PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Jerry William Janik	01/30/2007
Scott Van Remortel	01/26/2007

RECEIVING PARTY DATA

Name:	Unimin Corporation
Street Address:	258 Elm Street
City:	New Canaan
State/Country:	CONNECTICUT
Postal Code:	06840

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12080655

CORRESPONDENCE DATA

Fax Number: (216)241-1666

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

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Email: uspto@faysharpe.com
Correspondent Name: Gregory S. Vickers
Address Line 1: 1100 Superior Avenue

Address Line 2: Seventh Floor

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	UMEE 2 00052(I)-1
NAME OF SUBMITTER:	Gregory S. Vickers

Total Attachments: 5 source=DOC003#page1.tif source=DOC003#page2.tif

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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **Jerry William Janik** of 908 Burnside Road, Bridge North, Ontario Canada K0L 1H0 and **Scott Van Remortel** of 1562 Highway #261, Bakersville, NC 28705, ("Inventors") who have created a certain invention for which a U.S. Patent Application has been

	execute	d concurrently herewith
\boxtimes	execute	d on January 31, 2007
	filed	, and assigned Application Serial No.

and is entitled

ULTRAFINE NEPHELINE SYENITE

hereby sell, assign and transfer to Unimin Corporation, ("Assignee"), a corporation of the State of Delaware, having a place of business at 258 Elm Street, New Canaan, Connecticut 06840, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including any provisional application(s) from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventor(s) if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventor(s) could have done if the foreign application had been filed in the names of the Inventor(s), and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventor(s) authorize(s) and request(s) the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns. nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventor(s) covenant(s) that Inventor(s) has/have the full right to convey the said entire interest herein assigned and that Inventor(s) has/have not executed and will not execute any agreement in conflict herewith, and Inventor(s) will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts

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known to Inventor(s) respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when Assignee, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, Inventor(s) will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventor(s) further covenant(s) and agree(s) that Inventor(s) will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventor(s) or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.

IN WITNESS WHEREOF, this assignment has been executed by the undersigned.

Jan 30, 2007

JERRY WILMAN JANIK

PROVINCE OF ONTARIO)
CITY OF PETERBOROUGH) ss
COUNTY OF PETERBOROUGH)

Subscribed and sworn to before me this __30th__ day of __January______, 2007.

Notary Public

Seal

Gary E. Ainsworth

A Notary Public in and for the Province of Ontario

My Commission is for Life.

<u>ASSIGNMENT</u>

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **Jerry William Janik** of 908 Burnside Road, Bridge North, Ontario Canada K0L 1H0 and **Scott Van Remortel** of 1562 Highway #261, Bakersville, NC 28705, ("Inventors") who have created a certain invention for which a U.S. Patent Application has been

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and is entitled

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hereby sell, assign and transfer to Unimin Corporation, ("Assignee"), a corporation of the State of Delaware, having a place of business at 258 Elm Street, New Canaan, Connecticut 06840, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including any provisional application(s) from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventor(s) if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventor(s) could have done if the foreign application had been filed in the names of the Inventor(s), and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventor(s) authorize(s) and request(s) the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventor(s) covenant(s) that Inventor(s) has/have the full right to convey the said entire interest herein assigned and that Inventor(s) has/have not executed and will not execute any agreement in conflict herewith, and Inventor(s) will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts

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known to Inventor(s) respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when Assignee, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, Inventor(s) will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventor(s) further covenant(s) and agree(s) that Inventor(s) will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventor(s) or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.

Date		JERRY WILLIAM JANIK	
PROVINCE OF ONTARIO CITY OF COUNTY OF Subscribed and sworn)) ss) to before me this	day of	, 2007
		Notary Public	

Seal

State of North Caroling

)ss:

County of Mitchell

On this 244 day of <u>January</u>, 2007, before me personally came Scott Van Remortel, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same

Notary Public



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RECORDED: 06/13/2008

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