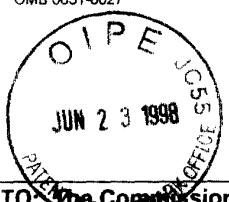


07-08-1998



100755994



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
05/22/98

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
05/22/98

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/08/1998 DCDATES 00000075 334584

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 300.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 1748 FRAME: 0968

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="334,584"/>	<input type="text" value="992,266"/>	<input type="text" value="526,073"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="542,929"/>	<input type="text" value="690,141"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Francis Hsueh

Name of Person Signing



Signature

6/1/98

Date Signed



RELEASE AND REASSIGNMENT (TRADEMARKS)

This RELEASE AND REASSIGNMENT, dated as of May 22, 1998, is made by The Chase Manhattan Bank, a New York banking corporation with its principal office at 270 Park Avenue, New York, New York 10017, as the successor in interest to Manufacturers Hanover Trust Company, Manufacturers Hanover Leasing Corporation and Manufacturers Hanover Commercial Corporation ("Assignor") in favor of Great Lakes Carbon Corporation, a Delaware corporation with its principal office at 110 East 59th Street, New York, New York 10022 ("Assignee").

WITNESSETH

WHEREAS, Assignor is successor to the security interests and liens held by Manufacturers Hanover Trust Company ("Hanover Trust"), Manufacturers Hanover Leasing Corporation ("Hanover Leasing"), and Manufacturers Hanover Commercial Corporation ("Hanover Commercial");

WHEREAS, Hanover Trust, Hanover Leasing, and Hanover Commercial and Assignee entered into a GLCC Security Agreement dated February 28, 1985, along with a GLCC Trademark Security Agreement, dated February 28, 1985 (together, the "First Security Agreement"), which was recorded in the United States Patent and Trademark Office on March 18, 1985 at Reel 0490/Frame 0077 et seq.;

WHEREAS, Assignor, Hanover Trust and Assignee entered into a Security Agreement dated as of January 12, 1989, along with a separate Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses/ Security Agreement dated as of January 12, 1989 (together, the "Second Security Agreement"), which was recorded in the United States Patent and Trademark Office on February 8, 1989 at Reel 0636/Frame 0035 et seq.;

WHEREAS, Hanover Trust and Assignee entered into a Security Agreement dated December 31, 1991, along with a GLCC Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications, and Trademark Licenses) dated as of December 31, 1991 (together, the "Third Security Agreement"), which was recorded in the United States Patent and Trademark Office on August 20, 1992 at Reel 0889/Frame 0890 et seq. (the First Security

Agreement, Second Security Agreement, and Third Security Agreement, collectively, the "Security Agreements");

WHEREAS, Assignee, through the Security Agreements, mortgaged, pledged, and granted to Assignor a security interest in all of Assignee'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 presently existing or thereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, including, without limitation, each Trademark, Trademark registration and Trademark application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 hereto, and all of the goodwill of the business connection with use of, and symbolized by, each Trademark licensed; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Assignee against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, any Trademark or Trademark registration referred to in Schedule 1, and of any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 1, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

to secure performance of all obligations of Assignee as set out in the Security Agreements;

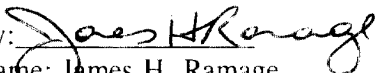
WHEREAS, the obligations of Assignee have been satisfied and Assignor no longer claims an interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby agrees and

confirms that the Security Agreements, and any and all mortgages, pledges, and security interests granted thereby are terminated and released, and all rights of Assignor in the Trademark Collateral are hereby reassigned to Assignee.

IN WITNESS WHEREOF, the undersigned has caused this RELEASE AND REASSIGNMENT to be duly executed and delivered as of the date first above written.

THE CHASE MANHATTAN BANK

By: 
Name: James H. Ramage
Title: Vice President

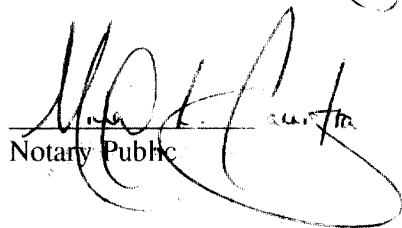


Notary Jurat

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that James H. Ramage, the Vice President of THE CHASE MANHATTAN BANK, signed to the foregoing RELEASE AND REASSIGNMENT and acknowledged before me under oath on this day that, being informed of the contents of said RELEASE AND REASSIGNMENT, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of THE CHASE MANHATTAN BANK.

Given under my hand and seal of office, this 5th day of ~~May~~ June, 1998.


Notary Public

My Commission Expires: 1/12/2000

(SEAL)

Schedule 1

GREAT LAKES CARBON CORPORATION TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registration or Appln. No.</u>	<u>Registration or Appln. Date</u>
Carbo	Mexico	215391	1988/08/09
Carbo Coke	Argentina	1814121	1988/11/14
		1814122	1988/11/14
	Canada	NS23/6575	1981/03/19
	Jamaica	819528	1983/08/28
	Mexico	42342 (App)	1988/08/23
	US	334,584	1978/08/08
Carbo Graph	US	992,268	1974/09/03
Carbocoque	Argentina	1184088	1978/08/08
		1184088	1978/08/08
Copetro	Argentina	912358	1978/04/08
		912357	1978/08/08
		912358	1978/08/08
GLC	Chile	233838	
	France	1131641	
	Italy	284873	
	Mexico	85458	1988/08/03
		88853	1988/08/03
	Norway	40892	
	Portugal	187,438	1988/07/17
	Switzerland	247108	
	US	528,073	1970/08/08
		542,929	1981/08/29
Venezuela	23981	1981/08/12	
GLC & Design (Circle)	US	680,141	1979/12/22
GLC & Design (Products You Can Trust)	Canada	138341	1979/04/17
GLC (Hexagon)	Australia	A198752	1978/08/22
		A198399	1988/08/18
		A102803	1978/08/22

TRADEMARK

REEL 0889 FRAME 896

GREAT LAKES CARBON CORPORATION TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registration or Appn. No.</u>	<u>Registration or Appn. Date</u>
	Belgium	70056	1981/07/11
	Chile	233836	1980/12/16
	Finland	24690	1981/09/27
	Japan	488237 489346	1986/06/18 1986/07/08
	New Zealand	549207	1985/05/28
	Portugal	108788	1981/07/17
	South Africa	1352/50/3 1352/50/2 1352/50/1	1978/05/28 1978/05/28 1978/05/28
	US	1,187,744	1980/08/14
GLC (New Logo)	Argentina	1031490 1088766	1981/11/02 1984/08/09
	Canada	138,341	1979/04/17
	Mexico	268342	1981/11/26
	Venezuela	1231387 Accepted for Pub. 118631-7	1986/05/13 1988/04/23
GLC + Design	US	528,763	1970/08/08
GLC and Design	Benelux	49801	
	Japan	101107/89 (App)	9/8/89
GLC in Black Hexagon	France	1068877	
	Yugoslavia	24758	
GLC in Hexagon and Circle	Philippines	213543	1985/02/08
	Yugoslavia	25068	
Hexagon	Argentina	1016028	1981/02/04
	Benelux	3227282 (App)	1982/01/18

TRADEMARK

REEL 0889 FRAME 897

GREAT LAKES CARBON CORPORATION TRADEMARKS

Mark	Country	Registration of Appl. No.	Registration of Appl. Date
	China PPR	175266	1983/04/16
	Colombia	015723	1984/07/17
	Egypt	58188	1980/11/17
	El Salvador	18003565-4	1983/08/01
	Jamaica	19978	1981/01/08
	Japan	1720933	1984/10/31
	Mexico	288042	1981/08/18
	Peru	39796	1986/07/02
	South Africa	7587/80	1980/11/17
	South Korea	78441	1981/10/19
	Spain	958686	1986/09/21
	Taiwan	160269	1981/10/01
	Thailand	117953/78370	1981/08/18
	Trinidad & Tobago	12419	1980/11/14
	United Kingdom	1143513	1980/11/07
Hexagonal Logo	Argentina	1016027	1981/02/04
		1016028	1981/02/04
	Australia	A363229	1980/11/12
		A363231	1980/11/12
	Benelux	369512	
		810003406	1983/04/19
		811001662	4/31/83
			1984/02/14
	Bulgaria	13061	
	Canada	290394	1984/04/27
	China PPR	175264	1983/04/16
		175265	1983/04/16

REEL 0889 FRAME 898

TRADEMARK

GREAT LAKES CARBON CORPORATION TRADEMARKS

<u>MARK</u>	<u>Country</u>	<u>Registration or Appln. No.</u>	<u>Registration or Appln. Date</u>
	Colombia	105723 105489 105097	7/17/84 1984/07/17 1984/07/12
	Czechoslovakia	164864	
	Dominican Republic	32298 32287 32296	1981/08/28 1981/09/25 1981/08/25
	East Germany	643428	
	Egypt	58188 58216	1980/11/17 1980/11/23
	El Salvador	1330 (App) 18003568-4	1980/12/29 1983/09/01
	France	877878 (App)	
	Greece	87760	
	Hungary	122808	
	India	389680	1980/12/10
	Italy	387638	1980/11/12
	Jamaica	19888 20002 18978	1/8/81 (Renewed 1/8/88) 1/8/81 (Renewed 1/8/88) 1/8/81 (Renewed 1/8/88)
	Japan	1735621 1687166	1984/12/20 1984/02/23
	Mexico	321161 321161 321691 324709 288337 288338	1986/08/19 1986/05/19 1986/06/19 1981/08/21 1981/03/21
	Peru	37760 38962	1986/04/21 1986/02/24
	Philippines	84611 (App)	1988/08/08

REEL 889 FRAME 899
 TRADEMARK

GREAT LAKES CARBON CORPORATION TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registration or Appln. No.</u>	<u>Registration or Appln. Date</u>
	Sabah	8/27117 Sab/27116	1980/11/27 1980/11/27
	South Africa	7599/80 7599/80	1980/11/17 1980/11/17
	South Korea	81435 81242	1982/02/15 1982/10/04
	Spain	958687 1010430	1988/08/21 1983/04/08
	Taiwan	183822 180269	1981/08/16 1981/10/01
	Thailand	117953/76370 117954/76409	1981/08/19 1981/08/19
	Trinidad & Tobago	12509 12474	1981/01/29 1981/01/07
	Turkey	89778	
	United Kingdom	1143514 1145132	1980/11/07 1980/12/08
	US	1,202,487 1,197,744	1982/07/27 1982/08/15
	USSR	69245	
	Venezuela	107147 107148 107147	1984/02/23 1984/02/23 1985/02/22
	West Germany	1039637 389512	
	Yugoslavia	30380	1987/07/23
Maxical	Benelux	387353	1983/02/04
	Denmark	3012/1983	1983/09/08
	France	1238888	1983/02/03
	Switzerland	326993	1983/01/27
	United Kingdom	8 1189161	
	West Germany	1055294	1983/02/03

TRADEMARK

REEL 0889 FRAME 900

GREAT LAKES CARBON CORPORATION TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registration or Appln. No.</u>	<u>Registration or Appln. Date</u>
Monograph	US	1,826,898	1989/02/21
Monetrode	Canada	281841	1983/07/22
	Great Britain	1184539	1982/11/02
	Mexico	274486	1982/04/01
	US	896,379 983,208	1970/08/11 1973/03/05
Monetrode & Hexagonal Logo in Circle	Canada	298813	1984/10/08
Monetrode, GLC in Black Box (Products You Can Trust)	Great Britain	1184540	1982/11/02
NOX	Nigeria	38388/80	1980/11/20
		39071/81	1981/02/04
	US	587,817	1973/04/06
Oxitarant	US	1,270,448	1984/03/20
Peratrode	US	1,288,381	1983/11/22
Unitrode	US	1,118,898	1979/06/22
		584,889	1978/07/22

RECORDED
PATENT AND TRADEMARK
OFFICE

AUG 20 1992

TRADEMARK

REEL 0889 FRAME 900A