

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Global Stone Corporation	01/31/2005
RECEIVING PARTY DATA	
Name:	Silver Point Finance, LLC
Street Address:	Two Greenwich Plaza, 1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6113387
CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2127562388
Email:	daniel.angel@srz.com
Correspondent Name:	Daniel Angel, Esq.
Address Line 1:	919 Third Avenue
Address Line 4:	New York, NEW YORK 10022
NAME OF SUBMITTER:	Daniel Angel, Esq.
Total Attachments: 4 source=OGLEBAY7#page1.tif source=OGLEBAY7#page2.tif source=OGLEBAY7#page3.tif source=OGLEBAY7#page4.tif	

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PATENT
REEL: 015667 FRAME: 0825

ASSIGNMENT FOR SECURITY

PATENTS

WHEREAS, GLOBAL STONE CORPORATION (the "Assignor"), an Ohio corporation, holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor has entered into a Security Agreement, dated January 31st, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Silver Point Finance, LLC, as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee");


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the Agents and Lenders (as such terms are defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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 WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 31, 2005.

GLOBAL STONE CORPORATION

By: 
Name: _____
Title: _____

Grant of Security Interest (Patents)

PATENT
REEL: 015667 FRAME: 0827

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

ss.:

COUNTY OF _____

On this ____ day of _____ 2005, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


[NOTARY SEAL]

MARCIA BURSTON
NOTARY PUBLIC • STATE OF OHIO
My commission expires March 3, 2008

Grant of Security Interest (Patents)

PATENT
REEL: 015667 FRAME: 0828

SCHEDULE A
U.S. PATENT

PATENT TITLE	REG. NO.
Method and Apparatus for Controlling Kiln	6,113,387