

10-01-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORDED
TR/ 102849462

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

AGY Holding Corp.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) April 2, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Cit Group/Business Credit, Inc.

Internal Address: _____

Street Address: 1121 Avenue of the Americas

City: New York

State: New York

Country: United States Zip: 10036

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 76/567,232
78/373,768
78/373,839

B. Trademark Registration No.(s) 2,100,453
971,424 989,414 865,421 771,656

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Ve Tron	ZENTRON	S-2 GLASS	BETA
AGY	S-2GLASS	401	
AGY & Design			

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jenifer deWolf Paine

Internal Address: _____

Street Address: 1585 Broadway

City: New York

State: New York Zip: 10036-8299

Phone Number: 1-212-969-3000

Fax Number: 1-212-969-2900

Email Address: jpaine@proskauer.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 16-2500
Authorized User Name Paine

9. Signature: _____

Max Smith
Signature

Max Smith

Name of Person Signing

September 29, 2004
Date

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/30/2004 ECOOPER 00000220 162500 76567232

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

TRADEMARK
REEL: 003054 FRAME: 0395

CIT TRADEMARK SECURITY AGREEMENT

This CIT 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 THE CIT GROUP/BUSINESS CREDIT, INC., in its capacity as agent for the Lenders (as defined in the Financing Agreement described below) (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement of dated as of April 2, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Financing 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 other Subsidiaries (as defined in the Financing Agreement) of the Borrowers party thereto as guarantors, any other party which now or hereafter becomes a lender (the "Lenders"), and the Agent, the Lenders have agreed to make certain loans and other financial commitments available to the Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Financing Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Lenders, 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 Financing Agreement. For purposes of this Trademark Security Agreement, the following term shall have the following meaning:

(a) Intellectual Property Licenses means with respect to each Grantor, all of such Grantor's rights under or interest in any patent, trademark, copyright or other intellectual property, including software license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule I attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Lenders' rights under the Financing Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by such Grantor and now or hereafter covered by such licenses.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest, subject to the Intercreditor Agreement, 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, but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; 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 Agent, for the benefit of the Lenders, pursuant to the Financing Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Financing 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 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 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 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.

6. Term Loan Obligations; Intercreditor Agreement. To the extent the compliance by any Grantor of its obligations hereunder with respect to any Trademark Collateral would result in a breach by such Grantor of its obligations under the Term Loan Agreement, the failure of such Grantor to comply with the terms of this Trademark Security Agreement shall not constitute a default hereunder unless and until the obligations under the Term Loan Agreement have been satisfied in full and the Term Loan Agreement has been terminated. The provisions of this Trademark Security Agreement shall be subject to the terms and conditions of the Intercreditor Agreement. In the event of an inconsistency between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement will prevail.

[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 day of April, 2004.

AGY HOLDING CORP.

NOTARY PUBLIC

[Signature]

By: [Signature]

Name: Gary Bernhardt

Title: President

My Commission Expires: [Signature]

Notary Public, State of New York
No. 02CH6073502
Qualified in New York County
Commission Expires April 22, 2008

Sworn to and subscribed before me this 2 day of April, 2004.

AGY AIKEN LLC
BY: AGY HOLDING CORP., its sole member

NOTARY PUBLIC

[Signature]

By: [Signature]

Name: Gary Bernhardt

Title: President

My Commission Expires: [Signature]

Notary Public, State of New York
No. 02CH6073502
Qualified in New York County
Commission Expires April 22, 2008

Sworn to and subscribed before me this 2 day of April, 2004.

AGY HUNTINGDON LLC
BY: AGY HOLDING CORP., its sole member

NOTARY PUBLIC

[Signature]

By: [Signature]

Name: Gary Bernhardt

Title: President

My Commission Expires: [Signature]

Notary Public, State of New York
No. 02CH6073502
Qualified in New York County
Commission Expires April 22, 2008

Sworn to and subscribed before me this 2 day of April, 2004.

ACCEPTED AND ACKNOWLEDGED
BY: THE CIT GROUP/BUSINESS CREDIT, INC., as the Agent

NOTARY PUBLIC

[Signature]

By: [Signature]

Name: Albert J. Forzano

Title: Vice President

My Commission Expires: [Signature]
MICHAEL J. CHIARAVALLOTTI
Notary Public, State of New York
No. 02CH6073502
Qualified in New York County
Commission Expires April 22, 2008

464242

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See attached

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See attached

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-2 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

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

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

4574/11120-006 NYWORD/267650v1

RECORDED: 09/29/2004

TRADEMARK
REEL: 003054 FRAME: 0404