

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CeramTec North America Corporation		09/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78867109	CERAMTEC	
Serial Number:	76225418	CERAMASEAL	
Serial Number:	71550643	ALSIMAG	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 819-8200		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent & Trademark Dept.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-2386		

OP \$90.00 78867109

NAME OF SUBMITTER:	Matthew Campion
Signature:	/Matthew Campion/
Date:	09/16/2013
Total Attachments: 13 source=CeramTec- IP Security Agreement#page1.tif source=CeramTec- IP Security Agreement#page2.tif source=CeramTec- IP Security Agreement#page3.tif source=CeramTec- IP Security Agreement#page4.tif source=CeramTec- IP Security Agreement#page5.tif source=CeramTec- IP Security Agreement#page6.tif source=CeramTec- IP Security Agreement#page7.tif source=CeramTec- IP Security Agreement#page8.tif source=CeramTec- IP Security Agreement#page9.tif source=CeramTec- IP Security Agreement#page10.tif source=CeramTec- IP Security Agreement#page11.tif source=CeramTec- IP Security Agreement#page12.tif source=CeramTec- IP Security Agreement#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated September 1, 2013, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Deutsche Bank AG New York Branch, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement dated as of August 30, 2013 (as it may hereafter be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder) among Faenza Acquisition GmbH and CeramTec Acquisition Corporation, as Borrowers, and following their respective accessions to the Credit Agreement as Borrowers, (x) CeramTec GmbH and (y) CeramTec North America Corporation, Faenza GmbH as MidCo, Deutsche Bank AG New York Branch, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, and the other parties thereto and (ii) the Security Agreement dated as of August 30, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic federal governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable domestic federal government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE BORROWERS OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR IN SECTION 10.16 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CERAMTEC NORTH AMERICA CORPORATION

By: Patrick McPoland
Name: Patrick McPoland
Title: Exec. V.P. / Asst. Sec.

DURAWEAR CORPORATION

By: Patrick McPoland
Name: Patrick McPoland
Title: EXECUTIVE VICE PRESIDENT / SECRETARY

CERAMTEC GMBH

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CERAMTEC NORTH AMERICA CORPORATION

By: _____
Name:
Title:

DURAWEAR CORPORATION


By: _____
Name:
Title:


CERAMTEC GMBH

By:  
Name: Rolf-Michael Müller / Sigurd Adler
Title: Managing Directors (Geschäftsführer)

{Signature Page to CeramTec Intellectual Property Security Agreement}

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent

By: 
Name: Michael Getz
Title: Vice President

By: 
Name:
Title: Michael Winters
Vice President

[Signature Page to CeramTec Intellectual Property Security Agreement]

Patents**Faenza GmbH**

None.

CeramTec GmbH

Internal Reference	Filing Date	File Number	Patent Number / Publication Number	Duration
OZ 93301	31-01-1994	SN 188,678	US 5,518,974 A	31.01.2014
OZ 93301	31-01-1994	SN 580,859	US 5,589,430A	31.01.2014
OZ 93302	01-03-1994	SN 203,417	US 5,626,777 A	06.05.2014
OZ 93303	10-03-1994	SN 208,214	US 5,423,995 A	10.03.2014
OZ 93310	09-11-1994	SN 338,097	US 5,560,851 A	09.11.2014
OZ 95305	12-04-1996	SN 631,077	US 5,856,028 A	12.04.2016
OZ 95305	03-11-1997	SN 962,737	US 6,077,564 A	03.11.2017
OZ 96070	25-11-1997	SN 977,892	US 6,208,026 B1	25.11.2017
OZ 97051	27-08-1998	SN 09/486,001	US 6,692,651 B2	27.08.2018
OZ 97056	02-11-1998	SN 509,839	US 6,452,957 B1	02.11.2018
OZ 97065	30-11-1998	SN 555,253	US 6,387,132 B1	30.11.2018
OZ 98023	16-04-1999	SN 673,067	US 6,383,222 B1	16.04.2019
OZ 98028	29-04-1999	SN 673,541	US 6,468,281 B1	29.04.2019
OZ 98057	17-12-1999	SN 09/857,972	US 6,818,332 B1	17.12.2019
OZ 99104	21-12-2000	SN 12/072,326	US 20030108658 A1	21.12.2020
OZ 00015	14-03-2001	SN 240,177	US 7,074,479 B2	14.03.2021
OZ 01013	13-02-2002	SN 075,558	US 7,042,143 B2	13.02.2022
OZ 01018	09-01-2004	SN 755,129	US 7,309,397 B2	09.01.2024
OZ 01022	26-02-2002	10/467,488	US 7,378,158 B2	26.02.2022
OZ 01056	28-09-2007	SN 11/528,788	US 8,388,273 B2	28.09.2027
OZ 01056	22-03-2012	13/427,325		22.02.2032
OZ 01087	20-09-2002	SN 490,496	US 7,387,745 B2	20.09.2022
OZ 02045	08-07-2003	10/615,603	US 7,065,846 B2	08.07.2023
OZ 02061	25-08-2003	SN 524,763	US 7,320,563 B2	25.08.2023
OZ 02062	02-09-2003	SN 10/525,131	US-2005-0250640-A1	02.09.2023
OZ 02074	15-12-2003	SN 10/736,211	US 7,435,376 B2	15.12.2023
OZ 03007	30-01-2004	10/768,972	US 7,393,362 B2	30.01.2024

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OZ 03047	06-08-2004	SN 10/566,318	US 7,514,383 B2	06.08.2024
OZ 03064	01-12-2004	SN 11/001,657	US 7,459,110 B2	01.12.2024
OZ 04035	10-05-2005	SN 11/125,825	US 7,261,496 B2	10.05.2025
OZ 06001	15-12-2006	PCT/EP2006/069747	US8063544B2	15.12.2026
OZ 06018	15-03-2007	12/282,518	WO 2007104784 A1	15.03.2027
OZ 06020	22-03-207	12/293,151	US8040676B2	23.03.2027
OZ 06029	02-05-2007	12/298,544	WO 2007/125125 A1	02.05.2027
OZ 06030	21-05-2007	12/300,158	WO 2007135124 A1	21.05.2027
OZ 06049	06-08-2007	PCT/EP2007/058122	WO 2008015284 A1	06.08.2027
OZ 06050	06-08-2007	PCT/EP2007/058123	WO 2008015285 A1	06.08.2027
OZ 06051	06-08-2007	PCT/EP2007/058124	WO 2008015286 A1	06.08.2027
OZ 06054	06-08-2007	12/375,715	WO 2008015289 A1	06.08.2027
OZ 06061	24-08-2007	12/377,396	WO 2008023053 A2	24.08.2027
OZ 06096	05-12-2007	PC12/515,976	WO 2008/068283 A2	05.12.2027
OZ 06906	02-02-2007	12/161,421	US8080918B2	02.02.2027
OZ 07013	25-02-2008	12/526,850	US 8349018 B2	25.02.2028
OZ 07014	27-02-2008	12/528,125	WO 2008104560 A	27.02.2028
OZ 07015	28-02-2008	12/527,001	US8403603B2	28.02.2028
OZ 07036	25-04-2008	SN 12/597,555	WO 2008132157 A2	25.04.2028
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OZ 07029	17-04-2008	PCT/EP2008/054630	WO 2008128948	17.04.2028
OZ 07031	17-04-2008	PCT/EP2008/054638	WO 2008/132055	17.04.2028
OZ 07033	17-04-2008	PCT/EP2008/054641	WO 2008/132056	17.04.2028
OZ 07027	17-04-2008	PCT/EP2008/054633	WO 2008128949 A2	17.04.2028
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OZ 07024	17-04-2008	12/596,843	WO 2008/128943 A	17.04.2028
OZ 07025	17-04-2008	PCT/EP2008/054625	WO 2008128944	17.04.2028
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OZ 08022	10-03-2009	12/921,675	US8365589B2	10.03.2029
OZ 08018	05-03-2008	12/529,569	WO2008107457	05.03.2008
OZ 08019	06-03-2009	12/920,123	WO 2009109652 A1	06.03.2029
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OZ 10016	04-08-2011	PCT/EP2011/063438	WO2012017031 A1	04.08.2031
OZ 10022	06-10-2011	PCT/EP2011/067487	WO 2012045824 A1	06.10.2031
OZ 10023	12-10-2011	PCT/EP2011/067781	WO 2012049200 A1	12.10.2031
OZ 10024	14-10-2011	PCT/EP2011/067959	WO 2012049283 A1	14.10.2031
OZ 10028	09-12-2010	12/964,364	US 20120145355A1	09.12.2030
OZ 10924	14-10-2011	PCT/EP2011/067962	PCT/EP2011/067962	14.10.2031

CeramTec North America Corporation

None.

Durawear Corporation

None.

Trademarks, Service Marks and Trade Names**Faenza GmbH**

None.

CeramTec GmbH

Internal Reference	Trademark	Appl. No.	Appl. Date	Reg. No.	Next Renewal
M 3640	Alunit	74/526,958	05-03-1994	1,982,928	25-06-2016
M 4251	BioloX delta (Wbz)	76/689,704	16-05-2008	3,707,260	10-11-2015
M 4275	BIOLOX OPTION	77/503,339	19-06-2008	4,171,943	10-07-2018
M 1242	Rubalit	75/038,186	28-12-1995	2,038,531	18-02-2017
M 1243	Sonox	74/048,564	25-01-1996	2,080,906	22-07-2017
M 3777	Thomit	73/725,351	29-04-1988	1539040	16-05-2019
M4564	Design	85/524,662	25-01-2012		
M4912	Design	85/523,572	24-01-2012		
M4913	Design	85/523,576	24-01-2012		
M4563	Design	85/523,578	24-01-2012		
M4538	Design	85/521,240	20-01-2012	4,319,096	
M4914	Design	85/521,237	21-07-2011	4,319,095	
	TRIUDON	79/045,987	24-9-2007	3,583,523	
	CERAMCOOL	79/046,049	21-9-2007	3,524,393	

CeramTec North America Corporation

Internal Reference	Trademark	Appl. No.	Appl. Date	Reg. No.	Next Renewal
	CeramTec	78/867,109	21-04-2006	3,453,790	
	Ceramseal	76/225,418	15-03-2001	2,679,868	
	Alsimag	71/550,643	27-02-1948	0,538,459	

Durawear Corporation

Internal Reference	Trademark	Appl. No.	Appl. Date	Reg. No.	Next Renewal
	Durawear Corp.	73/326,936	08-09-1981	1,208,357	
	Armorstone	74/158,657	19-04-1991	1,705,003	
	Xylethon	73/106,211	11-11-1976	1,075,013	
	Duraslide	73/025,760	01-07-1974	1,010,454	

Copyrights

Faenza GmbH

None.

CeramTec GmbH

None.

CeramTec North America Corporation

None.

Durawear Corporation

None.