

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4625658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	09/30/2017
RECEIVING PARTY DATA	
Name:	GRAFTECH ADVANCED GRAPHITE MATERIALS LLC
Street Address:	1209 ORANGE STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	6387462
Patent Number:	7527855
Patent Number:	7658902
Patent Number:	7658903
Patent Number:	7776430
Patent Number:	7838146
Patent Number:	8372510
Patent Number:	8721939
Patent Number:	8877154
Patent Number:	9546113
Application Number:	15066535
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-370-4750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	MELONY SOT
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005

PATENT

ATTORNEY DOCKET NUMBER:	F173044 PT
NAME OF SUBMITTER:	RACHEL KLEIN
SIGNATURE:	/Rachel Klein/
DATE SIGNED:	10/04/2017
Total Attachments: 4 source=JPM US Patent Release GAGM 5671760_4_flat#page2.tif source=JPM US Patent Release GAGM 5671760_4_flat#page3.tif source=JPM US Patent Release GAGM 5671760_4_flat#page4.tif source=JPM US Patent Release GAGM 5671760_4_flat#page5.tif	

RELEASE OF PATENT SECURITY INTEREST (GAGM–U.S. PATENTS), dated as of September 30, 2017 (this “Release”), by JPMORGAN CHASE BANK, N.A. in its capacity as collateral agent (in such capacity, the “Collateral Agent”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, referred to below.

Reference is made to (i) the Second Amended and Restated Credit Agreement dated as of February 27, 2015, as amended June 26, 2015, July 28, 2015 and April 27, 2016 (as so amended and as the same may be further amended, supplemented, restated or otherwise modified from time to time, (the “Credit Agreement”)), among GrafTech International Ltd., a Delaware corporation (the “Company”), GrafTech Finance Inc., a Delaware corporation (“Finance”), GrafTech Luxembourg I S.a.r.L., GrafTech Luxembourg II S.a.r.L., GrafTech Switzerland S.A., the LC Subsidiaries from time to time party thereto, the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A. (“JPMorgan”), as Administrative Agent, Collateral Agent, as an Issuing Bank and as Swingline Lender, (ii) the Third Amended and Restated Security Agreement dated as of April 23, 2014 (the “General Security Agreement”), as supplemented (including by Supplement No. 1 dated as of September 20, 2016 among GrafTech Advanced Graphite Materials LLC, a Delaware limited liability company (“GAGM”), Advanced Energy Technologies LLC, a Delaware limited liability company (“AET”) and JPMorgan) and reaffirmed, made by the Company, Finance and the other subsidiaries of the Company from time to time party thereto, in favor of JPMorgan as Collateral Agent for the Secured Parties (as defined therein), (iii) the Amended and Restated Intellectual Property Security Agreement dated as of April 28, 2010 (the “IP Security Agreement”), as supplemented (including by Supplement No. 3 dated as of September 20, 2016 among GAGM, AET and JPMorgan) and reaffirmed, made by the Company, GrafTech Global Enterprises Inc., Finance and the other subsidiaries of the Company from time to time party thereto, in favor of JPMorgan as Collateral Agent for the Secured Parties (as defined therein) and (iv) the Patent Security Agreement dated as of May 22, 2015 (the “Patent Security Agreement”) among the Company's direct wholly owned subsidiaries GrafTech International Holdings Inc., a Delaware corporation (“GTIH” and, together with GAGM, the “Grantors”), and Fiber Materials Inc. and JPMorgan, as Collateral Agent (the Credit Agreement, the General Security Agreement, the IP Security Agreement and the Patent Security Agreement shall be collectively referred to as the “Security Documents”).

WHEREAS, pursuant to a Transfer Agreement, dated as of September 29, 2016, as amended as of March 1, 2017 and September 27, 2017, between GTIH and GAGM, GTIH transferred its interest in, among other things, the U.S. patent registrations and patent applications of GTIH set forth on Schedule I hereto (collectively, the “Patents”) to GAGM on September 30, 2016.

WHEREAS, pursuant to the Security Documents, the Grantors have granted security interests to the Collateral Agent, and its successors and assigns, for the ratable benefit of the Secured Parties in the Patents, which security interests were recorded with the United States Patent and Trademark Office on August 12, 2003 at Reel/Frame 01437/0075, on April 4, 2005 at

Reel/Frame 015878/0445, on July 14, 2010 at Reel/Frame 024678/0830, and on June 10, 2015 at Reel/Frame 035839/0754.

WHEREAS, pursuant to Section 9.14 of the Credit Agreement, the Grantors have informed the Collateral Agent of their desire to obtain the release of all right, title and interest of the Collateral Agent, for the benefit of Secured Parties and each other grantee or beneficiary, in and to the Patents, granted under the Security Agreements, in connection with a sale on the date hereof (the "Disposition") by GTIH and GAGM of the GAGM Business (as defined in the related asset purchase and sale agreement), which Disposition of the GAGM Business includes the sale by GAGM of substantially all of its assets, including the Patents.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Patents and reassigns all right, title and interest it has in the Patents to GAGM (as assignee of GTIH). The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and take further actions, in each case as reasonably requested by either of the Grantors and at the sole expense of the Company, to evidence the release and termination of the Collateral Agent's security interests in the Patents. The execution and delivery of this Release and any further documents and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE GRANTORS' AND THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[remainder of this page intentionally left blank]

[GAGM - RELEASE OF PATENT SECURITY INTEREST (U.S. PATENTS (2017))]

[GAGM - RELEASE OF PATENT SECURITY INTEREST (U.S. PATENTS (2017))]

Schedule I

PATENTS OWNED BY
GRAFTECH ADVANCED GRAPHITE MATERIALS LLC

U.S. Patent Grants

<u>Issue Date</u>	<u>Patent #</u>	<u>Business Unit</u>
14-May-2002	6387462 (application 09459209 filed 10-Dec-1999)	Advanced Graphite Materials (" <u>AGM</u> ")
5-May-2009	7527855 (application number 10970352 dated 21-Oct-2004)	AGM
9-Feb-2010	7658902 (application 11531059 dated 12-Sept-2006)	AGM
9-Feb-2010	7658903 (application 11531078 dated 12-Sept-2006)	AGM
17-Aug-2010	7776430 (application 11762045 dated 12-Jun-2007)	AGM
23-Nov-2010 (8-Sept-2011)	7838146 (application 11560447 filed 16-Nov-2006)	AGM
12-Feb-2013	8372510 (application 12365369 dated 4-Feb-2009)	AGM
13-May-2014	8721939 (application 12633196 dated 8-Dec-2009)	AGM
4-Nov-2014	8877154 (application 14127220 effective filing date 18-Dec-2013)	AGM
17-Jan-2017	9546113 (application 13588046 effective filing date 17-Aug-2012)	AGM

U.S. Patent Applications

<u>Filing Date</u>	<u>Application #</u>	<u>Business Unit</u>
10-Mar-2016	15066535	AGM

[GAGM - RELEASE OF PATENT SECURITY INTEREST (U.S. PATENTS (2017))]