

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
FERRO CORPORATION		06/06/2006	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	NATIONAL CITY BANK, AS COLLATERAL AGENT
Street Address:	1900 East Ninth Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	BANK:

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	1952736	GAPEX
Registration Number:	1548742	BETTER ADDITIVES
Registration Number:	1542144	SLIP-EZE
Registration Number:	2419622	COLORGUARD
Registration Number:	2510833	SUPERSHIELD
Registration Number:	1728221	APC
Registration Number:	2278998	APA ADVANCED POLYMER ALLOYS
Registration Number:	1296199	ALCRYN
Registration Number:	2381553	PURFICTPURGE
Registration Number:	2711906	COOL COLORS
Registration Number:	2735600	REALEASE
Registration Number:	2674257	SYNPRO
Registration Number:	2900560	DURAGRIP
Registration Number:	1855044	RXLOY

OP \$1590.00 1952736

Registration Number:	1837616	OPTUM
Registration Number:	1779957	PDI
Registration Number:	1453772	FERRENE
Registration Number:	1424498	CHEK-MATE
Registration Number:	1393723	ALOX
Registration Number:	1384866	FERREX
Registration Number:	1382918	FERROFLO
Registration Number:	1382917	FERROCON
Registration Number:	1280330	FERROFLEX
Registration Number:	1226404	KINEMAX
Registration Number:	1221372	AMERICAL
Registration Number:	1455961	FERROPAK
Registration Number:	1148550	MULTIFIRE
Registration Number:	1112060	SPECTRAFLO
Registration Number:	1105842	PERC
Registration Number:	1063622	UV-CHEK
Registration Number:	1048383	SATINAL
Registration Number:	1045181	PLAS-CHEK
Registration Number:	1041570	THERM-CHEK
Registration Number:	1041567	CATA-CHEK
Registration Number:	1011327	MICRO-CHEK
Registration Number:	1004166	CONDUCTROX
Registration Number:	923047	MIRAMAX
Registration Number:	839806	CE-RITE
Registration Number:	812789	TIZOX
Registration Number:	794281	
Registration Number:	785791	CORDOBOND
Registration Number:	781180	VIBROXIDE
Registration Number:	710108	
Registration Number:	708245	ZOX
Registration Number:	684616	FERRO
Registration Number:	549848	FERRO
Registration Number:	545912	FERRO
Registration Number:	419066	
Registration Number:	265127	SANTICIZER

Registration Number:	1451596	THERMCON
Registration Number:	2820432	PUROLYTE
Registration Number:	2988075	ACE
Registration Number:	2988044	EFFAR
Serial Number:	78369147	CYCLESAYER
Serial Number:	78387957	PHARMAGLYME
Serial Number:	78387958	GASSOLV
Serial Number:	78387964	AUROSOLV
Serial Number:	78412421	TRANSBLOCKER
Serial Number:	78412425	VITA-PRO-TECTA
Serial Number:	78412428	PURACOLOR
Serial Number:	78627318	MCS
Serial Number:	78719112	LENSMAX
Registration Number:	1836504	GEODE

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-701-7237
Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 71 S. Wacker Drive
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	06/07/2006

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 6, 2006 (this "Agreement"), is made by FERRO CORPORATION, an Ohio corporation (the "Grantor"), in favor of NATIONAL CITY BANK, as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, this Agreement is made pursuant to the Credit Agreement, dated as of June 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the various financial institutions and other Persons from time to time party thereto (the "Lenders"), the Credit Suisse, Cayman Islands Branch, as the Term Loan Administrative Agent, National City as the Revolving Loan Administrative Agent and the Collateral Agent, and Keybank National Association, as the Documentation Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill

of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

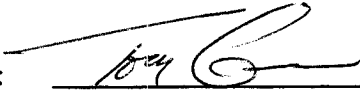
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

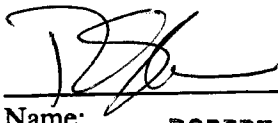
* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

FERRO CORPORATION

By: 
Name: Thomas M. Gannon
Title: Chief Financial Officer

NATIONAL CITY BANK,
as Collateral Agent

By: 
Name: ROBERT S. COLEMAN
Title: SENIOR VICE PRESIDENT

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SEE ATTACHED			

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
SEE ATTACHED			

Trademark Applications in Preparation

<u>Expected Country</u>	<u>Products/ Trademark</u>	<u>Docket No.</u>	<u>Filing Date</u>	<u>Services</u>
None.				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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Licensor: Ferro Corporation

Licensee: Ege-Ferro Kimya Sanayi ve Ticaret Anonim Sirket

Territory: Azerbaijan, Bulgaria, Kazakhstan, Kyrgyzstan, Lebanon, Romania, Syria, Tajikistan, Turkmenistan, Turkey and Uzbekistan (and Iran and Iraq subject to U.S. laws).

Effective Date: October 1, 2002

Expiration Date: December 31, 2007

Subject Matter: Royalty bearing technology and trademark license relating to portions of Ferro's porcelain enamel technology and product lines.

Matter ID	Mark	Status	Application No.	Filing Date	Registration No.	Issue Date	Owner
600	GEODE	Registered	74/348352	6/1/1993	1836504	5/17/1994	Ferro Corporation
603	GAPEX	Registered	74/596302	11/4/1994	1952736	1/30/1996	Ferro Corporation
630	BETTERADDITIVES	Registered	73/707748	1/26/1988	1548742	7/18/1989	Ferro Corporation
635	SLIP-EZE	Registered	73/758973	10/21/1988	1542144	6/6/1989	Ferro Corporation
649	COLORGUARD	Registered	75/484714	5/13/1998	2419622	1/9/2001	Ferro Corporation
650	SUPERSHIELD	Registered	75/497134	6/3/1998	2510833	11/20/2001	Ferro Corporation
653	APC and design	Registered	74/189460	7/29/1991	1728221	10/27/1992	Ferro Corporation
655	APA ADVANCED POLYMER ALLOYS	Registered	75/45213	3/19/1998	2,278,998	9/21/1999	Ferro Corporation
676	ALCRYN	Registered	73/436055	7/25/1983	1296199	9/18/1984	Ferro Corporation
698	PURFICTPURGE	Registered	75/833535	10/28/1999	2381553	8/29/2000	Ferro Corporation
706	COOL COLORS	Registered	76/220988	3/7/2001	2711906	4/29/2003	Ferro Corporation
707	RELEASE	Registered	78/057819	4/11/2001	2735600	7/8/2003	Ferro Corporation
709	SYNPRO and design	Registered	76/302885	8/22/2001	2674257	1/14/2003	Ferro Corporation
711	DURAGRIP	Registered	78/097852	12/12/2001	2900560	11/2/2004	Ferro Corporation
12038	RXLOY	Registered	74/231572	12/18/1991	1855044	9/20/1994	Ferro Corporation
12039	OPTUM	Registered	74/419595	7/29/1993	1837616	5/31/1994	Ferro Corporation
12040	PDI	Registered	74/315490	9/21/1992	1779957	7/6/1993	Ferro Corporation
12073	FERRENE	Registered	73/641625	1/28/1987	1453772	8/25/1987	Ferro Corporation
12074	CHEK-MATE	Registered	73/603155	6/9/1986	1424498	1/13/1987	Ferro Corporation
12077	ALOX	Registered	73/562656	10/10/1985	1393723	5/20/1986	Ferro Corporation

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REEL: 003323 FRAME: 0295

12079	FERREX	Registered	73/523251	2/21/1985	1384866	3/4/1986	Ferro Corporation
12080	FERROFLO	Registered	73/551682	8/5/1985	1382918	2/18/1986	Ferro Corporation
12081	FERROCON	Registered	73/551667	8/5/1985	1382917	2/18/1986	Ferro Corporation
12085	FERROFLEX	Registered	73/365359	5/19/1982	1280330	6/5/1984	Ferro Corporation
12086	KINEMAX	Registered	73/301686	3/18/1981	1226404	2/8/1983	Ferro Corporation
12089	AMERICAL	Registered	73/309699	5/11/1981	1221372	12/28/1982	Ferro Corporation
12094	FERROPAK	Registered	73/642159	1/30/1987	1455961	9/8/1987	Ferro Corporation
12101	MULTIFIRE	Registered	73/185728	9/15/1978	1148550	3/24/1981	Ferro Corporation
12104	SPECTRAFLO	Registered	73-160727	3/3/1978	1112060	1/30/1979	Ferro Corporation
12105	PERC	Registered	73/146902	11/2/1977	1105842	11/14/1978	Ferro Corporation
12107	UV-CHEK	Registered	73/068309	11/7/1975	1063622	4/19/1977	Ferro Corporation
12108	SATINAL	Registered	73/074664	1/19/1976	1046383	9/21/1976	Ferro Corporation
12109	PLAS-CHEK	Registered	73/068313	11/7/1975	1045181	8/3/1976	Ferro Corporation
12110	THERM-CHEK	Registered	73/068314	11/7/1975	1041570	6/22/1976	Ferro Corporation
12111	CATA-CHEK	Registered	73/068310	11/7/1975	1041567	6/22/1976	Ferro Corporation
12116	MICRO-CHEK	Registered	73/017680	4/1/1974	1011327	5/27/1975	Ferro Corporation
12119	CONDUCTROX	Registered	73/030870	8/30/1974	1004166	2/11/1975	Ferro Corporation
12123	MIRAMAX	Registered	72/371841	9/24/1970	923047	11/2/1971	Ferro Corporation
12124	CE-RITE	Registered	72/252139	8/10/1966	839806	12/5/1967	Ferro Corporation
12126	TIZOX	Registered	72/195174	6/8/1964	812789	8/16/1966	Ferro Corporation

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REEL: 003323 FRAME: 0296

12129	Check-In-Circle design	Registered	72/200837		8/28/1964	794281		8/17/1965	Ferro Corporation
12130	CORDOBOND	Registered	72/195995		6/11/1964	785791		3/2/1965	Ferro Corporation
12132	VIBROXIDE	Registered	72/189680		3/13/1964	781180		12/8/1964	Ferro Corporation
12137	Check-In-Circle design	Registered	72/063815		12/8/1958	710108		1/24/1961	Ferro Corporation
12138	ZOX	Registered	72/091881		2/29/1960	708245		12/13/1960	Ferro Corporation
12142	FERRO	Registered	72/063300		11/28/1958	684616		9/8/1959	Ferro Corporation
12146	FERRO design	Registered	71/585520		9/29/1949	549848		10/23/1951	Ferro Corporation
12147	FERRO	Registered	71585519		9/29/1949	545912		7/31/1951	Ferro Corporation
12149	Check-In-Circle design	Registered	71/473776		8/31/1944	419066		2/5/1956	Ferro Corporation
12239	SANTICIZER	Registered	71/280931			265127		12/17/1929	Ferro Corporation
12469	THERMCON	Registered	606045		6/23/1986	1451596		8/11/1987	Ferro Corporation
13074	PUROLYTE	Registered	78/114442		3/13/2002	2820432		3/2/2004	Ferro Corporation
14184	ACE	Registered	78/264616		6/19/2003	2988075		8/23/2005	Ferro Corporation
14807	EFFAR	Registered	78/246195		5/6/2003	2988044		8/23/2005	Ferro Corporation
15346	CYCLESAYER	On File	78869147		2/17/2004				Ferro Corporation
15406	PHARMAGLYME	On File	78/387957		3/20/2004				Ferro Corporation
15407	GASSOLV	On File	78/387958		3/20/2004				Ferro Corporation
15408	AUROSOLV	On File	78/387964		3/20/2004				Ferro Corporation
15474	TRANSBLOCKER	On File	78/412421		5/3/2004				Ferro Corporation
15475	VITA-PRO-TECTA	On File	78/412425		5/3/2004				Ferro Corporation

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15476	PIURACOLOR	On File	78/412428	5/3/2004		Ferro Corporation
16083	MCS	On File	78/627318	5/11/2005		Ferro Corporation
16243	LENSMAX	On File	78/719112	9/23/2005		Ferro Corporation