

Form PTO-1594  
(rev 06/04)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

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
- Other

Citizenship Delaware  
Execution Date(s) June 5, 2006  
Additional name(s) of conveying party(ies) attached?  Yes  No

- Association
- Limited Partnership

**2. Name and Address of receiving party(ies)**  
Additional name(s) & address(es) attached?  Yes  No  
Name: UBS AG, Stamford Branch

Internal Address: \_\_\_\_\_  
Street Address: 677 Washington Boulevard  
City: Stamford  
State: Connecticut  
Country: USA Zip: 06901

- Association - Citizenship \_\_\_\_\_
- General Partnership - Citizenship \_\_\_\_\_

- Limited Partnership - Citizenship \_\_\_\_\_
- Corporation - Citizenship \_\_\_\_\_
- Other Stamford, Connecticut branch of a Swiss financial institution  
Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Government Interest Assignment  
 Other First Lien Security Agreement

**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).

B. Trademark Registration No(s).

3032998      3021917      865421

Additional numbers attached?  Yes  No

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

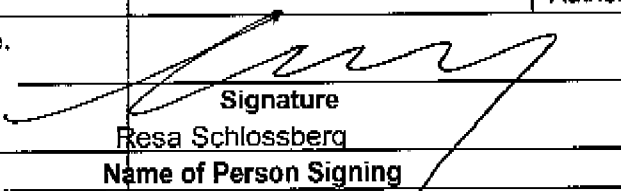
Resa Schlossberg, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036  
Tel: (212) 735-3467  
Fax: (917) 777-3467  
rschloss@skadden.com

**6. Total number of applications and registrations involved:** # 3

**7. Total fee (37 CFR 1.21(h) and 3.41) \$90**  
 All fees and any deficiencies are authorized to be charged to Deposit Account  
**(Our Ref. 698510/0099)**

**8. Payment Information**  
Deposit Account No. 19-2385  
Authorized user Name: Evans Richardson

**9. Signature.**

  
\_\_\_\_\_  
Signature  
Resa Schlossberg  
Name of Person Signing

August 28, 2006  
Date

Total number of pages including cover sheet, and documents: # 6

CIH \$90.00 192385 3032998

First Lien Trademark Security Agreement

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 5, 2006, by AGY HOLDING CORP. (as successor to KAGY ACQUISITION CORP.) (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is a party to a first lien Security Agreement, dated as of April 7, 2006 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

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**SECTION 4. Termination.** Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

**SECTION 5. Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AGY HOLDING CORP.

By: Douglas J. Mattscheck  
Name: Douglas J. Mattscheck  
Title: President and CEO

STATE OF SOUTH CAROLINA )  
  ) SS.  
COUNTY OF AIKEN                  )

I, a notary public, in and for the county and state aforesaid, do hereby certify that the above named person appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 31st day of May, 2006.

Debra M. Thomas  
Notary Public

My commission expires: 1/2/2014

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name: Richard L. Tavrow  
Title: Director

By:   
Name: Irja R. Osa  
Title: Associate Director

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**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**U.S. Trademarks**

**Registered Marks**

[REDACTED]		
AGY (Block Letters)	3032998	12/20/05
AGY and Design	3021917	11/29/05
401	865421 <sup>A</sup>	2/25/69

<sup>A</sup> No Certificate of Registration in files.

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