

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

THIS ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS ("Assignment") by HE ONE Corporation, a Michigan corporation, having offices located at 500 West Monroe Street, Chicago, Illinois, 60661, (hereinafter referred to as "Assignor"), to AMCOL International Corporation, a Delaware corporation, having offices located at One North Arlington, 1500 Shure Drive, Arlington Heights, Illinois, 60004 (hereinafter referred to as "Assignee"), is being executed on this 9TH day of APRIL, 2001.

WHEREAS, Assignor owns the entire right, title and interest in and to new and useful inventions, patents, and patent applications including but not limited to certain technology, know-how, trade secrets and processes, and those United States and Foreign Patent Applications identified and set forth in Schedules A & B (the "Patents"); and

WHEREAS, the Assignee is desirous of acquiring the entire right, title and interest in and to the Patents.

NOW THEREFORE, in consideration of the payment by the Assignee to the Assignor of \$1.00 (One Dollar) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to sell, assign, transfer and set over and does hereby sell, assign, transfer and set over unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Patents, in and to any reexaminations, divisions, continuations, continuations-in-part and extensions of such Patents which may be granted therefore, in the United States and all foreign countries, together with all rights under the International Convention for the Protection of Industrial Property ("International Convention"), the same to be held and enjoyed by the Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this Assignment not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date of thereafter including, without limitation all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at the request and expense of the Assignee, its successors, legal representatives and assigns (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reissue, reexamination, division, continuation, continuation-in-part, extension, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including testifying as to any facts relating to the patents assigned herein and this Assignment; (3) in obtaining any additional patent protection in connection with the patents that Assignee may deem

appropriate which may be secured under the laws now or hereafter in effect in all countries foreign to the United States; and (4) in the implementation or perfection of this Assignment.

This Assignment includes the right, where such right can be legally exercised by the Assignee, in its own name, to apply for and obtain patents in countries foreign to the United States of America, including the full right to claim for any such applications the benefits of the International Convention, as fully and entirely as the Assignor could have done if the applications had been filed in its name, and the entire interest in any patents which may be granted in any such applications in such foreign countries.

The Assignor does hereby authorize and request the applicable foreign agency and/or agent to record Assignee as owner of the Patents and to issue any and all letters patents on said inventions, including reissues, reexaminations, divisions, continuations, continuations-in-part, or extensions thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

HE ONE CORPORATION

By: [Signature]

Name: Renee Rempel

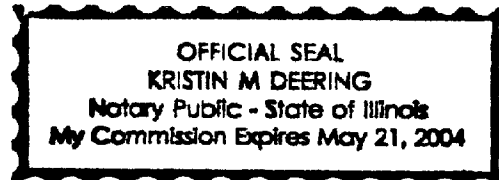
Title: VICE PRESIDENT

Dated: APRIL 9, 2001

County of Cook)
State of Illinois) ss.

Before me personally appeared Renee Rempel, who duly acknowledged the foregoing Assignment of Patent and Patent Applications as his free and voluntary act and deed on behalf and with full authority of HE ONE CORPORATION this 9th day of April, 2001.

[Signature]
Notary Public



Schedule A

<i>Client Matter</i>	<i>Country</i>	<i>Inventor</i>	<i>Serial No</i>	<i>Filed</i>	<i>Title</i>	<i>Status</i>
28570 116	EUROPEAN PATENT OFFICE	CLAREY, M. MAT	96104645.5	032396	GEOSYNTHETIC CLAY LINER AND METHOD OF MANUFACTURE THEREOF	
28570 116	POLAND	CLAREY, M.	00P-313583	040296	GEOSYNTHETIC CLAY LINER AND METHOD OF MANUFACTURE THEREOF	

Schedule B

<i>Client Matter</i>	<i>Country</i>	<i>Inventor</i>	<i>Patent No</i>	<i>Issued Title</i>	<i>Status</i>
28570 109	UNITED STATES	CARRIKER, R.	0005350255	92794 GEOSYNTHETIC CLAY LINER WITH MODIFIED EDGES FOR IMPROVED SEALING	
28570 109A	UNITED STATES	CARRIKER, R.	0005529438	62596 GEOSYNTHETIC CLAY LINER WITH MODIFIED EDGES FOR IMPROVED SEALING	
28570 116	SOUTH KOREA	CLAREY, M. MA	0000240802	102999 GEOSYNTHETIC CLAY LINER AND METHOD OF MANUFACTURE THEREOF	
28570 116	UNITED STATES	CLAREY, M.	0005584609	121796 GEOSYNTHETIC CLAY LINER AND METHOD OF MANUFACTURE THEREOF	
28570 116B	UNITED STATES	CLAREY, M.	0005900085	50499 METHOD OF MANUFACTURING A GEOSYNTHETIC CLAY LINER	

PATENT

REEL: 011812 FRAME: 0523

RECORDED: 05/16/2001