agreement dated as of February 8, 2005, among GrafTech, Global, Finance, the grantors from time to time party thereto and JPMorgan Chase Bank, N.A., as collateral agent for the lenders, has agreed to reaffirm and confirm the security interests granted by it and its obligations thereunder and to amend and restate such existing Intellectual Property Security Agreement in the form hereof.

The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit under the Credit Agreement are conditioned upon, among other things, the execution and delivery by the Grantors of an intellectual property security agreement in the form hereof to secure the due and punctual payment of, with respect to each Grantor, its obligations as obligor or guarantor in respect of the Obligations (as defined below).

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each other Secured Party (and each of their successors and assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

“Agreement” shall mean this Intellectual Property Security Agreement.

“Collateral” shall mean, with respect to each Grantor, all of the following, whether now owned or hereafter acquired by such Grantor: (a) Patents, including all granted Patents, recordings and pending applications, including those listed on Schedule I attached hereto, (b) Trademarks, including all registered Trademarks, registrations, recordings, and pending applications, including those listed on Schedule II attached hereto, (c) Copyrights, including all registered Copyrights, registrations, recordings, supplemental registrations and pending applications, including those listed on Schedule III attached hereto, (d) Licenses, including those listed on Schedule IV attached hereto, (e) General Intangibles, and (f) all products and Proceeds (including insurance proceeds) of, and additions, improvements and accessions to, and books and records describing or used in connection with, any and all of the property described above.

“Copyrights” shall mean, with respect to each Grantor, all of the following now or hereafter owned by such Grantor: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

“Copyright License” shall mean, with respect to each Grantor, any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“General Intangibles” shall mean, with respect to each Grantor, all intangible, intellectual or other similar property of such Grantor of any kind or nature now owned or hereafter acquired by such Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases, and all embodiments or fixations thereof and related documentation, registrations, franchises, and all other intellectual or other similar property rights not otherwise described above.

“Indemnitees” shall mean the Collateral Agent, the Secured Parties and their respective officers, directors, trustees, affiliates and controlling persons.

“License” shall mean, with respect to each Grantor, any Patent License, Trademark License, Copyright License or other license or sublicense as to which such Grantor is a party (other than those license agreements which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

“Obligations” shall mean (a) the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by a Borrower or any Subsidiary under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of GrafTech, Global, the Borrowers and the Subsidiaries under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of GrafTech, Global, the Borrowers and the Subsidiaries under or pursuant to the Credit Agreement and the other Loan Documents, (c) unless otherwise agreed upon in writing by the applicable Lender party thereto, the due and punctual payment and performance of all obligations of GrafTech, Global, the Borrowers and the Subsidiaries, monetary or otherwise, under each Interest/Exchange Rate Protection Agreement and each Commodity Rate Protection Agreement entered into with any counterparty that (i) is or was a Lender (or an Affiliate thereof) at the time such Interest/Exchange Rate Protection Agreement or Commodity Rate Protection Agreement was entered into or (ii)(A) was a “Lender” as defined in the Existing Credit Agreement (or an Affiliate thereof) at the time such Interest/Exchange Rate Protection Agreement or Commodity Rate Protection Agreement was entered into and (B) was one of the initial Lenders under the Credit Agreement (or an Affiliate thereof), (d) all obligations of GrafTech, Global, Finance and the Subsidiaries under the Guarantee Agreements and (e) unless otherwise agreed upon in writing by the applicable Lender party thereto, the due and punctual payment and performance of the obligations of GrafTech, Global, the Borrowers and the Subsidiaries, monetary or otherwise, under each Cash Management Arrangement entered into with (i) any person that is or was a Lender (or an Affiliate thereof) at the time such Cash Management Arrangement was entered into or (ii) in the case of any Cash Management Arrangement in effect on the Effective Date, any person that was a Lender under the Credit Agreement on the Effective Date (or an Affiliate thereof).

“Patent License” shall mean, with respect to each Grantor, any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by such Grantor or

which such Grantor otherwise has the right to license, is in existence, or granting to such Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of such Grantor under any such agreement.

“Patents” shall mean, with respect to each Grantor, all the following now or hereafter owned by such Grantor: (a) all letters patent of the United States or any other country, including patents, design patents or utility models, all registrations and recordings thereof, and all applications for letters patent of the United States or 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, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein.

“Proceeds” shall mean, with respect to each Grantor, any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral owned by such Grantor, any value received as a consequence of the possession of any such Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any asset or property that constitutes such Collateral, any claim of such Grantor against third parties for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (a) past, present or future infringement of any Patent now or hereafter owned by such Grantor or licensed to such Grantor under a Patent License, (b) past, present or future infringement or dilution of any Trademark now or hereafter owned by such Grantor or licensed to such Grantor under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by such Grantor, (c) past, present or future breach of any License, (d) past, present or future infringement of any Copyright now or hereafter owned by such Grantor or licensed to such Grantor under a Copyright License, and (e) any and all other amounts from time to time paid or payable under or in connection with any of such Collateral.

“Trademark License” shall mean, with respect to each Grantor, any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by such Grantor or that such Grantor otherwise has the right to license, or granting to such Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Trademarks” shall mean, with respect to each Grantor, all of the following now or hereafter owned by such Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations, recordings and applications in the United States Patent

and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, and (b) all goodwill associated therewith or symbolized thereby, and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, of the Obligations, each Grantor hereby creates, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all such Grantors' right, title and interest in, to and under the Collateral (except for Liens expressly permitted by the Credit Agreement or hereby and any liens or licenses listed on Schedule V attached hereto) (the "Security Interest"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements, continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or similar office in any other country), or any other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by such Grantor, without the signature of such Grantor, naming such Grantor as debtor and the Collateral Agent as secured party.

Notwithstanding any other provision of this Agreement to the contrary, the Collateral shall not include any License which by its terms or the terms governing it prohibits assignment thereof or the grant of a security interest therein; provided that such term or terms are typical or customary in connection with the document or instrument to which they relate.

Each Grantor agrees at all times to keep accurate and complete, in all material respects, accounting records with respect to the Collateral and, on and after the occurrence and during the continuance of a Default, a record of all payments and Proceeds received in respect thereof.

SECTION 2.02. Further Assurances. Each Grantor agrees, at its own cost and expense, to promptly execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request for the better assuring, preserving and perfecting of the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest created hereby, the filing of any

financing statements or other documents (including filings with the United States Patent and Trademark Office and the United States Copyright Office or similar offices in any other country) in connection herewith, and the execution and delivery of any document required to supplement this Agreement with respect to any Patents, Trademarks and/or Copyrights applied for, acquired, registered (or for which registration applications are filed) or issued after the date hereof. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, upon the request of the Collateral Agent, such note or instrument shall (to the extent not previously pledged and delivered pursuant to the Pledge Agreements) be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral is canceled or overturned, opposed, misappropriated, injured, infringed, lost (other than due to expiration of any issued Patent) or, if applicable, diluted.

SECTION 2.03. Inspection and Verification. Without limiting the scope of Section 6.07 of the Credit Agreement, the Collateral Agent and such representatives as the Collateral Agent may reasonably designate shall have the right to inspect, at any reasonable times or times, any of the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss any Grantor's affairs with the officers of such Grantor and its independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, conditions, and status of or any other matter relating to such Collateral, including, in the case of Collateral in the possession of any third party (with, except after an Event of Default shall have occurred and during the continuance thereof, the consent of such Grantor, which consent shall not be unreasonably withheld), by contacting such person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any or all of the Secured Parties.

SECTION 2.04. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, liens, security interests or other encumbrances at any time levied or placed on any of the Collateral and not permitted under this Agreement or other Loan Documents, and may pay for the maintenance and preservation of any of the Collateral to the extent any Grantor fails to do so to the extent required by this Agreement or the other Loan Documents, and such Grantor agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 2.04 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any other Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 2.05. No Assumption of Liability. The Security Interest is granted as security only and shall not subject any Secured Party to, or in any way alter or

modify, any obligation or liability of any Grantor with respect to or arising out of any of the Collateral.

ARTICLE III

Representations and Warranties

Representations and Warranties. Each Grantor represents and warrants, as to itself and the Collateral in which the Security Interest is created by it hereunder, that:

SECTION 3.01. Validity of Patents, Trademarks and Copyrights. Each of the Patents, Trademarks and Copyrights is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, except as could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.02. Title and Authority. Each Grantor has rights in and good title to the Collateral shown on the schedules hereto as being owned by it and has full corporate power and authority to grant to the Collateral Agent (for the ratable benefit of the Secured Parties) the Security Interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained, except, in each case, as could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.03. Filings. (a) Fully executed financing statements containing a description of the Collateral shall promptly following the Closing Date be filed of record in every governmental, municipal or other office in every jurisdiction located within the United States and its respective territories and possessions or such other analogous documents in other countries, in each case on a basis consistent with practices under this Agreement prior to the date hereof, as are necessary to publish notice of and protect the validity of and to establish a valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of the Collateral in which a security interest may be perfected by filing a financing statement or analogous document in the United States and its political subdivisions, territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions or pursuant to applicable law in other countries, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or other documents of similar effect, except as contemplated by paragraph (b) below and except for filings with respect to after-acquired or after-developed Collateral, with respect to which all necessary actions will be promptly taken subsequent to the acquisition of such after-acquired or after-developed Collateral.

(b) Each Grantor shall ensure and warrants that fully executed security agreements in the form hereof and containing a description of the Collateral shall have

been received and recorded within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other country or any political subdivision thereof, to protect the validity and first priority of and to perfect a valid first priority security interest (except for Liens expressly permitted by the Credit Agreement or hereby and any liens or licenses listed on Schedule V attached hereto) in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of the Collateral in which a security interest may be perfected by filing in the United States and its political subdivisions, territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements and except for such actions as are necessary to perfect the Collateral Agent's first priority security interest with respect to any Collateral (or registration or application for registration thereof) acquired or developed after the date hereof.

SECTION 3.04. Validity of Security Interests. This Agreement is effective to create in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral, and, when financing statements in appropriate form are filed in the offices specified on Schedule VI hereto and this Agreement is filed in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will constitute a duly perfected Lien on, and security interest in, all right, title and interest of the Grantors in such Collateral and, to the extent contemplated therein and subject to § 9-315(c) of the UCC, the proceeds thereof, in each case prior and superior in right to any other person (it being understood that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office may be necessary to perfect a lien on registered trademarks, trademark applications and copyrights acquired or developed by the Grantors after the date hereof), other than with respect to the rights of persons pursuant to Liens expressly permitted by the Credit Agreement or hereby and any liens or licenses listed on Schedule V attached hereto).

SECTION 3.05. Information Regarding Names and Locations. Each Grantor has disclosed in writing to the Collateral Agent on Schedule IV attached hereto any material trade names used to identify it in its business or in the ownership of its properties during the past five years.

SECTION 3.06. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien of any nature whatsoever (except for Liens expressly permitted by the Credit Agreement or hereby and any liens or licenses listed on Schedule V attached hereto). Other than as contemplated hereby and by the other Loan Documents, and except as permitted therein, the Grantors have not in respect of the collateral filed (a) any financing statement or analogous document under the Uniform

Commercial Code, (b) any collateral assignment in which any Grantor assigns the Collateral or any security agreement or any similar instrument covering any Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office in any other country or political subdivision thereof or (c) any collateral assignment in which any Grantor assigns the Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office.

ARTICLE IV

Covenants

SECTION 4.01. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor (either itself or through licensees) will, for each Patent, not do any act, or omit to do any act, whereby any Patent that is material to the conduct of the Grantors' businesses, taken as a whole, may become invalidated or dedicated to the public.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of the Grantors' businesses, taken as a whole, to the extent consistent with past practices and good business judgment, (i) maintain such Trademark in full force free from any material claim of abandonment or invalidity for nonuse, (ii) maintain the quality of products and services offered under such Trademark to the extent that the failure to do so would result in a Material Adverse Effect, (iii) display such Trademark with notice of federal or foreign registration to the extent necessary and sufficient to establish and preserve such Grantor's material rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any material third-party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, to the extent consistent with past practices and good business judgment, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve such Grantor's material rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of the Grantors' businesses, taken as a whole, may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or

Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence (and, in the case of applications for Trademarks with the United States Patent and Trademark Office, perfect) the Collateral Agent's security interest in such Patent, Trademark or Copyright of such Grantor and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the Obligations are paid in full.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application (and to obtain the relevant grant or registration) relating to the Patents, Trademarks and/or Copyrights which are material to the Grantors' businesses, taken as a whole, to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of the Grantors' businesses, taken as a whole, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of the Grantors' businesses, taken as a whole, is believed by the Grantor that has created the Security Interest in such Collateral pursuant hereto to have been infringed, misappropriated or diluted by a third party in any material respect, such Grantor shall notify the Collateral Agent promptly after it learns thereof and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

SECTION 4.02. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all reasonable actions necessary to defend title to the Collateral against all persons, to properly maintain, protect and preserve the Collateral and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not permitted under the Credit Agreement or this Agreement, in each case except as otherwise permitted by the Credit Agreement or this Agreement.

SECTION 4.03. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be

observed and performed by it under each License, contract, agreement, interest or obligation relating to the Collateral, all in accordance with the terms and conditions thereof, to the extent consistent with good business practice. Without limiting the foregoing, the Collateral Agent shall have no obligation or liability under any License by reason of or arising out of this Agreement or the granting or the assignment to the Collateral Agent of the Security Interest or the receipt by the Collateral Agent of any payment related to any License pursuant hereto, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

SECTION 4.04. Use and Disposition of Collateral. A Grantor shall not (i) make or permit to be made an assignment, pledge or hypothecation of the Collateral, and shall grant no other security interest in the Collateral (except for Liens expressly permitted by the Credit Agreement or hereby and any liens or licenses listed on Schedule V attached hereto) or (ii) make or permit to be made any transfer of the Collateral, and shall remain at all times in possession thereof, other than transfers to the Collateral Agent pursuant to the provisions hereof; notwithstanding the foregoing, a Grantor may use and dispose of the Collateral in any lawful manner permitted by the provisions of this Agreement, the Credit Agreement or any other Loan Document, unless the Collateral Agent shall, after an Event of Default shall have occurred and during the continuance thereof, notify Finance not to sell, convey, lease, assign, transfer or otherwise dispose of any Collateral except with respect to any transfer between Finance or a Wholly Owned Subsidiary that is a Grantor and Finance or a Wholly Owned Subsidiary that is a Grantor.

SECTION 4.05. Locations of Collateral; Place of Business. (a) Each Grantor agrees, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form reasonably satisfactory to the Collateral Agent, showing the identity, amount and location (to the extent practicable) of any and all Collateral.

(b) Each Grantor agrees not to change, or permit to be changed, its jurisdiction of organization or its name or the names used to identify it in its business or in the ownership of its properties unless all filings under the Uniform Commercial Code or under other applicable laws that are required to be made with respect to the Collateral have been made and the Collateral Agent, for the ratable benefit of the Secured Parties, has a valid, legal and perfected first priority security interest in the Collateral, (except for Liens expressly permitted by the Credit Agreement or hereby and any liens or licenses listed on Schedule V attached hereto) or hereby and any liens or licenses listed on Schedule V attached hereto, and prior notice thereof has been given to the Collateral Agent along with copies of all such filings.

SECTION 4.06. Future Rights. (a) If, before the time that all Obligations shall have been paid in full, no Letters of Credit are outstanding and the Secured Parties no longer have Commitments under the Credit Agreement, any Grantor shall obtain rights to any material asset or item that may be considered Collateral, the provisions of Section 2.01 shall automatically apply thereto and each Grantor shall give to the Collateral Agent prompt notice thereof in writing.

(b) With respect to any such material asset or item that may be considered Collateral as set forth in paragraph (a) above, each Grantor shall follow the procedures set forth in Section 3.03, as applicable, to ensure that the Collateral Agent's valid first priority security interest therein is perfected (except for Liens expressly permitted by the Credit Agreement or hereby and any liens or licenses listed on Schedule V attached hereto).

SECTION 4.07. Assignment of Licenses. Upon and during the continuance of an Event of Default and at the reasonable request of the Collateral Agent, each Grantor shall use its reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of the Grantors' rights, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.08. Collateral Agent's Liabilities and Expenses; Indemnification. (a) Notwithstanding anything to the contrary provided herein, the Collateral Agent assumes no liabilities with respect to any claims regarding each Grantor's ownership (or purported ownership) of, or rights or obligations (or purported rights or obligations) arising from, the Collateral or any use (or actual or alleged misuse), license or sublicense thereof by any Grantor or any licensee of such Grantor, whether arising out of any past, current or future event, circumstance, act or omission or otherwise, or any claim, suit, loss, damage, expense or liability of any kind or nature arising out of or in connection with the Collateral or the production, marketing, delivery, sale or provision of goods or services under or in connection with any of the Collateral. As between the Secured Parties and the Grantors, all of such liabilities shall be borne exclusively by the Grantors.

(b) Each Grantor hereby agrees to pay all expenses of the Collateral Agent and to indemnify the Collateral Agent with respect to any and all losses, claims, damages, liabilities and related expenses in respect of this Agreement or the Collateral, in each case to the extent the Borrowers are required to do so pursuant to Section 10.03 of the Credit Agreement.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. Without prejudice to the survival of any other agreements contained herein, all indemnification and reimbursement obligations contained herein shall survive the payment in full of the principal and interest under the Credit Agreement, the expiration of the Letters of Credit and the termination of the Commitments or this Agreement.

ARTICLE V

Remedies

SECTION 5.01. Power of Attorney. Upon the occurrence and during the continuance of any Event of Default, subject to prior written notice to Finance, the Collateral Agent shall have the right, as the true and lawful attorney-in-fact of the Grantors, with power of substitution for the Grantors and in the Grantors' names, the Collateral Agent's name or otherwise, for the use and benefit of the Secured Parties: (a) upon prior notice from the Collateral Agent, to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice relating to any of the Collateral; (d) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (e) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to or pertaining to all or any of the Collateral; (f) to license or, to the extent permitted by any applicable law, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Collateral throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall determine (other than in violation of any then existing licensing arrangements to the extent that waivers or other adequate provision cannot be secured therefor); and (g) generally to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that except as provided for by law or the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions, nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken by the Collateral Agent or omitted to be taken with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent. It is understood and agreed that the appointment of the Collateral Agent as the attorney-in-fact of the Grantors for the purposes set forth above in this Section 5.01 is coupled with an interest and is irrevocable. The provisions of this Section 5.01 shall in no event relieve the Grantors of any of their obligations hereunder or under the Credit Agreement or any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or the Secured Parties to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right that it may have on the date of this Agreement or hereafter, whether hereunder or by law or by the Security Agreement, or otherwise.

SECTION 5.02. Other Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor expressly agrees that, subject to prior written notice to Finance, the Collateral Agent on demand shall have the right to take any or all of the following actions at the same or different times: with or without legal process and with or without previous notice or demand for performance, to take possession of all tangible manifestations or embodiments of the Collateral and documentation relating thereto and all business records, documents, files, prints and labels with respect to the Collateral, and without liability for trespass to enter any premises where such tangible manifestations or embodiments, business records, documents, files, prints and labels with respect to the Collateral may be located for the purpose of taking possession of or removing such tangible manifestations or embodiments, business records, documents, files, prints and labels with respect to the Collateral, and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other law applicable to any part of the Collateral. Subject to and without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors at least 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on an exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall

not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice to the Grantors. At any public sale made pursuant to this Section 5.02, the Collateral Agent or any Secured Party may bid for or purchase, free from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Collateral Agent or any Secured Party from any Grantor as a credit against the purchase price, and the Collateral Agent or any Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to such Grantor therefor. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 5.03. Application of Proceeds of Sale. The proceeds of any sale of Collateral, as well as any Collateral consisting of cash, shall be applied by the Collateral Agent as follows:

First, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all reasonable court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

Second, to the payment of all amounts of the Obligations owed to the Secured Parties in respect of Loans made by them and outstanding and amounts owing in respect of any LC Disbursement or Letter of Credit or under any Cash Management Arrangement, Commodity Rate Protection Agreement or Interest/Exchange Rate Protection Agreement, pro rata as among the Secured Parties in accordance with the amount of such Obligations owed them;

Third, to the payment and discharge in full of the Obligations (other than those referred to above), pro rata as among the Secured Parties in accordance with the amount of such Obligations owed to them; and

Fourth, after payment in full of all Obligations, to the applicable Grantor, or its successor or assign thereof, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, any Collateral then remaining.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.04. Grant of License to Use Patent, Trademark and Copyright Collateral. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article V at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any of the Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent for any purpose appropriate in connection with the exercise of remedies hereunder, only upon the occurrence and during the continuance of an Event of Default; provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon such Grantor notwithstanding any subsequent cure of an Event of Default. The Collateral Agent agrees to apply the net proceeds received from any license as provided in Section 5.03.

ARTICLE VI

Miscellaneous

SECTION 6.01. Notices. Notices and other communications provided for herein shall be given (i) in the case of communications and notices to GrafTech, Global, Finance or any Secured Party, as provided in the Credit Agreement and (ii) in the case of communications and notices to any other Grantor, as provided in the Guarantee Agreement.

SECTION 6.02. Successors and Assigns. (a) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party, and the terms “Lender”, “Issuing Bank” and “Secured Party” shall include each permitted successor and assignee of any Lender, Issuing Bank or Secured Party permitted under Section 10.04 of the Credit Agreement and all covenants, promises and agreements by or on behalf of the Grantors or the Collateral Agent or that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and permitted assigns referred to above.

(b) No Grantor shall assign or delegate any of its rights and duties hereunder.

SECTION 6.03. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT FEDERAL LAW OR LAWS OF ANOTHER STATE OR FOREIGN JURISDICTION MAY APPLY TO PATENTS, TRADEMARKS, COPYRIGHTS, OTHER COLLATERAL OR REMEDIES.

SECTION 6.04. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other right or power. The rights and remedies of the Collateral Agent hereunder and of other Secured Parties under the Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into between any Grantor and the Collateral Agent, with the prior written consent of the Required Lenders or without such consent if so provided in the Credit Agreement; provided, however, that except as provided herein or in the other Loan Documents, no such agreement shall amend, modify, waive or otherwise affect the rights or duties of the Collateral Agent hereunder without the prior written consent of the Collateral Agent.

SECTION 6.05. Security Interest Absolute. All rights of the Collateral Agent hereunder, the security interests granted hereunder and all obligations of the Grantors hereunder shall be absolute and unconditional.

SECTION 6.06. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, the execution and delivery to the Lenders of the Loan Documents and the issuance by the Issuing Bank of the Letters of Credit, regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect so long as the principal of or any accrued interest on any Loan or L/C Disbursement or any fee or any other amount payable under or in respect of this Agreement or any other Loan Document is outstanding and unpaid and so long as the Commitments have not been terminated.

SECTION 6.07. Binding Effect. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent.

SECTION 6.08. Termination; Release. (a) This Agreement and the security interests granted hereby shall terminate when all the Obligations have been indefeasibly paid in full, the Commitments have been terminated and no Letters of Credit are outstanding.

(b) Notwithstanding anything herein to the contrary, if all the obligations in respect of any Cash Management Arrangement, Commodity Rate Protection Agreement or Interest/Exchange Rate Protection Agreement, if any, have been secured on a ratable basis with the obligations under a refinancing or replacement of the Credit Agreement, then this Agreement and the security interest created hereunder shall terminate when all the obligations under the Credit Agreement have been fully and indefeasibly paid and when the Secured Parties have no further Commitments under the Credit Agreement and no Letters of Credit are outstanding.

(c) Each Grantor (other than GrafTech, Global, Finance and GrafTech International Holdings Inc.) shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released in the event that a portion of the Capital Stock of such Grantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of GrafTech in a transaction permitted pursuant to Section 7.05 of the Credit Agreement that will result in such Grantor ceasing to be a Subsidiary after giving effect to such disposition. Any Collateral granted hereunder shall be released (automatically and without further action on the part of the Collateral Agent) upon the sale, transfer or other disposition of such Collateral to a transferee who is not a "Grantor" hereunder, to the extent that such sale, transfer or other disposition is permitted under the Credit Agreement.

(d) In connection with any termination or release pursuant to paragraphs (a), (b) or (c) above, the Collateral Agent shall execute and deliver to each Grantor, at such Grantor's expense, all Uniform Commercial Code termination statements, documents in order to terminate any United States Patent and Trademark Office filings and similar documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of termination statements or documents pursuant to this Section 6.08 shall be without recourse to or warranty by the Collateral Agent.

SECTION 6.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.09.

SECTION 6.10. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 6.11. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Loan Party or Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or any Secured Party or its properties in the courts of any jurisdiction.

(b) Each Grantor and each Secured Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process by mail at the address provided for notices in Section 6.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 6.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute but one instrument, and shall become effective as provided in Section 6.07.


SECTION 6.13. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 6.14. Additional Grantors. Pursuant to Section 6.11 of the Credit Agreement (and the requirement thereunder that all actions be taken in order to cause the Collateral and Guarantee Requirement to be satisfied at all times), certain Subsidiaries are required to enter into this Agreement as a Grantor upon the occurrence of certain events. Upon execution and delivery, after the date hereof, by the Collateral Agent and such Subsidiary of an instrument in the form of Annex I, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor hereunder. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


GRAFTECH INTERNATIONAL LTD.,

by 
Name: Mark R. Widmar
Title: Vice President and Chief
Financial Officer


GRAFTECH GLOBAL ENTERPRISES
INC.,

By 
Name: Mark R. Widmar
Title: Vice President and Chief
Financial Officer

GRAFTECH FINANCE INC.,

By 
Name: Mark R. Widmar
Title: Vice President and Chief
Financial Officer

EACH OF THE GRANTOR
SUBSIDIARIES LISTED ON
SCHEDULE VII HERETO,

by 
Name: John D. Moran
Title: Attorney-in-Fact

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

by _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRAFTECH INTERNATIONAL LTD.,

by

Name:
Title:

GRAFTECH GLOBAL ENTERPRISES
INC.,

by

Name:
Title:

GRAFTECH FINANCE INC.,

by

Name:
Title:

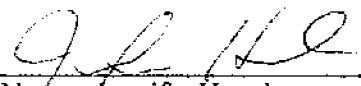
EACH OF THE GRANTOR
SUBSIDIARIES LISTED ON
SCHEDULE VII HERETO,

by

Name:
Title:

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

by



Name: Jennifer Heard
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE I
TO INTELLECTUAL PROPERTY
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PATENTS OWNED BY
GRAFTECH INTERNATIONAL HOLDINGS INC.

(GrafTech International Holdings Inc., formerly known as UCAR Carbon Company Inc., of which Advanced Energy Technology Inc., formerly known as GRAFTECH Inc., was merged into UCAR Carbon Company Inc. simultaneously with the name change to GrafTech International Holdings Inc. that became effective September 30, 2007.)

U.S. Patent Grants
(Numerical order by Patent No.)

Issue Date	Patent #
9-Aug-94	5336015
13-Dec-94	5373051
27-Dec-94	5376450
9-May-95	5413738
16-May-95	5415755
22-Aug-95	5443894
19-Sep-95	5451064
19-Dec-95	5476679
26-Dec-95	5478442
27-Aug-96	5550176
4-Mar-97	5607770
20-May-97	5631919
17-Jun-97	5639576
14-Oct-97	5677082
12-May-98	5751759
26-May-98	5756062
3-Nov-98	5830809
1-Dec-98	5843298
8-Dec-98	5846459
23-Mar-99	5885728
11-May-99	5902762
2-Nov-99	5976727
9-Nov-99	5981072
16-Nov-99	5985452
23-Nov-99	5990027

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Issue Date:	Patent #:
25-Jan-00	6017633
11-Jul-00	6087034
7-Nov-00	6143218
21-Nov-00	6149972
10-Apr-01	6214158
8-May-01	6228914
12-Jun-01	6245400
3-Jul-01	6254993
28-Aug-01	6280663
30-Apr-02	6378836
14-May-02	6387462
28-May-02	6395199
28-May-02	6395220
18-Jun-02	6406612
25-Jun-02	6410128
2-Jul-02	6413601
2-Jul-02	6413663
2-Jul-02	6413671
9-Jul-02	6416815
13-Aug-02	6432336
13-Aug-02	6433067
27-Aug-02	6440563
22-Oct-02	6468686
12-Nov-02	6479182
19-Nov-02	6482520
31-Dec-02	6500022
7-Jan-03	6503626
7-Jan-03	6503652
14-Jan-03	6506484
11-Feb-03	6517964
18-Feb-03	6521369
4-Mar-03	6528199

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Issue Date:	Patent #:
25-Mar-03	6538892
15-Apr-03	6548156
15-Apr-03	6549557
29-Apr-03	6555271
24-Jun-03	6582846
15-Jul-03	6592982
12-Aug-03	6604457
12-Aug-03	6605379
2-Sep-03	6613252
16-Sep-03	6620506
16-Dec-03	6663807
30-Dec-03	6669919
6-Jan-04	6673284
6-Jan-04	6673289
2-Mar-04	6699427
9-Mar-04	6702970
16-Mar-04	6706400
6-Apr-04	6716381
20-Apr-04	6724803
8-Jun-04	6746768
15-Jun-04	6749010
29-Jun-04	6757154
6-Jul-04	6758263
3-Aug-04	6770161
3-Aug-04	6771502
17-Aug-04	6777086
5-Oct-04	6800364
12-Oct-04	6803108
12-Oct-04	6804582
14-Dec-04	6830595
11-Jan-05	6841248
11-Jan-05	6841250

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Issue Date:	Patent #:
11-Jan-05	6841387
22-Feb-05	6858282
29-Mar-05	6871560
12-Apr-05	6878331
3-May-05	6886249
24-May-05	6898232
7-Jun-05	6902841
12-Jul-05	6916435
2-Aug-05	6923631
9-Aug-05	6927250
3-Jan-06	6982874
21-Mar-06	7016394
22-Aug-06	7094311
5-Sep-06	7103083
12-Sep-06	7105108
19-Sep-06	7108055
19-Sep-06	7108917
21-Nov-06	7138029
19-Dec-06	7150837
19-Dec-06	7150914
9-Jan-07	7160619
9-Jan-07	7161809
23-Jan-07	7166912
27-Feb-07	7182898
6-Mar-07	7186309
17-Apr-07	7206189
17-Apr-07	7206330
24-Apr-07	7207424
12-Jun-07	7230969
19-Jun-07	7232601
19-Jun-07	7232606
10-Jul-07	7241409

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Issue Date:	Patent #:
4-Sep-07	7264878
2-Oct-07	7276273
6-Nov-07	7292441
27-Nov-07	7301982
4-Dec-07	7303005
4-Dec-07	7303820
11-Dec-07	7306847
25-Dec-07	7313160
29-Jan-08	7324576
29-Jan-08	7324577
11-Mar-08	7341781
1-Apr-08	7352792
29-Apr-08	7365988
27-May-08	7378178
10-Jun-08	7385819
10-Jun-08	7386369
1-Jul-08	7393442
1-Jul-08	7393587
19-Aug-08	7413793
2-Sep-08	7420810
16-Dec-08	7466739
30-Dec-08	7470468
24-Feb-09	7494712
17-Mar-09	7505275
5-May-09	7527855
9-Jun-09	7544316
21-Jul-09	7563841
11-Aug-09	7573717
22-Sep-09	7592695
9-Feb-10	7658902
9-Feb-10	7658903
9-Feb-10	7658999

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Issue Date:	Patent #:
9-Feb-10	7660337
23-Feb-10	7666270

U.S. Patent Applications

Filing Date:	Application #:
30-Mar-01	9821990
13-Dec-01	10022782
23-Dec-02	10328302
26-May-04	10496715
19-May-04	10849636
6-Oct-04	10959416
30-Nov-04	10999374
16-Feb-05	11058912
27-Jun-05	11167935
22-Jul-05	11187721
6-Sep-05	11220349
9-Sep-05	11223804
9-Sep-05	11225491
4-Nov-05	11267933
14-Nov-05	11273629
16-Nov-05	11280946
14-Dec-05	11302965
14-Dec-05	11302982
29-Dec-05	11321693
29-Dec-05	11321739
29-Dec-05	11321757
29-Dec-05	11322080
6-Jan-06	11327832
17-Apr-06	11405361
19-Apr-06	11406841
29-Jun-06	11427786

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Filing Date:	Application #:
14-Jun-06	11452829
20-Jul-06	11489772
5-Oct-06	11543714
16-Nov-06	11560447
30-Nov-06	11565169
6-Oct-06	11568472
31-Oct-06	11590061
20-Dec-06	11613233
21-Feb-07	11677328
15-Apr-07	11735487
1-May-07	11742807
1-May-07	11742812
14-May-07	11747958
12-Jun-07	11762045
3-Jul-07	11773094
3-Jul-07	11773099
15-May-07	11803666
15-May-07	11803667
26-Jul-07	11828709
26-Sep-07	11861355
22-Oct-07	11876499
16-Jan-08	12014835
3-Apr-08	12062005
3-Jun-08	12132215
3-Jun-08	12132222
3-Jun-08	12132228
22-May-08	12154430
10-Jul-08	12170772
2-Oct-08	12244246
16-Oct-08	12253073
4-Nov-08	12264358
4-Feb-09	12365369

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Filing Date:	Application #:
12-Jun-09	12483796
21-Aug-09	12545140
4-Dec-09	12631040
8-Dec-09	12633196
15-Jan-10	12669300
15-Mar-10	12678269
14-Mar-10	12723651
12-Jun-09	61186678
26-Feb-10	61308469

Non-U.S. Patent Grants
(Alphabetical order by country/then numerical by Patent No.)

Country	Issue Date:	Patent #:
Australia	17-Dec-98	700061
Australia	6-Mar-03	754628
Australia	19-Jun-03	762158
Australia	29-Jul-04	775445
Australia	9-Mar-06	200243369
Australia	20-Apr-06	2001241596
Belgium	13-Feb-02	746178
Belgium	19-Nov-08	1707032
Belgium	17-Dec-08	EP1754993
Belgium	27-Aug-09	EP1813134
Brazil	27-Mar-07	PI 9809985-0
Brazil	3-Oct-00	PI9602535-2
Brazil	27-May-03	PI9605639-8
Canada	13-Jun-95	2035092
Canada	9-May-00	2059062
Canada	28-May-02	2172878
Canada	14-Sep-99	2177750

SCHEDULE II
TO INTELLECTUAL PROPERTY
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**TRADEMARK/TRADE NAMES OWNED BY
GRAFTECH INTERNATIONAL HOLDINGS INC.**

(GrafTech International Holdings Inc., formerly known as UCAR Carbon Company Inc., of which Advanced Energy Technology Inc., formerly known as GRAFTECH Inc., was merged into UCAR Carbon Company Inc. simultaneously with the name change to GrafTech International Holdings Inc. that became effective September 30, 2007.)

[Numerical order by trademark registration/application no.]

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Socket Marking for Electrodes Design	12/11/1945	0418218
Grafoil	10/15/1963	0758239
Grafoil	06/04/1968	0850235
Ribbon-Pack	05/30/1989	1541522
GTS	12/05/1989	1569027
Graphi-Tool	07/28/1992	1702837
Smart Ram	10/27/1992	1727628
Grafkote	12/21/1993	1812925
Duracast	09/24/1996	2003368
Grafguard	11/04/1997	2111370
Expandograp	09/15/1998	2189843
Super GTO	04/10/2001	2442955
Grafcell	10/23/2001	2500915
Grafoil	12/04/2001	2513710
Grafboard	07/23/2002	2598623
EGraf	06/10/2003	2723153
Grafoil	12/09/2003	2791640
Grafpower	12/07/2004	2909164
Grafelt	09/27/2005	3002199
Connex	07/25/2006	3121499

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<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Pem-Lite	10/17/2006	3155836
Grafoam	12/19/2006	3185274
Auto-Lok	01/02/2007	3190593
Apollo	08/19/2008	3486847
GrafTech	11/18/2008	3534095
Grafihx	08/25/2009	3673376

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
None		

State Trademark Registrations

[Alphabetical order by State/numerical order by trademark no.]

<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

State Trademark Applications

[List in alphabetical order by State/numerical order by trademark no.]

<u>State</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
None			

Non-U.S. Trademark Registrations

[Alphabetical order by country/numerical order by trademark no.]

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Argentina	Grafoil	05/31/1990	1802837
Brazil	Grafoil	11/14/1995	750133090
Canada	Grafoil	09/04/1964	137196
China	Grafoil	09/29/1992	162830
Columbia	Grafoil	02/28/1994	152993
Columbia	Grafoil	01/29/1998	206335
European Community	Grafoil	01/28/1998	37291