# OP \$115.00 2667028

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM819966

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

### **CONVEYING PARTY DATA**

| Name                                       | Formerly | Execution Date | Entity Type           |
|--|----------|----------------|-----------------------|
| GRAFTECH<br>INTERNATIONAL HOLDINGS<br>INC. |          | 06/26/2023     | Corporation: DELAWARE |

### **RECEIVING PARTY DATA**

| Name:             | U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS COLLATERAL AGENT |
|-------------------|--|
| Street Address:   | 1350 EUCLID AVENUE, SUITE 1100                                     |
| Internal Address: | ATTN TO: GLOBAL CORPORATE TRUST                                    |
| City:             | CLEVELAND  |
| State/Country:    | OHIO   |
| Postal Code:      | 44115  |
| Entity Type:      | National Banking Association: UNITED STATES                        |

### **PROPERTY NUMBERS Total: 4**

| Property Type        | Number   | Word Mark |
|----------------------|----------|-----------|
| Registration Number: | 2667028  | ARCHITECH |
| Registration Number: | 0418218  |           |
| Registration Number: | 5657300  | GRAFTRACK |
| Serial Number:       | 97793649 | ARCHITECH |

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 8004945225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

| ATTORNEY DOCKET NUMBER: | 2040877 TM        |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | Elizabeth Estep   |
| SIGNATURE:              | /Elizabeth Estep/ |

| DATE SIGNED:   | 06/27/2023  |  |
|--|---|--|
| Total Attachments: 5   |   |  |
| source=GrafTech - Trademark Security   | Agreement (notes - 2023) - Filing Version#page2.tif |  |
| source=GrafTech - Trademark Security Agreement (notes - 2023) - Filing Version#page3.tif |   |  |
| source=GrafTech - Trademark Security Agreement (notes - 2023) - Filing Version#page4.tif |   |  |
| source=GrafTech - Trademark Security Agreement (notes - 2023) - Filing Version#page5.tif |   |  |
| source=GrafTech - Trademark Security   | Agreement (notes - 2023) - Filing Version#page6.tif |  |

TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2023 (this "<u>Agreement</u>"), among GrafTech International Holdings Inc. (the "<u>Grantor</u>") and U.S. Bank Trust Company, National Association, as collateral agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is hereby made to (a) the Indenture dated as of June 26, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among GrafTech Global Enterprises Inc., a Delaware corporation ("Issuer"), the Note Guarantors from time to time party thereto and U.S. Bank National Association, in its capacity as trustee and (b) the Collateral Agreement dated as of June 26, 2023 (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among GrafTech International Ltd., a Delaware corporation ("Holdings"), Issuer, the Grantors from time to time party thereto and the Collateral Agent. The Grantor is an Affiliate of Issuer and Holdings and is willing to execute and deliver this Agreement in order to induce the initial purchasers to enter into the Purchase Agreement dated as of June 21, 2023, among Issuer, the guarantors party thereto, J.P. Morgan Securities LLC and the initial purchasers listed in Schedule 1 thereto. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement and the Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement, <u>mutatis mutandis</u>.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Notes Obligations, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Notes Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. <u>Termination</u>. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted therein and herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. <u>Collateral Agreement</u>. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark

[[6098260]] NAI-1537010914v2 Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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[[6098260]]

**REEL: 008111 FRAME: 0538** 

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

GRAFTECH INTERNATIONAL HOLDINGS INC., as Grantor

By:

Name: Timothy K. Flanagan Title: President and Treasurer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent

By:

Name: David Schlabach Title: Vice President

[Signature Page to Trademark Security Agreement]

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

GRAFTECH INTERNATIONAL HOLDINGS INC., as Grantor

By: Name:
Title:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent

By: Name:

David A. Schlabach

Title:

Vice President

### Schedule I

# United States Registered and Applied-For Trademarks

# <u>United States Trademark Registrations – GRAFTECH INTERNATIONAL HOLDINGS INC.</u>

| Mark               | Registration Date: | Registration No. | Business<br>Unit       |
|--------------------|--------------------|------------------|------------------------|
| ARCHITECH          | 24-Dec-2002        | 2667028          | CTS                    |
| SOCKET MARKING FOR | 11-Dec-1945        | 0418218          | Industrial             |
| ELECTRODES DESIGN  |                    |                  | Materials              |
| GRAFTRACK          | 15-Jan-2019        | 5657300          | Graphite<br>Electrodes |
|                    |                    |                  | Electrodes             |

### <u>United States Trademark Applications–</u> <u>GRAFTECH INTERNATIONAL HOLDINGS INC.</u>

| Mark      | Filing Date | Application # |
|-----------|-------------|---------------|
| ARCHITECT | 14-Feb-2023 | 97/793,649    |

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**RECORDED: 06/27/2023**