


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): <u>Kemet Electronics Corporation</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 <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest <input type="checkbox"/> Executive Order 9424, confirmatory License <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 Exhibit A</u></p> <p>B. Patent No.(s) <u>See Attached Exhibit A</u></p> <p>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>800-342-3676</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>14</u></p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) <u>\$560</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <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>	
<p>9. Signature: <u></u> <u>March 8, 2013</u></p> <p>Signature Date</p> <p><u>Inkwon Rafeek</u> Name of Person Signing</p> <p>Total number of pages including cover sheet, attachments, and document. <u>13</u></p>			

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

2364959.1

EXHIBIT A
TO
RECORDATION FORM COVER SHEET

Patents and Applications

OWNER	GRANT NUMBER	DESCRIPTION
KEMET Electronics Corporation	7,780,835	Capacitor Containing Aluminum Anode Foil Anodized in Low Water Content Glycerine-Phosphate Electrolyte without a Pre-Anodizing Hydration Step
KEMET Electronics Corporation	7,833,292	Channel Method for Forming a Capacitor
KEMET Electronics Corporation	7,833,293	Multiple Electronic Components; Combination Capacitor and Zener Diode
KEMET Electronics Corporation	7,916,451	COG Multi-Layered Ceramic Capacitor
Medtronic Inc. / KEMET Electronics Corporation	7,917,217	Wet Tantalum Reformation Method and Apparatus
KEMET Electronics Corporation	7,923,395	COG Multi-Layered Ceramic Capacitor
KEMET Electronics Corporation	7,929,274	Capacitor with Sacrificial Lead Wire Configuration and Improved Manufacturing Method Thereof
KEMET Electronics Corporation	7,969,711 B2	Zener Diode on TA Capacitor
KEMET Electronics Corporation	7,990,683	High Voltage Solid Electrolytic Capacitors Using Conductive Polymer Slurries

Supplemental Patent Agreement

OWNER	GRANT NUMBER	DESCRIPTION
Medtronic Inc. / KEMET Electronics Corporation	8,036,740	Wet-Tantalum Reformation Method and Apparatus
KEMET Electronics Corporation	8,057,883	Abrasive Process for Modifying Corners, Edges, and Surfaces of Capacitor Anode Bodies
KEMET Electronics Corporation	8,062,385	Solid Electrolytic Capacitor with Improved Volumetric Efficiency Method Making
KEMET Electronics Corporation	8,111,524	Electronic Passive Device
KEMET Electronics Corporation	8,125,766	Concentrated Capacitor Assemblies

Supplemental Patent Agreement

SUPPLEMENTAL PATENT SECURITY AGREEMENT

THIS SUPPLEMENTAL PATENT SECURITY AGREEMENT ("Agreement"), dated February 8, 2013, is by and between by and between **KEMET ELECTRONICS CORPORATION** ("Grantor") and **BANK OF AMERICA, N.A.**, as agent (in such capacity, the "Agent") for the Lenders (as defined in the Loan Agreement, as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor, 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, as the same may now exist or may hereafter be amended, amended and restated, supplemented or otherwise modified, renewed, or replaced from time to time, are collectively referred to herein as the "Loan Documents");

WHEREAS, pursuant to the Patent Security Agreement, dated September 30, 2010, by and between Grantor and Agent (the "Existing Patent Agreement"), Grantor granted to Agent a valid first priority security interest in all Grantor's then existing or thereafter acquired Patents (as defined in the Existing Patent Agreement), including, but not limited to, all of the foregoing described in Schedule A to the Existing Patent Agreement;

WHEREAS, Grantor, in addition to being the owner of the entire right, title and interest in and to the Patents therefor described in Schedule A to the Existing Patent Agreement, has also adopted, used and is using, and is also the owner of the entire right, title, and interest in and to the Patents therefor described in Exhibit A hereto and made a part hereof (collectively, the "New Patents"); and

WHEREAS, in order to induce Agent and Lenders to continue to make loans and advances and provide other financial accommodations to Borrowers pursuant to the Loan Documents, Grantor hereby acknowledges and reaffirms the security interests heretofore granted by Grantor to Agent pursuant to the Existing Patent Agreement and, as a supplement thereto has agreed to confirm the grant to Agent of certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Existing Patent Agreement.

2. Grant of Security Interest.

(a) 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, and hereby confirms, reaffirms and restates the prior grant thereof to Agent pursuant to the Existing Patent Agreement, of the following (being collectively referred to herein as the "Collateral"): (i) all of Grantor's now existing or hereafter acquired right, title, and interest in and to all of such Grantor's Patents, including (a) the New 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 Grantor's rights corresponding thereto throughout the world; (ii) including any claim by 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.

(b) The foregoing is to confirm and restate the grant to Agent of the security interest in and general lien upon, and collateral assignment of, the New Patents and related assets as described above (collectively, together with the New Patents, the "Additional Collateral").

3. 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.

4. Representations, Warranties and Covenants. Each of the representations, warranties and covenants set forth in the Existing Patent Agreement are deemed to be restated herein and a part hereof and shall apply to the Additional Collateral granted herein with the same force and effect as the Patents and other assets constituting Collateral described in the Existing Patent Agreement.

5. Schedules. Schedule I to the Existing Patent Agreement is hereby amended to include the information set forth on Exhibit A hereto and the Patents listed on Exhibit A hereto are deemed to be included within the definition of Patents set forth in the Existing Patent Agreement and all other Loan Documents.

6. Miscellaneous.

(a) The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York is without regard to principals of conflicts of laws, but excluding any rule of law

that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Grantor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(c) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent. Agent and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent and Grantor. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier or other electronic method of transmission with the same force and effect as if it were as a manually executed and delivered counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR

KEMET ELECTRONICS CORPORATION

By: Michael W. Boone

Michael W. Boone

Title: Vice President and Treasurer

AGENT

BANK OF AMERICA, N.A., as Agent

By: _____

Title: _____

Supplemental Patent Agreement

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

On this 5th day of February, 2013, before me personally came Michael W. Boone, to me known, who being duly sworn, did depose and say, that he/~~she~~ is the VP & Treasurer of KEMET ELECTRONICS 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.

Urbust Habe
Notary Public
my commission expires 9/23/2014

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

Supplemental Patent Agreement

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

GRANTOR

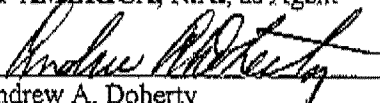
KEMET ELECTRONICS CORPORATION

By: _____

Title: _____

AGENT

BANK OF AMERICA, N.A., as Agent

By:  _____

Name: Andrew A. Doherty

Title: Senior Vice President

Supplemental Patent 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/she is the _____ of KEMET ELECTRONICS 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 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

Supplemental Patent Agreement

PATENT
REEL: 030055 FRAME: 0058

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