

**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
Ceradyne, Inc.		08/18/2004	CORPORATION: DELAWARE
Ceradyne ESK, LLC		08/18/2004	Limited Liability Company: UNITED STATES
ESK Ceramics GMGH & Co. KG		08/18/2004	LIMITED PARTNERSHIP: GERMANY

**RECEIVING PARTY DATA**

Name:	Wachovia Bank, National Association
Street Address:	301 South College Street
Internal Address:	One Wachovia Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Serial Number:	78254055	CERALLOY
Serial Number:	78254047	CERADYNE
Serial Number:	78254072	CD
Serial Number:	78254119	THERMO-SIL
Registration Number:	1256111	THERMO
Registration Number:	1298058	THERMO
Registration Number:	1547830	NETSHAPE
Registration Number:	1547944	TRANSTAR
Registration Number:	2583321	DEFENDER
Registration Number:	2533815	NEEDLELOK
Serial Number:	76094335	RAMTECH

CH \$890.00 78254055

Serial Number:	75538445	CROSSDIMET
Serial Number:	75538449	CROSSTRIMET
Serial Number:	75538448	DIMET
Serial Number:	76195912	EKACAST
Serial Number:	76445584	EKADRIVE
Serial Number:	75861449	EKAGRIP
Serial Number:	75649251	EKAMOLD
Serial Number:	73569008	EKASIC
Serial Number:	73569031	EKASIN
Serial Number:	76244643	EKASLICE
Serial Number:	76414446	EKATEX
Serial Number:	75649252	EKATHERM
Serial Number:	76370197	ELLIPSOMET
Serial Number:	75384535	ESK
Registration Number:	1217140	ESK
Serial Number:	75538427	FLASHMET
Serial Number:	76370196	LASERMET
Serial Number:	75743429	SINETA
Serial Number:	75743428	SINOVA
Registration Number:	720820	TETRABOR
Registration Number:	720828	TETRABOR
Registration Number:	720869	TETRABOR
Registration Number:	720925	TETRABOR
Serial Number:	75538447	TRIMET

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Keum A. Yoon  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 33444/45

NAME OF SUBMITTER: James Henry Lik

**Total Attachments: 18**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of August 18, 2004, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of WACHOVIA BANK, NATIONAL ASSOCIATION ("*Wachovia*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below); *provided* that ESK KG shall not be a party to this Agreement on the Closing Date but instead shall become a party to this Agreement effective automatically and without any further action on the part of any Loan Party or any other Person upon (i) consummation of the Transfer and (ii) irrevocable receipt of an amount equal to EUR 104,073,429.29 in the Escrow Account (the "*Target Effective Date*").

WHEREAS, Ceradyne, Inc., Ceradyne ESK, LLC and ESK Ceramics GmbH & Co. KG have entered into a Credit Agreement dated as of August 18, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Wachovia Bank, National Association, as Administrative Agent and as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of August 18, 2004 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"); *provided* that the security interest granted by ESK KG hereunder shall become effective automatically and without any further action on the part of any Loan Party or any other Person only upon the Target Effective Date:

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in

United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise; *provided*, that Collateral of ESK KG shall secure the Secured Obligations in an amount not to exceed EUR 104,073,429.29 (or such other amount as agreed as adjusted purchase price between the Seller and Ceradyne in writing and notified by the Escrow Agents in writing to the Collateral Agent) until such amount shall have been irrevocably received in the account designated by the Seller in writing to the Escrow Agents, at which time Collateral of ESK KG shall secure all of the Secured Obligations.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

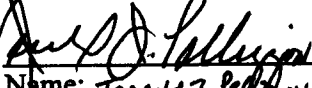
**SECTION 4. Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 6. Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

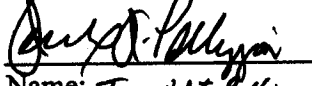
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CERADYNE, INC.

By   
Name: Jerrald J. Pellieron  
Title: CFO

Address for Notices:  
3169 Redhill Avenue  
Costa Mesa, CA 92626

CERADYNE ESK, LLC

By   
Name: Jerrald J. Pellieron  
Title: CFO

Address for Notices:  
3169 Redhill Avenue  
Costa Mesa, CA 92626

ESK CERAMICS GMBH & CO. KG

By \_\_\_\_\_  
Name:  
Title:

Address for Notices:  
Max-Scheidhauf-Strasse 25  
Kempten 87437  
Germany

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

CERADYNE, INC.

By \_\_\_\_\_  
Name:  
Title:

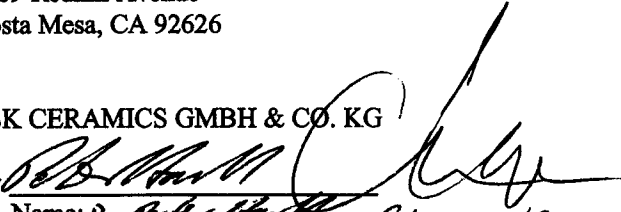
Address for Notices:  
3169 Redhill Avenue  
Costa Mesa, CA 92626

CERADYNE ESK, LLC

By \_\_\_\_\_  
Name:  
Title:

Address for Notices:  
3169 Redhill Avenue  
Costa Mesa, CA 92626

ESK CERAMICS GMBH & CO. KG

By   
Name: *Clemens Kipper*  
Title: *Executive Vice President*

Address for Notices:  
Max-Scheidhauf-Strasse 25  
Kempten 87437  
Germany



**SCHEDULE A**

**Patents**

<b>Grantor</b>	<b>Patent Titles</b>	<b>Country</b>	<b>Patent No.</b>	<b>Applic. No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
<b>A. CERADYNE, INC.</b>						
1.2	CERAMIC ORTHODONTIC BRACKET WITH ARCHWIRE SLOT LINER	United States	5,358,402		10-25-93	10-25-94
2.*	CERAMIC ORTHODONTIC BRACKET	United States	4,954,080		9-21-88	9-4-90
3.	MONOLITHIC CERAMIC GOLF CLUB PUTTER HEAD AND METHOD OF MANUFACTURE THEREOF	United States	5,340,107		3-19-93	8-23-94
4.	HIGH THERMAL CONDUCTIVITY ALN-SIC COMPOSITE ARTIFICIAL DIELECTRIC MATERIAL	United States		09/317,740	5-24-99	(Pending)
5.	PIGMENTED SILICON NITRIDE	United States	6,004,895		3-11-98	12-21-99
6.	HIGH DIELECTRIC MONOLITHIC Si3N4	United States		09/296,374	4-22-99	(Pending)
7.	HIGH THERMAL CONDUCTIVITY DIELECTRICALLY LOSSY MATERIALS BASED ON ALUMINUM NITRIDE-CARBON COMPOSITES AND A METHOD OF FABRICATION THEREOF	United States		09/296,373	4-22-99	(Pending)

<sup>2</sup> Patents numbers 1 and 2 are jointly owned by Ceradyne, Inc. and 3M Unitek.

Grantor	Patent Titles	Country	Patent No.	Applic. No.	Filing Date	Issue Date
8.	HIGH THERMAL CONDUCTIVITY ALN FOR MICROWAVE TUBE APPLICATIONS	United States		09/419,884	10-18-99	(Pending)
9.	IMPROVED CERAMIC ARRAY ARMOR	United States	6,532,857		5-12-00	3-18-03
10.	A TUNABLE LOSSY DIELECTRIC CERAMIC MATERIAL HAVING ZrC AS A DISPERSED SECOND PHASE	United States		09/624,421	17-24-00	(Pending)
11.	METHOD AND APPARATUS FOR MAKING HIGH PURITY SILICA POWDER BY BALL MILLING	United States		10/351,035	1-24-03	(Pending)
12.	LIGHTWEIGHT CERAMIC ARMOR WITH IMPROVED BLUNT TRAUMA PROTECTION	United States		10/186,822	7-21-02	(Pending)
13.	MAKING HOT PRESSED SILICON NITRIDE BY USE OF LOW DENSITY REACTION BONDED BODY	United States	5,302,328		7-19-83	4-12-94
14.	IMPROVED DISPENSER CATHODE AND METHOD OF MANUFACTURE THEREFOR	France	PV 87 04 567		4-1-87	4-1-87
15.	IMPROVED DISPENSER CATHODE AND METHOD OF MANUFACTURE THEREFOR	Great Britain	2188771		4-9-87	3-9-87

Grantor	Patent Titles	Country	Patent No.	Applic. No.	Filing Date	Issue Date
16.	IMPROVED DISPENSER CATHODE AND METHOD OF MANUFACTURE THEREFOR	Holland	8700652		3-20-87	3-20-87
17.	IMPROVED DISPENSER CATHODE AND METHOD OF MANUFACTURE THEREFOR	Italy	4/77830		3-26-87	2-9-89
18.	IMPROVED DISPENSER CATHODE AND METHOD OF MANUFACTURE THEREFOR	West Germany	P3708 687.1		3-17-87	3-17-87
19.	IMPROVED DISPENSER CATHODE AND METHOD OF MANUFACTURE THEREFOR	United States	4,823,044		2-10-88	4-18-89
20.	HIGH THERMAL EFFICIENCY DISPENSER CATHODE AND METHOD OF MANUFACTURE THEREFOR	United States	5,218,263		8-8-91	6-8-93
21.	CERAMIC SUPPORT ARM FOR MOVABLY POSITIONING TRANSDUCERS	United States	4,949,194		2-26-98	8-14-90
<b>B. CERADYNE ESK, LLC</b>	None	None	None	None	None	None
<b>C. ESK CERAMICS GMBH &amp; CO. KG</b>	See Annex A to Schedule V					

**SCHEDULE B**

**Domain Names and Trademarks**

<b>Grantor</b>	<b>Domain Name/Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Applic. No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
<b>A. CERADYNE, INC.</b>						
1.	Ceralloy	United States		78/254,055	5-23-03	(Pending)
2.	Ceradyne	United States		78/254,047	5-23-03	(Pending)
3.	CD & Design	United States		78/254,072	5-23-03	(Pending)
4.	Ceradyne	West Germany	C 34 119/19 WZ		5-3-85	7-1-88
5.	Thermo-Sil	United States		78/254,119	5-23-03	(Pending)
6.	Thermo	United States	1,256,111		4-15-80	11-1-83
7.	Thermo	United States	1,295,058		4-17-80	9-25-84
8.	Semicon	Great Britain	1102806		10-11-78	10-11-78
9.	Netshape	United States	1,547,830		3-8-88	7-18-89
10.	Transtar	United States	1,547,944		11-25-88	7-18-89
11.	Defender	United States	2,583,321		4-14-00	6-18-02
12.	Needlelok	United States	2,533,815		7-24-00	1-29-02
13.	Ramtech	United States		76/094,335	7-24-00	(Pending)
14.	www.ceradyne.com					
<b>B. CERADYNE ESK, LLC</b>	None	None	None	None	None	None
<b>C. ESK CERAMICS GMBH &amp; CO. KG</b>	See Annex A to Schedule V					

**SCHEDULE C**

**Copyrights**

<b>Grantor</b>	<b>Title of Work</b>	<b>Country</b>	<b>Title</b>	<b>Reg. No.</b>	<b>Applic. No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
<b>A. CERADYNE, INC.</b>	No registered copyrights						
<b>B. CERADYNE ESK, LLC</b>	None	None	None	None	None	None	None
<b>C. ESK CERAMICS GMBH &amp; CO. KG</b>	See Annex A to Schedule V						

ANNEX A to  
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**ESK Ceramics GmbH & Co. KG: Intellectual Property (US)**

**Patents (registered in the US)**


Grantor	Patent Titles	Country	Patent No.	Applic. No.	Filing Date	Issue Date
<b>C. ESK CERAMICS GMBH &amp; CO. KG</b>		United States (all)				
1.	Pressure-sintered, polycrystalline mixed materials with a base of hexagonal boron nitride, oxides and carbides		4,885,264	345,201	4-28-89	12-5-89
2.	Composite materials based on boron carbide, titanium diboride and elemental carbon and processes for the preparation of same		5,543,370	08/248,388	5-24-94	8-6-96
3.	Bearing material of silicon carbide		5,939,185	08/959,972	10-29-97	8-17-99
4.	Ceramic flash TV evaporator		6,081,652	09/129,009	8-4-98	6-27-00
5.	Process for producing a ceramic evaporation boat having an improved initial wetting performance		6,645,572	09/946,704	9-5-01	11-11-03
6.	Connecting element for the frictional connection of components		6,347,905	09/417,165	10-12-99	2-19-02
7.	Elliptical ceramic evaporators		6,085,025	09/315,320	5-20-99	7-4-00

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Grantor	Patent Titles	Country	Patent No.	Applic. No.	Filing Date	Issue Date
8.	Liquid-phase-sintered SiC shaped bodies with improved fracture toughness and a high electric resistance		6,531,423	09/612,168	7-8-00	3-11-03
9.	Ceramic flash TV evaporator		6,411,775	09/721,843	11-24-00	6-25-02
10.	Nickel-diamond coated saw wire with improved anchoring of the diamond particles			10/275,321	5-3-01	(pending)
11.	Graphite coated shaped body made of sintered silicon carbide			09/947,798	9-6-01	(pending)
12.	Process for recycling side-dams for the continuous casting of thin steel strip			10/021,518	10-30-01	(pending)
13.	Self-locking fastening element for friction-locking connections			10/252,775	9-23-02	(pending) <i>note: joint application together with General Motors Corp.</i>
14.	Force transmitting surface layer and process for its production			19/256,640	9-27-02	(pending)
15.	Multi-wire saw with improved bearing			10/353,898	1-29-03	(pending)
16.	Method for the batch coating of saw wire			10/463,738	6-17-03	(pending)

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**Trademarks (registered in the US)**

Grantor	Trademark	Country	Reg. No.	Applic. No.	Filing Date	Issue Date
<b>C. ESK CERAMICS GMBH &amp; CO. KG</b>		United States (all)				
1.	BORONID	United States (IR)				(pending)
2.	CrossDiMet	United States	2,361,376	75/538,445	8-18-98	6-27-00
3.	CrossTriMet	United States	2,420,456	75/538,449	8-18-98	1-16-01
4.	DiMet	United States	2,361,377	75/538,448	8-18-98	6-27-00
5.	EKacast	United States	2,676,465	76/195,912	1-18-01	1-21-03
6.	EKadrive	United States	2,829,302	76/445,584	8-28-02	4-6-04
7.	EKagrip	United States	2,561,031	75/861,449	12-1-99	4-16-02
8.	EKamold	United States	2,397,089	75/649,251	2-26-99	10-24-00
9.	EKasic	United States	1,432,606	73/569,008	11-18-85	3-17-87
10.	EKasin	United States	1,451,591	73/569,031	11-18-85	8-11-87
11.	EKaslice	United States	2,591,206	76/244,643	4-23-01	7-9-02
12.	EKatex	United States	2,774,812	76/414,446	5-28-02	10-21-03
13.	EKatherm	United States	2,399,244	75/649,252	2-26-99	10-31-00
14.	EllipsoMet	United States	2,706,578	76/370,197	2-13-02	4-15-03
15.	ESK	United States	2,418,536	75/384,535	11-4-97	1-9-01
16.		United States	1,217,140	218,277	6-4-79	11-23-82
17.	FlashMet	United States	2,361,375	75/538,427	8-18-98	6-27-00
18.	LaserMet	United States	2,723,538	76/370,196	2-13-02	6-10-03
19.	MYCRONID	United States (IR)				(pending)
20.	MYCROSINT	United States (IR)				(pending)
21.	Sineta	United States	2,432,951	75/743,429	7-6-99	3-6-01



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Security Agreement**

<b>Grantor</b>	<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Applic. No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
<b>22.</b>	SiNova	United States	2,519,124	75/743,428	7-6-99	12-18-01
<b>23.</b>	SINOVA	United States (IR)				(pending)
<b>24.</b>	SINTERMICS	United States (IR)	818,878			1-8-04
<b>25.</b>	Tetrabor	United States	720,820	79636	8-17-59	9-5-61
			720,828	79637	8-17-59	9-5-61
			720,869	79638	8-17-59	9-5-61
			720,925	79635	8-17-59	9-5-61
<b>26.</b>	TriMet	United States	2,427,820	75/538,447	8-18-98	2-13-01

**ANNEX A to  
Schedule V to the  
Security Agreement**

**Trade Names**

Grantor	Trade Name	Country
<b>C. ESK CERAMICS GMBH &amp; CO. KG</b>		
1.	ADVANCED MATERIAL SOLUTIONS	worldwide

**Copyrights (registered in US)**

Grantor	Title of Work	Country	Title	Reg. No.	Applic. No.	Filing Date	Issue Date
<b>C. ESK CERAMICS GMBH &amp; CO. KG</b>			<i>n.a.</i>				

**ANNEX A to  
Schedule V to the  
Security Agreement**

**IP Agreements (with parties in the US)**

<b><u>Grantor</u></b>	<b><u>IP Agreements</u></b>
<b>C. ESK CERAMICS GMBH &amp; CO. KG</b>	
<b>1.</b>	Joint Invention Agreement, dated August 21, 1990, with Exolon-ESK Company
<b>2.</b>	Joint Invention Agreement, dated September 30, 1990, with General Motors Corp.
<b>3.</b>	Entrusted R & D Agreement, dated February 26, 2003, with Rutgers, The State University of New Jersey
<b>4.</b>	Patent-Licence, dated June 23, 1998, granted to Carborundum Company

**WACKER CERAMICS**

DR. PETER HARTL  
PRESIDENT

ESK Ceramics GmbH & Co. KG  
Max-Schaldauf-Strasse 25  
87437 Kempten, Germany  
Tel. +49 831 5618-400  
Fax +49 831 5618-8488  
peter.hartl@wacker.com

A subsidiary of Wacker-Chemie GmbH

ESK Ceramics GmbH & Co. KG  
Max-Schaldauf-Strasse 25, 87437 Kempten, Germany

World Intellectual Property Organization  
Trademark Department  
34, chemin des Colombettes, P.O. Box 18  
1211 Geneva 20, Switzerland

August 17, 2004

**Recordation of Security Interest on International Trademark Registrations  
of ESK Ceramics GmbH & Co. KG in favor of Wachovia Bank, National Association**

Ladies and Gentlemen:

Pursuant to that (i) certain Credit Agreement dated as of August 18, 2004, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among ESK Ceramics GmbH & Co. KG (the "**Holder**"), Ceradyne, Inc., Ceradyne ESK, LLC, (collectively, the "**Grantors**") and Wachovia Bank, National Association (the "**Beneficiary**"), as administrative agent and as collateral agent, and the lender parties party thereto, (ii) certain Security Agreement dated as of August 18, 2004 among the Grantors and the Beneficiary (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), and (iii) certain Intellectual Property Security Agreement, dated as of August 18, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**IP Security Agreement**") attached hereto, the Grantors have granted to the Beneficiary, for the ratable benefit of the secured parties, a security interest (this "**Restriction**") in, among other property, certain intellectual property of the Grantors, including the following international trademark registrations of the Holder:

1. BORONID (pending)
2. MYCRONID (pending)
3. MYCROSINDT (pending)
4. SINOVA (pending)
5. SINTERMICS, International Registration Number 818,878

Registered Office: Kempten, Germany  
Local Court: Kempten HRA 8154  
Executive Board/General Partner  
ESK Ceramics Geschäftsführungs GmbH  
Local Court: Kempten HRB 8408  
Executive Board:  
Dr. Peter Hartl  
Clemens Kippes

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**WACKER CERAMICS**

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Please record this Restriction for all the Contracting Parties designated in the above mentioned international trademark registrations of the Holder in favor of the Beneficiary, effective as of August 18, 2004.

Sincerely,

ESK CERAMICS GMBH & CO. KG, the Holder

By 

Name: Dr. Peter Hartl

Title: President

By 

Name: Clemens Kippes

Title: Executive Vice President