

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

First Lien Grant of Security Interest in Patents

CONVEYING PARTY DATA

Name	Execution Date
Potters Industries Inc.	07/30/2007

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	4857233
Patent Number:	4983550
Patent Number:	4983458
Patent Number:	5175056
Patent Number:	5217928
Patent Number:	5286416
Patent Number:	5370818
Patent Number:	5399432
Patent Number:	5580657
Patent Number:	5633085
Patent Number:	5750249
Patent Number:	6010646
Patent Number:	6153671
Patent Number:	6241914
Patent Number:	6796740

PATENT

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Patent Number:	6533963
Patent Number:	5022897
Application Number:	11148539
Application Number:	10967540

CORRESPONDENCE DATA

Fax Number: (650)470-4570

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: thu@skadden.com

Correspondent Name: Teresa Hu

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Address Line 4: Palo Alto, CALIFORNIA 94301

ATTORNEY DOCKET NUMBER:	698510/158
NAME OF SUBMITTER:	Teresa Hu

Total Attachments: 7

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FIRST LIEN GRANT OF SECURITY INTEREST IN PATENTS

This FIRST LIEN GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of July 30, 2007, is made by Potters Industries Inc., a New York corporation having a principal place of business at 1200 West Swedesford Road, Berwyn, PA 19312 (the "Grantor"), in favor of UBS AG, Stamford Branch, having offices at 677 Washington Boulevard, Stamford, CT 06901, as administrative agent and collateral agent (the "Collateral Agent") for the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of July 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CPQ MIDCO I Corporation, CPQ MIDCO II Corporation, the rights and obligations of which thereunder are to be assumed by NIAGARA Holdings, Inc., the rights and obligations of which thereunder are to be assumed by PQ Corporation, the Collateral Agent, the Lenders, Goldman Sachs Credit Partners L.P., as syndication agent and Lehman Commercial Paper Inc., as documentation agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, among other grantors, has executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of July 30, 2007, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the ratable benefit of the Collateral Agent, the Administrative Agent and the Lenders (and any affiliates of any Lender to which obligations under the Borrower Hedge Agreements or Borrower Cash Management Obligations are owing), a security interest in all of its Intellectual Property, including the Patent Collateral (as defined below); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor agrees, with the Collateral Agent for the ratable benefit of the Collateral Agent, the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby grants and confirms that pursuant to the Security Agreement it granted to the Collateral Agent, for the ratable benefit of the Collateral Agent, the Administrative Agent and the Lenders (and any affiliates of any Lender to which obligations under the Borrower Hedge Agreements or Borrower Cash Management Obligations are owing), a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations: (i) all of Grantor's letters patent of the United States, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule I, (ii) all applications for letters patent of the United States, and all continuations and continuations in part thereof, including, without limitation, any of the foregoing referred to in Schedule I, and (iii) all rights to obtain any reissues or extensions of the foregoing (collectively, the "Patents"), all written United States license agreements providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a patent, including, without limitation, any of the foregoing referred to in Schedule I hereto (collectively, "Patent Licenses"), and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided, however, that notwithstanding any of the other provisions set forth hereunder, this Agreement shall not constitute a grant of a security interest in (i) any leasehold interest in real Property, (ii) any Vehicles, (iii) any Property to the extent that such grant of a security interest is prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, lien, agreement, instrument or other document constituting, evidencing or giving rise to such Property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, license, lien, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law, (iv) Property of Holdings acquired after the date hereof, other than Proceeds of the Collateral granted by Holdings as of the date hereof or additional Investment Property consisting of Capital Stock of the Parent Borrower, (v) any Foreign Subsidiary Capital Stock which is specifically excluded from the definition of Pledged Stock by virtue of the proviso contained in such definition, (vi) any Property that would be otherwise be included in the Collateral if and to the extent

such Property is subject to a Lien permitted by clauses (f), (w) and (dd) of Section 7.2 of the Credit Agreement or securing Indebtedness permitted by Section 7.1(c) of the Credit Agreement or if and to the extent such Property is the subject of a sale and leaseback transaction permitted by Section 7.9 of the Credit Agreement, (vii) any interest in joint ventures and non-wholly owned Subsidiaries which cannot be pledged without the consent of one or more third-parties, (viii) any interest in Immaterial Subsidiaries, (ix) applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall automatically be subject to the Lien granted herein and deemed included in the Collateral as and to the extent provided herein, (x) assets as to which the Collateral Agent and the Parent Borrower reasonably determine that the burden or cost of obtaining a security interest therein or perfection thereof outweighs the benefits to the Lenders of the security to be afforded thereby and (xi) any Proceeds, substitutions or replacements of any Property described in the foregoing proviso. It is hereby understood and agreed that any Property described in the preceding proviso, and any Property that is otherwise expressly excluded from this Section 2, shall be excluded from the definition of "Patent Collateral."

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law: This Agreement will be governed by the internal laws of the State of New York (without regard to conflicts of laws principles thereof).

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


POTTERS INDUSTRIES INC.

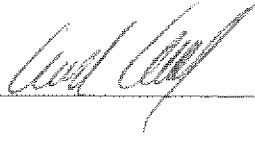
By: James P. Cox
Name: James P. Cox
Title: Chief Financial Officer and
Treasurer

[Signature Page – First Lien Patent Notice –Potters Industries]

PATENT
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UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Mary E. Evans
Title: Associate Director

By: 
Name:
Title:

Michael Cerniglia
Director
Banking Products
Services, US

SCHEDULE I

POTTERS INDUSTRIES INC.- ISSUED PATENTS

TITLE	PATENT#	ISSUE DATE	STATUS
NICKEL PARTICLE PLATING SYSTEM	4,857,233	8/15/1989	ISSUED
HOLLOW GLASS SPHERES	4,983,550	1/8/1991	ISSUED
REFLECTIVE PARTICLES	4,983,458	1/8/1991	ISSUED
GALVANICALLY COMPARABEL CONDUCTIVE FILTER	5,175,056	12/29/1992	ISSUED
HOLLOW GLASS SPHERES	5,217,928	6/8/1993	ISSUED
GALVANICALLY COMPATIBLE CONDUCTIVE FILLER	5,286,416	2/15/1994	ISSUED
FREE-FLOWING CATALYST COATED BEADS FOR CURING POLYESTER RESIN	5,370,818	12/6/1994	ISSUED
GALVANICALLY COMPATIBLE CONDUCTIVE FILLER	5,399,432	3 /21/1995	ISSUED
DURABLE POLYMERIC DEPOSITS ON INORGANIC MATERIAL SUBSTRATE	5,580,657	12/3 /1996	ISSUED
DURABLE COMPOSITE PARTICLE AND METHOD OF MAKING SAME	5,633,085	5 /27/1997	ISSUED
GALVANICALLY COMPATIBLE CONDUCTIVE FILLER	5,750,249	5 /12/1998	ISSUED
ELECTROCONDUCTIVE COMPOSITION AND METHODS FOR PRODUCING SUCH COMPOSITION	6,010,646	1 /4 /2000	ISSUED
RETROREFLECTIVE ADHERENT PARTICLES AND THEIR USE	6,153,671	11/28/2000	ISSUED
ELECTROCONDUCTIVE COMPOSITION AND METHODS FOR PRODUCING SUCH COMPOSITION	6,241,914	6 /5 /2001	ISSUED
MEHOD OF APARATUS FOR APPLYING VISUAL INDICATION MEANS TO A SURFACE	6,796,740	9 /28/2004	ISSUED

TITLE	PATENT#	ISSUE DATE	STATUS
ELECTRICALLY CONDUCTIVE FLEXIBLE COMPOSITION, AND MATERIALS AND METHODS FOR MAKING SAME	6,533,963	3/18/2003	ISSUED

POTTERS INDUSTRIES INC. - PENDING/PUBLISHED PATENTS

TITLE	APPLICATION #	FILING DATE	STATUS
HIGHWAY MARKING SPHERE DISPENSING APPARATUS	11/148,539	6 /9 /2005	PUBLISHED
GLASS MICROSPHERES WITH MULTIPLE BUBBLE INCLUSIONS	10/967,540	10/18/2004	PUBLISHED

PATENTS AND PATENT APPLICATIONS JOINTLY OWNED¹

PATENT NO.	TITLE	ASSIGNEE	ISSUE DATE	FILING DATE	STATUS
5,022,897	METHOD FOR HAZARDOUS WASTE REMOVAL AND NEUTRALIZATION	<u>POTTERS INDUSTRIES INC.</u> ; ROTH BROTHERS SMELTING CORPORATION	06/11/1991	11/22/1989	ISSUED

¹ Security interest granted only in Grantor's right, title and interest.