

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CII CARBON, L.L.C.		07/19/2007	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	5938 PRIESTLY DRIVE, SUITE 200		
City:	CARLSBAD		
State/Country:	CALIFORNIA		
Postal Code:	02109		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2252865	CII	
Registration Number:	2262308	CII CARBON, L.L.C.	
Registration Number:	1724837	TI-COKE	
CORRESPONDENCE DATA			
Fax Number:	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128788000		
Email:	trademark.group@cliffordchance.com		
Correspondent Name:	Steven T. Shelton		
Address Line 1:	31 West 52nd Street		
Address Line 2:	Clifford Chance US LLP		
Address Line 4:	New York, NEW YORK 10019-6131		
ATTORNEY DOCKET NUMBER:	10-40132826		
NAME OF SUBMITTER:	Steven T. Shelton		

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Signature:	/Steven T. Shelton/
Date:	07/26/2007
Total Attachments: 5 source=Trademark Security Agreement Supplement#page1.tif source=Trademark Security Agreement Supplement#page2.tif source=Trademark Security Agreement Supplement#page3.tif source=Trademark Security Agreement Supplement#page4.tif source=Trademark Security Agreement Supplement#page5.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

**(Trademarks, Trademark Registrations,
Trademark Applications and Trademark Licenses)**

WHEREAS, CII Carbon, L.L.C., a Louisiana limited liability company (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor, Rain Calcining Limited as borrower, Citigroup Global Markets Asia Limited as arranger and Citicorp International Limited as Offshore Facility Agent (amongst others) are parties to a Facilities Agreement dated as of July 17, 2007 (as amended and/ or supplemented from time to time, the "**Facilities Agreement**"); and

WHEREAS, pursuant to (i) a US Security Agreement dated as of July 19, 2007 (as amended and/or supplemented from time to time, the "**US Security Agreement**") entered into between, among others, the Grantor and Wells Fargo Bank, N.A. as offshore security agent (the "**Secured Party**", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Documents (including this Trademark Security Agreement Supplement), the Grantor has secured the Secured Offshore Obligations (as defined in the Facilities Agreement) by granting to the Secured Party as security agent for the Transaction Finance Parties (as defined in the Facilities Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Secured Party, to secure the Secured Offshore Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the US Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the US Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Secured Party's name, from time to time, in the Secured Party's discretion, so long as any Event of Default (as defined in the Facilities Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement Supplement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the US Security Agreement or the Facilities Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Secured Party pursuant to the US Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Trademark Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in Clause 32 of the Facilities Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Trademark Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Trademark Security Agreement Supplement and those of the US Security Agreement, the US Security Agreement shall prevail.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 19th day of July 2007.

CII CARBON, L.L.C.

By: 


Name: Gerard Greeney

Title: President

Acknowledged:

WELLS FARGO BANK, N.A.
as Secured Party

By: _____



Name: **Robert L. Reynolds**
Title: **Vice President**

CII Carbon, L.L.C.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
"CII" (stylized or with design)	2252865	06/05/1990
"CII Carbon, L.L.C.	2262308	07/20/1999
"TI - COKE"	1724837	10/20/1992