## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3030838

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
AMCOL INTERNATIONAL CORPORATION	08/13/2014

#### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	10 S. DEARBORN, 7TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	

#### **PROPERTY NUMBERS Total: 8**

Property Type	Number
Patent Number:	7786189
Patent Number:	7619024
Application Number:	12394819
Application Number:	14329855
Application Number:	14310668
Patent Number:	5853886
Patent Number:	6017632
Patent Number:	6096803

#### **CORRESPONDENCE DATA**

**Fax Number:** (212)455-2502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** (212) 455-2895

**Email:** ksolomon@stblaw.com

Correspondent Name: SAMANTHA J. HIMELMAN, ESQ.

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ATTORNEY DOCKET NUMBER:	509265/1830	
NAME OF SUBMITTER: SAMANTHA J. HIMELMAN		
SIGNATURE:	/sjh/	

502984239 REEL: 033781 FRAME: 0211

PATENT

DATE SIGNED:	09/19/2014	
Total Attachments: 4		
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PATENT REEL: 033781 FRAME: 0212 PATENT SECURITY AGREEMENT dated as of August 13, 2014 (this "Agreement"), among Amcol International Corporation (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of May 9, 2014, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Minerals Technologies Inc. (the "Company"), the Borrowing Subsidiaries party thereto, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of May 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, the other Domestic Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Company and the Borrowing Subsidiaries subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Company and the Borrowing Subsidiaries, will derive substantial benefits from the extension of credit to the Company and the Borrowing Subsidiaries pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a)(i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America or the equivalent thereof in any other country or any political subdivision thereof, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country or any political subdivision thereof, including, in the case of the Grantor, any of the foregoing set forth under its name on Schedule I, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, adjustments or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, import or export the inventions disclosed or claimed therein; and

PATENT REEL: 033781 FRAME: 0213 (b) all exclusive Patent Licenses under which the Grantor is a licensee, including those listed on Schedule I.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

> AMCOL INTERNATIONAL CORPORATION

by

Name Douglas T Dietrich
Title: Senior Via President Finance
& Chief Financial Officer

**PATENT** 

REEL: 033781 FRAME: 0215

### SCHEDULE I

# Patents and Patent Applications

Loan Party	Title	Application No	Jurisdiction	Patent No
AMCOL International Corporation	Oligomer-modified layered inorganic compounds and their use in nanocomposites	10/743,115	U.S.	7786189
AMCOL International Corporation	Resin compositions, intercalates, nanocomposites and laminates prepared with aromatic polyamide and polyphenoxy polymers	11/216,692	U.S.	7619024
AMCOL International Corporation		12/394,819	U.S.	-
AMCOL. International Corporation		14/329,855	U.S.	-
AMCOL International Corporation		14/310,668	U.S.	-

## Exclusive Patent Licenses

Licensee	Licensor	Туре	Registration No.
AMCOL International Corporation	ClayTech	U.S. Utility	5853886
AMCOL International Corporation	ClayTech	U.S. Utility	6017632
AMCOL International Corporation	ClayTech	U.S. Utility	6096803

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RECORDED: 09/19/2014