

5-1704

05-19-2004

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2 SHEET ONLY

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): AGY HOLDING CORP. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [x] Yes [ ] No

2. Name and address of receiving party(ies) Name: Wachovia Bank, National Association Internal Address: Mail Code: GA 8050 Street Address: 191 Peachtree Street, N.E. City: Atlanta State: GA Zip: 30308-1757 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other National Banking Association If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

OFFICE OF PUBLIC RECORDS 2004 MAY 17 AM 9:30 FINANCE SECTION

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: 4/2/04

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached schedule B. Trademark Registration No.(s) See attached schedule Additional number(s) attached [x] Yes [ ] No 75976419

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Donna J. Hunter, Paralegal Internal Address: Paul, Hastings, Janofsky & Walker LLP Street Address: 600 Peachtree Street, N.E. Suite 2400 City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 3.41) \$ 215.00 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 16-0752

DO NOT USE THIS SPACE

9. Signature: Donna J. Hunter Name of Person Signing [Signature] Signature May 14, 2004 Date [ ] Total number of pages including cover sheet, attachments, and document: [ ]

05/18/2004 ECOOPER 00000122 75976419

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 OP 02 FC:8522 175.00 OP

TRADEMARK REEL: 002969 FRAME: 0522

## TRADEMARKS

### UNITED STATES

<i>Mark</i>	<i>Ser. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Next Due Date</i>
ZENTRON	75/976,419	2,100,453	Registered 9/23/97	9/23/03
S GLASS	72/436,633	971,424	Registered 10/23/73	10/23/03
S-2 GLASS	72/358,209	989,414	Registered 7/30/74	7/30/04
401	72/299,478	865,421	Registered 2/25/69	2/25/09
BETA	72/168,760	771,656	Registered 6/23/64	6/23/04

<i>Application</i>	<i>Ser. No.</i>	<i>Reg. No.</i>	<i>Status</i>
VeTron	76/567,232	NA	Filed Application – 12/24/03
AGY	78/373,768	NA	Filed Application – 2/25/04
AGY & Design	78/373,839	NA	Filed Application – 2/25/04

### AUSTRIA

<i>Mark</i>	<i>Ser. No./Reg. No.</i>	<i>Status</i>	<i>Next Due Date</i>
AGY	184327	Registered	9/27/09
ADVANCED GLASSFIBER YARNS	184328	Registered	9/27/09
BETA	51722	Registered	1/15/04

### BENELUX

AGY	644725	Registered	1/15/09
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### CANADA

VETRON	118552500	Pending	
ZENTRON	TMA0544192	Registered	4/26/16
S-2 GLASS	TMA0522368	Registered	1/27/15
ADVANCED GLASSFIBER YARNS	TMA0531544	Registered	8/21/15
AGY	TMA0524401	Registered	3/7/15
BETA	TMA0142166	Registered	10/8/10

### CZECH REPUBLIC

AGY	224033	Registered	1/12/09
ADVANCED GLASSFIBER YARNS	220683	Registered	2/10/09

**DENMARK**

AGY	200 4721 VR	Registered	10/19/10
BETA	1964 2256 VR	Registered	6/7/04

**EUROPEAN UNION**

ZENTRON	391326	Registered	10/15/06
S-2 GLASS	765503	Registered	2/23/08

**FRANCE**

AGY	99 783198	Registered	3/25/09
ADVANCED GLASSFIBER YARNS	99 783197	Registered	3/25/09
BETA	1479378	Registered	7/4/08
S GLASS	1319991	Registered	8/8/05

**GERMANY**

AGY	39859490	Registered	10/31/08
ADVANCED GLASSFIBER YARNS	30033568	Registered	5/30/10
ADVANCED GLASSFIBER YARNS	39859489 9	Pending	n/a
BETA	821630	Registered	7/30/13
S-2 GLASS	39533743	Registered	8/31/05

**ITALY**

AGY	817814	Registered	10/30/08
ADVANCED GLASSFIBER YARNS	1389 2000 TO	Pending	n/a
ADVANCED GLASSFIBER YARNS	817815	Registered	10/30/08

**JAPAN**

AGY	4328729	Registered	10/22/09
ADVANCED GLASSFIBER YARNS	4328735	Registered	10/22/09
BETA	3335509	Registered	7/25/07
ZENTRON	4470963	Registered	4/27/11

**NORWAY**

AGY	197978	Registered	6/10/09
ADVANCED GLASSFIBER YARNS	197488	Registered	5/6/09

**SPAIN**

AGY	2209183M1	Registered	1/21/09
AGY	2209184MX	Registered	1/21/09
ADVANCED GLASSFIBER YARNS	2213005M5	Registered	2/9/09
ADVANCED GLASSFIBER YARNS	2213006M3	Registered	2/9/09

**SWEDEN**

AGY	2209183M1	Registered	5/26/10
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**SWITZERLAND**

AGY	461246	Registered	10/29/08
BETA	327079	Registered	8/3/03

**UNITED KINGDOM**

S-2 GLASS	002030989	Registered	8/17/05
AGY	002186004	Registered	1/11/14
ADVANCED GLASSFIBER YARNS	002186505	Registered	1/19/14
AGY ADVANCED GLASSFIBER YARNS	002203445	Registered	7/19/14
BETA	000852564	Registered	5/13/08
BETA	000852565	Registered	5/13/08
BETA	000853281	Registered	5/13/08

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of April, 2004, among the Grantors listed on the signature pages hereof (the "Grantors"), and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lender Group (as defined in the Credit Agreement described below) (the "Administrative Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of dated as of April 2, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among AGY Holding Corp., a Delaware corporation, as parent (the "Parent"), AGY AIKEN LLC, a Delaware limited liability company, and AGY Huntingdon LLC, a Delaware limited liability company (together with the Parent, collectively, the "Borrowers" and individually, a "Borrower"), the Subsidiaries (as defined in the Credit Agreement) of the Borrowers party thereto as guarantors, the financial institutions party thereto as lenders (the "Lenders"), and the Administrative Agent, the Lenders have agreed to accept the Notes pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to accept the Notes, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of April 2, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

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 are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to the Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto; and
  - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration ("Additional Trademarks"). Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such Additional Trademarks. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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

Sworn to and subscribed before me this 2<sup>nd</sup> day of April, 2004.

AGY HOLDING CORP.

NOTARY PUBLIC  
Sheila M. Kampas

By: Gary Bernhardt  
Name: GARY BERNHARDY  
Title: PRESIDENT

My Commission Expires: 8/19/06  
Notary Public, State of New York  
Commission Expires Aug. 19, 2006

Sworn to and subscribed before me this 2<sup>nd</sup> day of April, 2004.

AGY AIKEN LLC  
By: AGY Holding Corp., its sole member

NOTARY PUBLIC  
Sheila M. Kampas

By: Gary Bernhardt  
Name: GARY BERNHARDY  
Title: PRESIDENT

My Commission Expires: 8/19/06  
Notary Public, State of New York  
Commission Expires Aug. 19, 2006

Sworn to and subscribed before me this 2<sup>nd</sup> day of April, 2004.

AGY HUNTINGDON LLC  
By: AGY Holding Corp., its sole member

NOTARY PUBLIC  
Sheila M. Kampas

By: Gary Bernhardt  
Name: GARY BERNHARDY  
Title: PRESIDENT

My Commission Expires: 8/19/06

SHEILA M. KAMPAS  
Notary Public, State of New York  
Commission Expires Aug. 19, 2006

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA BANK, NATIONAL ASSOCIATION, as the Administrative Agent

Sworn to and subscribed before me this 3<sup>rd</sup> day of March, 2007.

By: Reginald T. Dawson  
Name: Reginald T. Dawson  
Title: Managing Director

NOTARY PUBLIC  
Jeffrey C. Narvil  
My Commission Expires: SEPT. 29, 2007  
NOTARY PUBLIC  
EXPIRES SEPT. 29, 2007  
HENRY COUNTY, GEORGIA

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See attached



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AGY	2209184MX	Registered	1/21/09
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ADVANCED GLASSFIBER YARNS	2213006M3	Registered	2/9/09

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ADVANCED GLASSFIBER YARNS	002186505	Registered	1/19/14
AGY ADVANCED GLASSFIBER YARNS	002203445	Registered	7/19/14
BETA	000852564	Registered	5/13/08
BETA	000852565	Registered	5/13/08
BETA	000853281	Registered	5/13/08