

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Termination and Release of Security Interest in Patents

CONVEYING PARTY DATA

Name	Execution Date
UBS AG, Stamford Branch	05/06/2011

RECEIVING PARTY DATA

Name:	Potters Industries, LLC (f/k/a Potters Industries, Inc.)
Street Address:	300 Lindenwood Drive
Internal Address:	Valleybrooke Corporate Center
City:	Malvern
State/Country:	PENNSYLVANIA
Postal Code:	19355

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

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Patent Number:	6796740
Patent Number:	6533963
Patent Number:	7449503
Patent Number:	7429146
Patent Number:	5022897

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	23368-1200
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NAME OF SUBMITTER:	Dagmar Tricot
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Total Attachments: 6
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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of May 6, 2011 (the "Termination and Release"), from **UBS AG, STAMFORD BRANCH** (the "Agent"), as Administrative Agent and Collateral Agent for the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (as defined below), to **POTTERS INDUSTRIES, LLC** (f/k/a Potters Industries, Inc.) (the "Grantor").

WHEREAS, under the First Lien Guarantee and Collateral Agreement, dated as of July 30, 2007 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral 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 holding Borrower Hedge Agreement Obligations or Borrower Cash Management Obligations), a security interest (the "Security Interest") in certain property, including the Patents and Patent Licenses (each as defined below) applied for or registered with the U.S. Patent and Trademark Office (the "PTO") set forth on Schedule A hereto;

WHEREAS, the grant of the Security Interest in the Patents and Patent Licenses was evidenced by the First Lien Grant of Security Interest in Patents, dated as of July 30, 2007, by the Grantor in favor of the Agent (the "Security Agreement");

WHEREAS, the Security Agreement was recorded in the Patent Division of the PTO on August 30, 2007 at Reel 019767 and Frame 0511; and

WHEREAS, the Agent desires to terminate and release the entirety of its Security Interest in the Patents and Patent Licenses.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Patents and Patent Licenses pursuant to the Guarantee and Collateral Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement, dated as of July 30, 2007, among CPQ MIDCO I Corporation, PQ Corporation, the Foreign Subsidiary Borrowers (as defined therein) from time to time parties thereto, the Lenders, the Agent and the other parties named therein (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") or the Guarantee and Collateral Agreement, as applicable.

1.2 "Patent Licenses" means all written United States license agreements providing for the grant by or to the 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 A.

1.3 "Patents" means (i) all of the Grantor's letters patent of the United States, all reissues and extensions thereof, including, without limitation, any of the foregoing

referred to in Schedule A, (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 A, and (iii) all rights to obtain any reissues or extensions of the foregoing.

SECTION 2. RELEASE OF SECURITY INTEREST. The Agent hereby terminates, releases and discharges its Security Interest in the Patents and Patent Licenses, and any right, title or interest of the Agent in the Patents and Patent Licenses shall hereby cease and become void.

SECTION 3. RECORDATION. The Grantor hereby authorizes and requests that the Commissioner of Patents of the United States record this Termination and Release with the PTO.

SECTION 4. FURTHER ASSURANCES. The Agent shall execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions reasonably necessary for the release of the Security Interest in the Patents and Patent Licenses, in each case at the Grantor's expense.

SECTION 5. GENERAL.

5.1 Governing Law. **THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.**

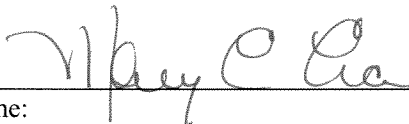
5.2 Successors and Assigns. This Termination and Release shall be binding upon and inure to the benefit of the Agent and the Grantor and their respective successors and assigns.

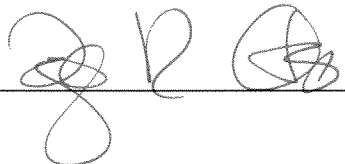
5.3 Counterparts. This Termination and Release may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed page to this Termination and Release by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Termination and Release.

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IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release to be duly executed and delivered as of the date first above written.

UBS AG, STAMFORD BRANCH,
as the Collateral Agent and Administrative Agent

By: 
Name: _____
Title: _____
Mary E. Evans
Associate Director
Banking Products
Services, US

By: 
Name: _____
Title: _____
Irja R. Otsa
Associate Director
Banking Products
Services, US

POTTERS INDUSTRIES, LLC,
as Grantor

By: WJ Sichko, Jr.
Name: William J. Sichko, Jr.
Title: Secretary

Signature Page to First Lien Patent Release

PATENT
REEL: 026247 FRAME: 0653

SCHEDULE A

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
ELECTRICALLY CONDUCTIVE FLEXIBLE COMPOSITION, AND MATERIALS AND METHODS FOR MAKING SAME	6,533,963	3/18/2003	ISSUED
GLASS MICROSPHERES WITH MULTIPLE BUBBLE INCLUSIONS	7,449,503	11/11/2008	ISSUED
HIGHWAY MARKING SPHERE DISPENSING APPARATUS	7,429,146	9/30/2008	ISSUED

Patents Jointly Owned

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

Patent Licenses

None.