

02/13/2012



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



02/13/12

1. Name of conveying party(ies)

Hexcel Corporation

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Administrative Agent

Internal Address: NC1-002-15-36

Street Address: 101 S. Tryon Street

City: Charlotte

State: North Carolina

Country: United States Zip: 28255

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 5, 2011

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No. (s)

See SCHEDULE A to IP Supplement No. 5 attached hereto

See SCHEDULE A to IP Supplement No. 5 attached hereto

Additional numbers attached? Yes No

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

Name: McGuireWoods LLP

Internal Address: Attn: Terry L. Witcher, Paralegal

Street Address: 201 N. Tryon Street, Suite 3000

City: Charlotte

State: North Carolina Zip: 28202

Phone Number: 704-343-2104

Fax Number: 704-444-8857

Email Address: twitcher@mcquirewoods.com

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$200.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

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January 20, 2012

200.00

9. Signature:

a. carter arey
Signature

A. Carter Arey, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Schedule A
to
IP Supplement No. 5
Dated as of September 30, 2011

Patent Applications

| Title | Country | Application No./ Date Filed | Grant No. / Date Issued |
|--|----------------|--|------------------------------------|
| Bias acoustic-cap septum for Acousti-Cap® products | U.S. | 13/227,755 9/8/2011 | |
| Machinable composite material | U.S. | 13/222,261 8/31/2011 | |
| Machinable composite material | PCT | PCT/US2011/045130 7/23/2011 | |
| Solvent resistant thermoplastic toughened epoxy | PCT | PCT/US2011/052289 9/20/2011 | |

Issued Patents

| Title | Country | Application No./ Date Filed | Grant No. / Date Issued |
|--|----------------|--|------------------------------------|
| Aircraft floor panels using edge-coated honeycomb | U.S. | 11/471,078 6/20/2006 | 7,988,809 8/2/2011 |
| Method for Molding Composite Structures | U.S. | 12/726,677 3/18/2010 | 7,972,548 7/5/2011 |
| Interlock Double Weave Fabric and methods of making and using the same | U.S. | 10/979,574 11/2/2004 | 7,972,983 7/5/2011 |

Trademark Application

| Title | Country | Application No./ Date Filed | Registration No. / Date Issued |
|----------------|----------------|--|---|
| None to report | | | |

Registered Trademark

| Title | Country | Application No./ Date Filed | Registration No. / Date Issued |
|----------------|----------------|--|---|
| None to Report | | | |

IP SUPPLEMENT

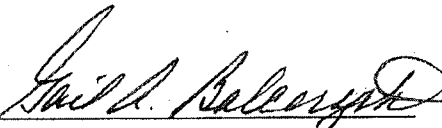
This **IP SUPPLEMENT NO 5**, dated as of October 5, 2011 is delivered by **HEXCEL CORPORATION**, a Delaware corporation (the "**Grantor**"), pursuant to and supplements (i) the Security Agreement, dated as of July 9, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Hexcel Corporation, Grantor, the other grantors named therein, and Bank of America, N.A., as Administrative Agent (the "**Administrative Agent**") for the Secured Parties, and (ii) the Grant of Trademark Security Interest and the Grant of Patent Security Interest dated as of July 9, 2010 (the "**Grant**") executed by Grantor. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, Grantor grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral and Patent Collateral set forth on Schedule A annexed hereto. All such Trademark Collateral and Patent Collateral shall be deemed to be part of the Trademark Collateral or Patent Collateral, as the case may be, and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and Patent Collateral 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 WITNESS WHEREOF, Grantor has caused this IP Supplement No. 5 to be duly executed and delivered by its officer thereunto duly authorized as of the date hereof.

HEXCEL CORPORATION

By: 
Title: Assistant Secretary