

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
H.C. Starck Inc.	06/20/2012
RECEIVING PARTY DATA	
Name:	Commerzbank AG, Filiale Luxemburg, as Security Agent for the benefit of the Mezzanine Secured Parties
Street Address:	25, rue Edward Steichen
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-2540
PROPERTY NUMBERS Total: 29	
Property Type	Number
Application Number:	11638625
Application Number:	10593809
Application Number:	08997907
Application Number:	09998101
Application Number:	09567677
Application Number:	09685185
Application Number:	09852207
Application Number:	10074073
Application Number:	11590179
Application Number:	12056798
Application Number:	12268713
Application Number:	12245840
Application Number:	09177181
Application Number:	09081321

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Application Number:	11653816
Application Number:	12109765
Application Number:	12090919
Application Number:	12221646
Application Number:	12256609
Application Number:	12221759
Application Number:	12206944
Application Number:	12444263
Application Number:	12498770
Application Number:	12827562
Application Number:	13124814
Application Number:	13184665
Application Number:	12827550
Application Number:	13026370
Application Number:	08240609

#### CORRESPONDENCE DATA

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Correspondent Name: Corporation Service Co.-J. Paterson

Address Line 1: 1090 Vermont Avenue, NW

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ATTORNEY DOCKET NUMBER:	264722-005- 015 TQ
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NAME OF SUBMITTER:	Tim Nuckolls
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#### Total Attachments: 7

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 20, 2012 (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 Commerzbank Aktiengesellschaft, Filiale Luxemburg, as security agent (in such capacity, the "Security Agent") for the Secured Parties. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

WHEREAS reference is made to (i) the Senior Term and Revolving Facilities Agreement, dated as of November 23, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"), among H.C. Starck GmbH (the "Company"), the several banks and other financial institutions or entities from time to time party thereto, OPUS INVESTMENT S.À R.L. (the "Parent"), the subsidiaries of the Parent party thereto, COMMERZBANK AKTIENGESELLSCHAFT and MIZUHO CORPORATE BANK, LTD., as mandated lead arrangers, and the Security Agent and (ii) the Mezzanine Facility Agreement, dated as of November 23, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Mezzanine Facility Agreement" and, together with the Senior Facilities Agreement, the "Facilities Agreements"), among the Company, the several banks and other financial institutions or entities from time to time party thereto, the Parent, the subsidiaries of the Parent party thereto, COMMERZBANK AKTIENGESELLSCHAFT and MIZUHO CORPORATE BANK, LTD., as mandated lead arrangers, and the Security Agent;

WHEREAS as required by the Facilities Agreements, certain subsidiaries of HCST US Holding, LLC as grantors are parties to that certain Security Agreement, dated as of October 26, 2007 in favor of the Security Agent (as amended, restated, supplemented 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 3.06 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.

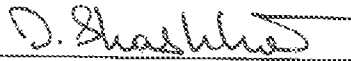
**Section 3. Execution in Counterparts.** This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**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.

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., as Grantor

By:   
Name: Dmitry Shashkov  
Title: President

Intellectual Property Security Agreement (Mezzanine)

## Schedule 1

## PATENTS

Our Ref.	Country	Application No.	Application date	Patent No.	Issued date	Status comments
STA067052	United States of America	11/638625	13.12.2006			Publication of application 19 June 2008 US 2008/0145688
MO 8498	United States of America	10/593809	28.06.2007			Publication of application 06 December 2007 US 2007/0280848
MO 7227	United States of America	08/997907	24.12.1997	5918104	29.06.1999	Grant 29 June 1999
MO 7226	United States of America	09/998101	24.12.1997	5940675	17.08.1999	Grant 17 August 1999
MO 7229	United States of America	09/567677	09.05.2000	6358625	19.03.2002	Grant 19 March 2002
MO 7305	United States of America	09/685185	11.10.2000	6593532	15.07.2003	Grant 15 July 2003
NRC 7	United States of America	09/852207	09.05.2001	6730279	04.05.2004	Grant 4 May 2004
MO 7304	United States of America	10/074073	21.05.2002	6802884	12.10.2004	Grant 12 October 2004
STA 446	United States of America	11/590179	31.10.2006	7452488	18.11.2008	Grant 18 November 2008
MO 7654	United States of America	12/056798	27.03.2008	7645494	12.01.2010	Grant 12 January 2010
STA 446-DIV	United States of America	12/268713	11.11.2008	7850876	14.12.2010	Grant 14 December 2010
STA 511	United States of America	12/245840	06.10.2008	8043655	25.10.2011	Grant 25 October 2011
MO 7231	United States of America	09/177181	22.10.1998	H002067	03.06.2003	Grant 03 June 2011
MO 7230	United States of America	09/081321	19.05.1998	H002087	04.11.2003	Grant 04 November 2003
MO 7289-01	United States of America	10/502281	19.07.2004			(abandoned)

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Our Ref.	Country	Application No.	Application date	Patent No.	Issued date	Status comments
STA 444	United States of America	11/542055	03.10.2006			(abandoned)
STA 445	United States of America	11/581033	13.10.2006			(abandoned)
STA 443	United States of America	11/601154	17.11.2006			(abandoned)
STA 067027	United States of America	11/653816	16.1.2007			Publication of application 17 July 2008 US 2008/0171215
STA 447	United States of America	12/109765	25.04.2008			Publication of application 30 October 2008 US 2008/0267809
MO 8634	United States of America	12/090919	11.07.2008			Publication of application 25 December 2008 US 2008/0314737
STA 467	United States of America	12/221646	05.08.2008			Publication of application 12 February 2009 US 2009/0038362
STA 452	United States of America	12/256609	23.10.2008			Publication of application 23 July 2009 US 2009/0186230
STA 468	United States of America	12/221759	06.08.2008			Publication of application 11 February 2010 US 2010/0031720
STA 512	United States of America	12/206944	09.09.2008			Publication of application 11 March 2010 US 2010/0061876
STA 444	United States of America	12/444263	05.10.2009			Publication of application 28 October 2010 US 2010/0272889
STA 514	United States of America	12/498770	07.07.2009			Publication of application 13 January 2011 US 2011/0008201
STA 532	United States of America	12/827562	30.06.2010			Publication of application 19 May 2011 US 2011/0117375

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Our Ref.	Country	Application No.	Application date	Patent No.	Issued date	Status comments
STA 066019	United States of America	13/124814	19.05.2011			Publication of application 15 September 2011 US 2011/0223054
STA 067052	United States of America	13/184665	18.07.2011	8113413	14.02.2012	Grant 14 February 2012
STA 531	United States of America	12/827550	30.06.2010			Publication of application 05 January 2012 US 2012/0003486
STA 066019	United States of America	61/109347				(Provisional application - lapsed)
STA067052	United States of America	13/026370	14.02.2011	8002169	23.08.2011	Grant 23 August 2011
STA 53 US01	United States of America	08/240609	10.05.1994	5435829	25.07.1995	Grant 25 July 1995

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