


Form PTO-1595 (Rev. 09/04)
OMB Collection 0851-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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

<p>1. Name of conveying party(ies)/Execution Date(s):</p> <p style="text-align: center;"><u>Kemet Blue Powder Corporation</u> <u>Kemet Foil Manufacturing, LLC</u></p> <p>Execution Date(s) <u>February 8, 2011</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Bank of America, N.A.</u></p> <p>Internal Address:</p> <p>Street Address: <u>300 Galleria Parkway, Suite 900</u></p> <p>City: <u>Atlanta</u></p> <p>State: <u>Georgia</u></p> <p>Country: <u>USA</u> Zip: <u>02108</u></p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Government Interest</p> <p><input type="checkbox"/> Executive Order 9424, confirmatory License</p> <p><input type="checkbox"/> Other</p>	<p>4. Application or patent number(s) <input type="checkbox"/> This document is being filed together with a new application.</p> <p>A. Patent Application No. (s) <u>See Attached Schedule A</u></p> <p>B. Patent No.(s) <u>See Attached Schedule A</u></p> <p style="text-align: right;">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>CT Lien Solutions</u></p> <p>Street Address: <u>187 Wolf Road, Suite 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>New York</u> Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3678</u></p> <p>Fax Number: <u>800-962-7049</u></p> <p>Email Address: <u>cls-udsalbany@wolterskluwer.com</u></p>	<p>6. Total number of applications and registrations involved: <u>3</u></p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>120.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment information:</p> <p>a. Credit Card Last 4 Numbers <u>1868</u> Expiration Date <u>06/15</u></p> <p>b. Deposit Account Number Authorized User Name:</p>

9. Signature:  March 8, 2013
Signature Date

Ikhwan Rafeek
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 20

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$120.00 1225895

**SCHEDULE A
TO
RECORDATION FORM COVER SHEET
PATENTS ONLY**

Patents and Applications

OWNER	REGISTRATION NUMBER	DESCRIPTION
Kemet Blue Powder Corporation	7,691,177	Method and an apparatus of plasma processing of tantalum particles

Patent Applications

OWNER	APPLICATION NUMBER	DESCRIPTION
Kemet Blue Powder Corporation	12/258955	Method for combination of solid state and molten salt tantalum reduction
Kemet Blue Powder Corporation	11/929583	Method of production of tantalum powder with low impurity level

FOREIGN PATENTS

Issued Patents: None.

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of February 8, 2013 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Patent Security Agreement"), between the corporations and other business entities listed on the signature pages hereof (each, individually, a "**Grantor**", and collectively, the "**Grantors**"), and **BANK OF AMERICA, N.A.**, as agent (in such capacity, the "Agent") for the Lenders (as defined in the Loan Agreement (as defined below)).

WHEREAS, except as shown in Schedule A annexed hereto, each Grantor is the owner of the entire right, title, and interest in and to the patents and applications therefor described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, Grantors, KEMET Electronics Corporation and KEMET Electronics Marketing (S) PTE Ltd. (collectively, "Borrowers"), Agent and certain lending institutions (collectively, the "Lenders") are parties to that certain Loan and Security Agreement, dated as of September 30, 2010 (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), and various documents, instruments, guaranties and agreements delivered contemporaneously herewith in connection therewith (all of the foregoing, together with this Patent Security Agreement and the Loan Agreement, as the same may now exist or may hereafter be amended, amended and restated, supplemented or otherwise modified, are collectively referred to herein as the "Agreements"), pursuant to which, among other things, Agent and Lenders may make loans and certain other financial accommodations to or for the benefit of Borrowers; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement and the other Agreements that, among other things, each of the Grantors enter into this Patent Security Agreement in order to grant a security interest in the Patents, as hereinafter defined, in favor of the Agent on behalf of the Secured Parties, to secure the Obligations as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

A. DEFINITIONS; INTERPRETATION.

1. Except as specifically defined in this Patent Security Agreement, capitalized terms used herein shall have the respective meanings given thereto in the Loan Agreement.

2. All references herein to actions that may or shall be taken or not taken "in accordance with the terms of the Loan Agreement", "to the extent required by the Loan Agreement" or "to the extent permitted by the Loan Agreement", or words of similar effect, shall be construed as if the Grantor taking or not taking such action is a Borrower under the Loan Agreement and any permission granted to or prohibition against a Borrower under the Loan Agreement shall apply to such Grantor under this Patent Security Agreement.

B. SECURITY INTEREST.

To secure the prompt payment and performance of all Obligations, each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in: (i) all of such Grantor's now existing or hereafter acquired right, title, and interest in and to all of such Grantor's

patents and patent applications, including (a) the patents and patent applications listed on Schedule A hereto as owned by such Grantor (collectively, the "Patents"); (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon; (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof; (d) the right to sue for past, present, and future infringements thereof; and (e) all of such Grantor's rights corresponding thereto throughout the world; (ii) including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any license with respect thereto, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any license with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

C. OBLIGATIONS SECURED.

The security interests granted to Agent by each Grantor in this Patent Security Agreement shall secure the prompt payment and performance of all Obligations.

D. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Grantor hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding, that:

1. Such Grantor will pay and perform all of the Obligations according to their terms (subject to any grace periods applicable thereto).

2. All of the existing Patents are valid and subsisting in full force and effect to such Grantor's knowledge, and, except as shown on Schedule A annexed hereto, such Grantor owns sole, full, and clear title thereto (subject to Permitted Liens), except in each case as could not reasonably be expected to have a Material Adverse Effect, and has the right and power to grant the security interests granted hereunder. Such Grantor will, at such Grantor's expense, perform all acts and execute all documents necessary in such Grantor's reasonable business judgment to maintain the existence of the Patents material to the conduct of such Grantor's business as valid, subsisting and registered patents. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto or which could not reasonably be expected to have a Material Adverse Effect or Permitted Liens.

3. Such Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Agent, or otherwise dispose of any of the Collateral material to the conduct of Grantor's business without the prior written consent of Agent, other than a Permitted Asset Disposition or a Permitted Lien.

4. Such Grantor will, at such Grantor's expense, perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Patent Security Agreement. Such Grantor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed (if applicable) only by Agent. Such Grantor further authorizes Agent to have this and any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government

office. Notwithstanding the foregoing, nothing in this Patent Security Agreement shall require Grantor to make any filings or take any actions to record or perfect Agent's security interest in the Patent outside of the United States.

5. Such Grantor will, concurrently with the execution and delivery of this Patent Security Agreement, execute and deliver to Agent five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent under the Agreements.

6. Agent may, in its sole discretion, pay any amount or do any act which such Grantor fails to pay or do as required under the Agreements or as reasonably requested by Agent to maintain and preserve the Collateral material to the conduct of Grantor's business, defend, protect, record, amend or enforce the Obligations, the Collateral material to the conduct of such Grantor's business or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Such Grantor will be liable to Agent for any such payment, in accordance with the terms of the Loan Agreement.

7. As of the date hereof, such Grantor does not have any Patents material to the conduct of Grantor's business registered, or subject to pending applications, in the United States Patent and Trademark Office other than those described in Schedule A annexed hereto.

8. Concurrently with the delivery of the financial statements required under Sections 10.1.2(a) and 10.1.2(b) of the Loan Agreement, such Grantor shall provide Agent with an update of all Patents registered or issued to, or applied for by, Grantor in the Fiscal Quarter then most recently ended. Upon request of Agent, such Grantor shall execute and deliver to Agent any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Agent to evidence the security interest of Agent in such Patents.

9. Such Grantor has not abandoned any of the Patents material to the conduct of the business of such Grantor and such Grantor will not do any act, nor omit to do any act, whereby the Patents may become abandoned, canceled, invalidated, or unenforceable, other than a Permitted Asset Disposition. Such Grantor shall notify Agent promptly if it knows of any reason why any application or registration of any such material Patent may become abandoned, canceled, invalidated, or unenforceable.

10. Such Grantor will render any reasonable assistance, as Agent may determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any other country to maintain such application and registration of the Patents material to the conduct of Grantor's business as such Grantor's property and to protect Agent's interest therein, including, without limitation, opposition and interference proceedings.

11. Such Grantor will promptly notify Agent if such Grantor (or any Affiliate or Subsidiary thereof) learns of any use by any Person of any product or process which infringes or may infringe upon any Patent material to the business of Grantor. Grantor, at its expense, shall take such action as reasonably requested by to protect Agent's interest in and to the Patents material to the conduct of such Grantor's business.

12. Such Grantor assumes all responsibility and liability arising from the use of the Patents and such Grantor hereby indemnifies and holds Agent, the other Secured Parties and their respective Affiliates harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or

sold by such Grantor (or any Affiliate or Subsidiary thereof) in connection with any Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by such Grantor (or any Affiliate or Subsidiary thereof).

13. In any action or proceeding instituted by Agent in connection with any matters arising at any time out of or with respect to the repossession, retention or sale of the Collateral, such Grantor will not interpose any counterclaim of any nature, other than compulsory counterclaims.

14. Such Grantor hereby grants to Agent, in accordance with the terms of the Loan Agreement, the right to visit its plants and facilities which manufacture or store products to which the Patents relate and to inspect the products and records relating thereto.

E. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default, as such term is defined in the Loan Agreement, is referred to herein individually as an "Event of Default" and, collectively, as "Events of Default".

F. RIGHTS AND REMEDIES.

Upon the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of Agent, whether provided under law, the Agreements or otherwise, and after expiration of any grace period, Agent shall have the following rights and remedies which may be exercised without notice to (unless required under Applicable Law or the Loan Agreement), or consent by, Grantor except as such notice or consent is expressly provided for hereunder.

1. Agent may require that neither any Grantor nor any Affiliate or Subsidiary of any Grantor make any use of the Patents for any purpose whatsoever. Agent may make use of any Patents for the sale of goods, completion of work-in-progress or rendering of services in connection with enforcing any other security interest granted to Agent by Grantors, respectively, or any Subsidiary or Affiliate of a Grantor.

2. Agent may grant such license or licenses (subject to Permitted Liens) relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and Canada.

3. Agent may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations but subject to Permitted Liens. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in Agent's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantors shall be jointly and severally liable for any deficiency.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph F.3 hereof, Agent may at any time execute and deliver on behalf of a Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph D.5 hereof, one or more instruments of assignment of the Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Each

Grantor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral in accordance with the terms of the Loan Agreement.

5. Agent may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral in accordance with the terms of the Loan Agreement.

Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under law, the Agreements, this Patent Security Agreement, or otherwise, shall be cumulative and none are exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

G. MISCELLANEOUS.

1. Any failure or delay by Agent to require strict performance by a Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Agent's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Agent, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Agent and directed to a Grantor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be given in writing and shall be deemed to have been duly given or made: (a) if given by facsimile transmission, when transmitted to the applicable facsimile number, if confirmation of receipt is received; (b) if given by mail, three Business Days after deposit in the U.S. mail, with first-class postage pre-paid, addressed to the applicable address; or (c) if given by personal delivery, when duly delivered to the notice address with receipt acknowledged. Any written notice or other communication that is not sent in conformity with the foregoing provisions shall nevertheless be effective on the date actually received by the noticed party. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to a Grantor: c/o KEMET Corporation
2835 KEMET Way
Simpsonville, South Carolina 29681
Attention: Michael Boone
Telecopy No.: (864) 228-4161

If to Agent: Bank of America, N.A.
300 Galleria Parkway, Suite 800
Atlanta, Georgia 30339
Attention: Portfolio Manager
Telecopy No.: (312) 453-4665

3. In the event any term or provision of this Patent Security Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Patent Security Agreement.

5. This Patent Security Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Patent Security Agreement signed by the party to be charged thereby.

6. The security interest granted to Agent shall terminate and, at Grantors' sole expense, be released upon termination of the Loan Agreement and payment in full to Agent and the other Secured Parties of all Obligations thereunder. Upon termination of this Patent Security Agreement, at each Grantor's expense, Agent shall execute all documents, make all filings, take all other actions reasonably requested by such Grantor to evidence and record the release of the security interests in the Collateral granted herein.

7. THIS PATENT SECURITY AGREEMENT, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS); PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

8. EACH GRANTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER THE STATE OF NEW YORK, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH GRANTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1 OF THE LOAN AGREEMENT. Nothing herein shall limit the right of Agent or any Secured Parties to bring proceedings against any Grantor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Patent Security Agreement shall be deemed to preclude enforcement by Agent of any judgment or order obtained in any forum or jurisdiction.

9. To the fullest extent permitted by Applicable Law, each Grantor waives (a) the right to trial by jury (which Agent hereby also waives) in any proceeding or dispute of any kind relating in any way to this Patent Security Agreement or any documents or agreements at any time made in connection therewith or transactions relating thereto; (b) notice prior to taking possession or control of any Collateral; (c) any bond or security that might be required by a court prior to allowing Agent to exercise any rights or remedies; (d) the benefit of all valuation, appraisal and exemption laws; (e) any claim against Agent or any Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Agreements (including this Patent Security Agreement) or transactions relating thereto; and (g) notice of acceptance hereof. Each Grantor acknowledges that the foregoing waivers are a material inducement to Agent entering into this Patent Security Agreement and that Agent and Lenders are relying upon the foregoing in their dealings with the Grantors. Each Grantor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with

legal counsel. In the event of litigation, this Patent Security Agreement may be filed as a written consent to a trial by the court.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Agent have executed this Patent Security Agreement as of the day and year first above written.

KEMET BLUE POWDER CORPORATION

By: Michael W. Boone
Name: Michael W. Boone
Title: Treasurer

KEMET FOIL MANUFACTURING, LLC

By: _____
Name: Steve Lane
Title: Manager

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

Signature Page to
Patent Security Agreement

STATE OF South Carolina)
) ss.:
COUNTY OF Greenville)

On this 5th day of February, 2013, before me personally came Michael W. Booser to me known, who being duly sworn, did depose and say, that he is the Treasurer of KEMET Blue Powder Corporation, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

[Signature]

Notary Public
My commission expires 9/23/2014

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2013, before me personally came _____ to me known, who being duly sworn, did depose and say, that he is the _____ of KEMET Foil Manufacturing, LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of _____, 2013, before me personally came _____ to me known, who being duly sworn, did depose and say, that he is the _____ of Bank of America, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said national banking association.

Notary Public

Acknowledgment to
Patent Security Agreement

IN WITNESS WHEREOF, Grantor and Agent have executed this Patent Security Agreement as of the day and year first above written.

KEMET BLUE POWDER CORPORATION

By: _____
Name: Michael W. Boone
Title: Treasurer

KEMET FOIL MANUFACTURING, LLC

By: Steve R. Lane
Name: Steve Lane
Title: Manager

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

Signature Page to
Patent Security Agreement

Dated as of _____, 2013

KEMET BLUE POWDER CORPORATION

By: _____
Name: Michael W. Boone
Title: Treasurer

KEMET FOIL MANUFACTURING LLC

By: Steve Lane
Name: Steve Lane
Title: Manager

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of KEMET Blue Powder Corporation, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

STATE OF South Carolina)
) ss.:
COUNTY OF Greenville)

On this 7th day of February, 2013, before me personally came Steven R. Lane, to me known, who being duly sworn, did depose and say, that he is the Manager of KEMET Foil Manufacturing LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Ante A. Nelson
Notary Public

My Commission Expires 11/4/18

Special Power of Attorney - Patent Security Agreement

IN WITNESS WHEREOF, Grantor and Agent have executed this Patent Security Agreement as of the day and year first above written.

KEMET BLUE POWDER CORPORATION

By: _____
Name: _____
Title: _____

KEMET FOIL MANUFACTURING, LLC

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., as Agent

By: *Andrew A. Doherty*
Name: Andrew A. Doherty
Title: Senior Vice President

Signature Page to
Patent Security Agreement

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of KEMET Blue Powder Corporation, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of KEMET Foil Manufacturing, LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

STATE OF GEORGIA)
) ss.:
COUNTY OF COBB)

On this 18 day of January, 2013, before me personally came Andrew A. Doherty, to me known, who being duly sworn, did depose and say, that he is the Senior Vice President of Bank of America, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said national banking association.

Adelaide Etson Bright
Notary Public

ADELAIDE ETSON BRIGHT
NOTARY PUBLIC
Fulton County - State of Georgia
My Comm. Expires June 28, 2014

Acknowledgment to
Patent Security Agreement

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that each of **KEMET BLUE POWDER CORPORATION** and **KEMET FOIL MANUFACTURING, LLC** hereby appoints and constitutes **BANK OF AMERICA, N.A.**, as agent, ("Agent"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Agent, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of such undersigned party in and to any the patents and patent applications, continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Patent Security Agreement between the undersigned Grantor and Agent, dated of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all "Obligations", as such term is defined in the Security Agreement.

Dated as of February ____, 2013

KEMET BLUE POWDER CORPORATION

By: _____
Name: _____
Title: _____

KEMET FOIL MANUFACTURING LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of February, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of KEMET Blue Powder Corporation, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of February, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of KEMET Foil Manufacturing LLC, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

SCHEDULE A
to
PATENT SECURITY AGREEMENT

Patents

OWNER	REGISTRATION NUMBER	DESCRIPTION
Kemet Blue Powder Corporation	7,691,177	Method and an apparatus of plasma processing of tantalum particles

Patent Applications

OWNER	APPLICATION NUMBER	DESCRIPTION
Kemet Blue Powder Corporation	12/258955	Method for combination of solid state and molten salt tantalum reduction
Kemet Blue Powder Corporation	11/929583	Method of production of tantalum powder with low impurity level

FOREIGN PATENTS

Issued Patents: None.

SCHEDULE B
to
PATENT SECURITY AGREEMENT

Permitted Licenses

None.