

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
IWG High Performance Conductors, Inc.	10/04/2012
RECEIVING PARTY DATA	
Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	Corporate Trust, 2 N. Lasalle Street
Internal Address:	Suite 1020
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6485735
CORRESPONDENCE DATA	
Fax Number:	2165790212
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-586-3939
Email:	aliou@JonesDay.com, pcynigier@jonesday.com
Correspondent Name:	Pamela Cyngier
Address Line 1:	901 Lakeside Avenue
Address Line 2:	JONES DAY
Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	953878-610002-LIOU
NAME OF SUBMITTER:	Pamela J. Cyniger
Total Attachments: 5 source=IWG3#page1.tif source=IWG3#page2.tif source=IWG3#page3.tif source=IWG3#page4.tif source=IWG3#page5.tif	

CH \$40.00 6485735

Second Lien Patent Security Agreement

Second Lien Patent Security Agreement, dated as of October 4, 2012, by IWG HIGH PERFORMANCE CONDUCTORS, INC., a New York corporation (the “Pledgor”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”) (this “Patent Security Agreement”).

W i t n e s s e t h:

WHEREAS, the Pledgor is party to a Collateral Agreement of even date herewith (the “Collateral Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following assets and properties of the Pledgor:

- (a) registered Patents and applications therefor of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Patents; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Collateral Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Patents made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification Obligations as to which no claim has been asserted) and termination of the Collateral Agreement, or as otherwise provided in the Indenture, the Collateral

Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

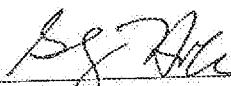
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

IWG High Performance Conductors, Inc.

By: 

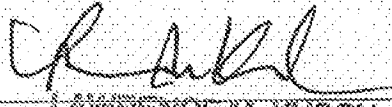
Name: Glenn J. Holler

Title: Senior Vice President, Chief Financial
Officer and Secretary

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: 
Name: LAWRENCE M. KUSCH
Title: VICE PRESIDENT

Signature Page to the Patent Security Agreement

DLJ-6417197

PATENT
REEL: 029087 FRAME: 0414

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER AND DATE	DESCRIPTION
IWG High Performance Conductors, Inc. (formerly Phelps Dodge High Performance Conductors of SC & GA, Inc.)	6,485,735 11/26/2002	Multilayer Thermoset Polymer Matrix and Structures made Therefrom