

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGY Holding Corp.		06/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as collateral agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77424558	S-SERIES
Serial Number:	77404115	S-3 GLASS
Serial Number:	77404104	S-1 GLASS
Serial Number:	78373839	AGY
Serial Number:	78373768	AGY
Serial Number:	85259826	QUICKSILVER
Serial Number:	85259818	FEATHERLIGHT
Serial Number:	77026141	S-2 GLASS
Serial Number:	77026031	ZENTRON

CORRESPONDENCE DATA

Fax Number: 2125935955  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 212-756-2336

Email: melissa.karp@srz.com  
Correspondent Name: M. Karp c/o Schulte Roth & Zabel LLP  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	077341-0010
NAME OF SUBMITTER:	Melissa Karp (077341-0010)
Signature:	/kc for mk/
Date:	07/01/2013

**Total Attachments: 5**

source=Trademark Security Agreement for AGY - Wells Fargo#page1.tif  
source=Trademark Security Agreement for AGY - Wells Fargo#page2.tif  
source=Trademark Security Agreement for AGY - Wells Fargo#page3.tif  
source=Trademark Security Agreement for AGY - Wells Fargo#page4.tif  
source=Trademark Security Agreement for AGY - Wells Fargo#page5.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 28, 2013 (this "**Agreement**"), among AGY HOLDING CORP., a Delaware corporation (the "**Borrower**"), KAGY HOLDING COMPANY, INC., a Delaware corporation ("**Holdings**") and the Subsidiaries of Holdings and the Borrower and each other entity from time to time party hereto (together with Holdings and the Borrower, each a "**Grantor**", and collectively, the "**Grantors**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of June 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of June 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**") and [WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent and Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, designs and general intangibles of like

nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "*Trademarks*");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill; and

(d) rights to sue for past, present and future infringements or violations of the Trademarks.

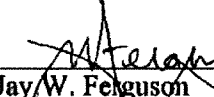
SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

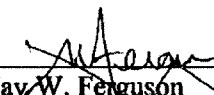
**Borrower:**

AGY HOLDING CORP.

By:   
Name: Jay W. Ferguson  
Title: Interim Chief Financial Officer

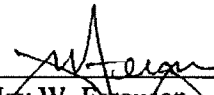
**Holdings:**

KAGY HOLDING COMPANY, INC.

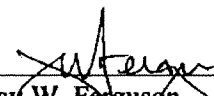
By:   
Name: Jay W. Ferguson  
Title: Interim Chief Financial Officer

**Subsidiary Guarantors:**

AGY AIKEN LLC

By:   
Name: Jay W. Ferguson  
Title: Interim Chief Financial Officer

AGY HUNTINGDON LLC

By:   
Name: Jay W. Ferguson  
Title: Interim Chief Financial Officer

Collateral Agent:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By: 

Name: Michael Pinzon

Title: Vice President

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005061 FRAME: 0563**

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>	<u>Reg. Date</u>
AGY Holding Corp.	S-Series	77/424,558	USA	11/29/2011
AGY Holding Corp.	S-3 Glass	77/404,115	USA	11/08/2011
AGY Holding Corp.	S-1 Glass	77/404,104	USA	11/08/2011
AGY Holding Corp.	AGY (& design)	78/373,839	USA	11/29/2005
AGY Holding Corp.	AGY	78/373,768	USA	12/20/2005
AGY Holding Corp.	QUICKSILVER	85/259,826	USA	02/14/2012
AGY Holding Corp.	Featherlight	85/259,818	USA	02/14/2012
AGY Holding Corp.	S-2 Glass	77/026,141	USA	08/12/2008
AGY Holding Corp.	Zentron	77/026,031	USA	08/14/2007

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Country</u>	<u>Date Filed</u>
None.				

III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>	<u>Expiration Date</u>
None.					