

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Trademarks and Applications

UNITED STATES FEDERAL TRADEMARKS

FOREIGN TRADEMARKS

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
Kemet Blue Powder Corporation	31363119	United States	Design
Kemet Blue Powder Corporation	3165658	United States	Design
Kemet Blue Powder Corporation	3228311	United States	NIOTAN

Applications:

None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 8, 2013 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), between KEMET BLUE POWDER CORPORATION ("Grantor"), and BANK OF AMERICA, N.A., as agent (in such capacity, the "Agent") for the Lenders (as defined in the Loan Agreement (as defined below)).

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, Grantor, KEMET Electronics Corporation, KEMET Foil Manufacturing, LLC and KEMET Electronics Marketing (S) PTE Ltd. (collectively, "Borrowers"), Agent and certain lending institutions (collectively, the "Lenders") are parties to that certain Loan and Security Agreement, dated as of September 30, 2010 (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), and various documents, instruments, guaranties and agreements delivered contemporaneously herewith in connection therewith (all of the foregoing, together with this Trademark Security Agreement and the Loan Agreement, as the same may now exist or may hereafter be amended, amended and restated, supplemented or otherwise modified, renewed, or replaced from time to time, are collectively referred to herein as the "Agreements"), pursuant to which, among other things, Agent and Lenders may make loans and certain other financial accommodations to or for the benefit of Borrowers; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement and the other Agreements that, among other things, Grantor enter into this Trademark Security Agreement in order to grant a security interest in the Trademarks, as hereinafter defined, in favor of the Agent on behalf of the Secured Parties, to secure the Obligations as hereinafter provided.

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 is hereby acknowledged, the parties hereto agree as follows.

A. DEFINITIONS; INTERPRETATION.

1. Except as specifically defined in this Trademark Security Agreement, capitalized terms used herein shall have the respective meanings given thereto in the Loan Agreement.

2. All references herein to actions that may or shall be taken or not taken "in accordance with the terms of the Loan Agreement", "to the extent required by the Loan Agreement" or "to the extent permitted by the Loan Agreement", or words of similar effect, shall be construed as if the Grantor taking or not taking such action is a Borrower under the Loan Agreement and any permission granted to or prohibition against a Borrower under the Loan Agreement shall apply to such Grantor under this Trademark Security Agreement.

B. SECURITY INTEREST.

To secure the prompt payment and performance of all Obligations, Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in: (i) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, other than any 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 Law, provided, that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral (as defined herein), including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications, including, without limitation, those listed on Schedule A hereof as owned by Grantor (collectively, the "Trademarks"); (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (c) the right to sue for past, present and future infringements and dilutions thereof; (d) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (e) all of Grantor's rights corresponding thereto throughout the world; (ii) all renewals of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license with respect thereto, including right to receive any damages, (b) injury to the goodwill associated with any Trademark, or (c) right to receive license fees, royalties, and other compensation under any license with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

C. OBLIGATIONS SECURED.

The security interests granted to Agent by Grantor in this Trademark Security Agreement shall secure the prompt payment and performance of all Obligations.

D. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding, that:

1. Grantor will pay and perform all of the Obligations according to their terms (subject to any grace periods applicable thereto).

2. All of the existing Trademarks are valid and subsisting in full force and effect to Grantor's knowledge, and Grantor owns sole, full, and clear title thereto (subject to Permitted Liens), except in each case as could not reasonably be expected to have a Material Adverse Effect, and has the right and power to grant the security interests granted hereunder. Grantor will, at Grantor's expense, perform all acts and execute all documents necessary in Grantor's reasonable business judgment to maintain the existence of the Trademarks material to the conduct of Grantor's business as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto or which could not reasonably be expected to have a Material Adverse Effect or Permitted Liens.

3. Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto,

except to Agent, or otherwise dispose of any of the Collateral material to the conduct of Grantor's business without the prior written consent of Agent, other than a Permitted Asset Disposition or a Permitted Lien.

4. Grantor will, at Grantor's expense, perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Trademark Security Agreement. Grantor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed (if applicable) only by Agent. Grantor further authorizes Agent to have this and any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office. Notwithstanding the foregoing, nothing in this Trademark Security Agreement shall require Grantor to make any filings or take any actions to record or perfect Agent's security interest in the Trademarks outside of the United States.

5. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent under the Agreements.

6. Agent may, in its sole discretion, pay any amount or do any act which Grantor fails to pay or do as required under the Agreements or as reasonably requested by Agent to maintain and preserve the Collateral material to the conduct of Grantor's business, defend, protect, record, amend or enforce the Obligations, the Collateral material to the conduct of Grantor's business or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Grantor will be liable to Agent for any such payment in accordance with the terms of the Loan Agreement.

7. As of the date hereof, Grantor does not have any Trademarks material to the conduct of Grantor's business registered, or subject to pending applications, in the United States Patent and Trademark Office other than those described in Schedule A annexed hereto.

8. Concurrently with the delivery of the financial statements required under the Sections 10.1.2(a) and 10.1.2(b) of Loan Agreement, Grantor shall provide Agent with an update of all Intellectual Property registered or issued to, or applied for by, Grantor in the Fiscal Quarter then most recently ended. Upon request of Agent, Grantor shall execute and deliver to Agent any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Agent to evidence the security interest of Agent in such Trademark.

9. Grantor has not abandoned any of the Trademarks material to the conduct of the business of Grantor and Grantor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, or unenforceable, other than a Permitted Asset Disposition. Grantor shall notify Agent promptly if it knows of any reason why any application or registration of any such material Trademark may become abandoned, canceled, invalidated, or unenforceable.

10. Grantor will render any reasonable assistance, as Agent may determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks material to the conduct of Grantor's business as Grantor's property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

11. Grantor will promptly notify Agent if Grantor (or any affiliate or subsidiary thereof) learns of any use by any Person of any term or design which infringes or may infringe upon any Trademark material to the conduct of the business of Grantor. Grantor, at its expense, shall take such action as reasonably requested by Agent to protect Agent's interest in and to the Trademarks material to the conduct of Grantor's business.

12. Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor hereby indemnifies and holds Agent, the other Secured Parties and their respective Affiliates harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Grantor (or any affiliate or subsidiary thereof).

13. In any action or proceeding instituted by Agent in connection with any matters arising at any time out of or with respect to the repossession, retention or sale of the Collateral, Grantor will not interpose any counterclaim of any nature, other than compulsory counterclaims.

14. Grantor will maintain the quality of the products associated with the Trademarks at a level substantially consistent with (or higher than) the quality at the time of this Trademark Security Agreement. Grantor hereby grants to Agent, in accordance with the terms of the Loan Agreement, the right to visit its plants and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto.

E. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default, as such term is defined in the Loan Agreement, is referred to herein individually as an "Event of Default" and, collectively, as "Events of Default".

F. RIGHTS AND REMEDIES.

Upon the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of Agent, whether provided under law, the Agreements or otherwise, and after expiration of any grace period, Agent shall have the following rights and remedies which may be exercised without notice to (unless required under Applicable Law or the Loan Agreement), or consent by, Grantor except as such notice or consent is expressly provided for hereunder.

1. Agent may require that neither Grantor nor any affiliate or subsidiary of Grantor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-progress or rendering of services in connection with enforcing any other security interest granted to Agent by Grantor or any Subsidiary or Affiliate of Grantor consistent with the then-current use of the Trademarks.

2. Agent may grant such license or licenses (subject to Permitted Liens) relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and Canada.

3. Agent may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations but subject to Permitted Liens. Agent shall have

the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in Agent's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantor shall be liable for any deficiency. Notwithstanding anything to the contrary herein, Agent shall not assign or otherwise dispose of any Trademark owned by grantor without assigning the goodwill of the business therewith and any such assignments will be null and void.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph F.3 hereof, Agent may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph D.5 hereof, one or more instruments of assignment of the Trademarks (or any application or registration relating thereto), in form suitable for filing, recording or registration. Grantor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral in accordance with the terms of the Loan Agreement.

5. Agent may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral in accordance with the terms of the Loan Agreement.

Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under law, the Agreements, this Trademark Security Agreement, or otherwise, shall be cumulative and none are exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

G. MISCELLANEOUS.

1. Any failure or delay by Agent to require strict performance by Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Agent's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Agent, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Agent and directed to Grantor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be given in writing and shall be deemed to have been duly given or made: (a) if given by facsimile transmission, when transmitted to the applicable facsimile number, if confirmation of receipt is received; (b) if given by mail, three Business Days after deposit in the U.S. mail, with first-class postage pre-paid, addressed to the applicable address; or (c) if given by personal delivery, when duly delivered to the notice address with receipt acknowledged. Any written notice or other communication that is not sent in conformity with the foregoing provisions shall nevertheless be effective on the date actually received by the noticed party. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Grantor:	c/o KEMET Corporation 2835 KEMET Way Simpsonville, South Carolina 29681 Attention: Michael Boone Telecopy No.: (864) 228-4161
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If to Agent:	Bank of America, N.A.
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300 Galleria Parkway, Suite 800
Atlanta, Georgia 30339
Attention: Portfolio Manager
Telecopy No.: (312) 453-4665

3. In the event any term or provision of this Trademark Security Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Trademark Security Agreement.

5. This Trademark Security Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Trademark Security Agreement signed by the party to be charged thereby.

6. The security interest granted to Agent shall terminate and, at Grantor's sole expense, be released upon termination of the Loan Agreement and payment in full to Agent and the other Secured Parties of all Obligations thereunder. Upon termination of this Trademark Security Agreement, at Grantor's sole expense, Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Collateral granted herein.

7. THIS TRADEMARK SECURITY AGREEMENT, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS); PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

8. GRANTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER THE STATE OF NEW YORK, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. GRANTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1 OF THE LOAN AGREEMENT. Nothing herein shall limit the right of Agent or any Secured Parties to bring proceedings against Grantor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Trademark Security Agreement shall be deemed to preclude enforcement by Agent of any judgment or order obtained in any forum or jurisdiction.

9. To the fullest extent permitted by Applicable Law, Grantor waives (a) the right to trial by jury (which Agent hereby also waives) in any proceeding or dispute of any kind relating in any way to this Trademark Security Agreement or any documents or agreements at any time made in

connection therewith or transactions relating thereto; (b) notice prior to taking possession or control of any Collateral; (c) any bond or security that might be required by a court prior to allowing Agent to exercise any rights or remedies; (d) the benefit of all valuation, appraisal and exemption laws; (e) any claim against Agent or any Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Agreements (including this Trademark Security Agreement) or transactions relating thereto; and (g) notice of acceptance hereof. Grantor acknowledges that the foregoing waivers are a material inducement to Agent entering into this Trademark Security Agreement and that Agent and Lenders are relying upon the foregoing in their dealings with Grantor. Grantor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Trademark Security Agreement may be filed as a written consent to a trial by the court.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Agent have executed this Trademark Security Agreement as of the day and year first above written.

KEMET BLUE POWDER CORPORATION

By: Michael W. Boone
Name: Michael W. Boone
Title: Treasurer

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

Signature Page to
Trademark Security Agreement

STATE OF South Carolina)
) ss.:
COUNTY OF Greenville)

On this 5th day of February, 2013, before me personally came Michael W. Boone, to me known, who being duly sworn, did depose and say, that he is the Treasurer of KEMET Blue Powder Corporation, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Ybun Hake

Notary Public

My Commission Expires 9/23/2014.

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of _____, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of Bank of America, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said national banking association.

Notary Public

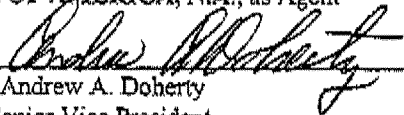
Acknowledgment to
Trademark Security Agreement

IN WITNESS WHEREOF, Grantor and Agent have executed this Trademark Security Agreement as of the day and year first above written.

KEMET BLUE POWDER CORPORATION

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., as Agent

By:  _____
Name: Andrew A. Doherty
Title: Senior Vice President

Signature Page to
Trademark Security Agreement

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of KEMET Blue Powder Corporation, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

STATE OF GEORGIA)
) ss.:
COUNTY OF COBB)

On this 18 day of January, 2013, before me personally came Andrew A. Doherty, to me known, who being duly sworn, did depose and say, that he is the Senior Vice President of Bank of America, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said national banking association.

Adelaide Etson Bright

Notary Public

ADELAIDE ETSON BRIGHT
NOTARY PUBLIC
Fulton County - State of Georgia
My Comm. Expires June 28, 2014

Acknowledgment to
Trademark Security Agreement

TRADEMARK
REEL: 004988 FRAME: 0843

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of October, 2012, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of KEMET Blue Powder Corporation, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Applications

UNITED STATES FEDERAL TRADEMARKS

FOREIGN TRADEMARKS

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY	TRADEMARK
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Applications:

None.

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None.