

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security agreement assignment effective as of 04/02/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KaMin LLC		04/02/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	700 North Pearl Street
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	national banking association:

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	2565526	COATING ARCHITECTURE
Registration Number:	2294719	COVERGLOSS
Registration Number:	2157468	FIBEREX
Registration Number:	0911905	HYDRACOTE
Registration Number:	0548354	HYDRAFIL
Registration Number:	2111893	HYDRAFINE
Registration Number:	0625647	HYDRAFINE
Registration Number:	2678082	HYDRAGLAZE
Registration Number:	0789827	HYDRAGLOSS
Registration Number:	2711383	HYDRALUX
Registration Number:	1607047	HYDRAMATTE
Registration Number:	2540648	HYDRAPLATE
Registration Number:	0897617	HYDRAPRINT
Registration Number:	0911904	HYDRASHEEN

CH \$715.00 2565526

Registration Number:	0556981	HYDRASPERSE
Registration Number:	2400715	LITHOPRINT
Registration Number:	2353625	LITHOSPERSE
Registration Number:	2953172	MOLDX
Registration Number:	0869860	NUCAP
Registration Number:	1728784	NUCOTE
Registration Number:	1575890	NULOK
Registration Number:	1200068	OMNIFIL
Registration Number:	2174522	POLYFIL
Registration Number:	0639166	POLYFIL
Registration Number:	2359191	POLYGLOSS
Registration Number:	2130891	POLYKAP
Registration Number:	1607913	POLYPLATE
Registration Number:	1618257	SAMPAQUE

**CORRESPONDENCE DATA**

Fax Number: (713)229-7764  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 713-229-1864  
Email: andrew.thomison@bakerbotts.com  
Correspondent Name: Baker Botts L.L.P. Attn: Andrew Thomison  
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Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	002642.2426
NAME OF SUBMITTER:	Andrew Thomison
Signature:	/Andrew Thomison/
Date:	04/02/2008

Total Attachments: 8  
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 2, 2008, by KaMin LLC, a Delaware limited liability company (herein called "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent" or "Grantee") for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Grantor owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, Grantor, KaMin Parent LLC, a Delaware limited liability company, the Administrative Agent and the Lenders party thereto have entered into a Credit Agreement dated as of April 2, 2008 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 2, 2008 made by Grantor and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized, as of the date first written above.

**KAMIN LLC**

By: \_\_\_\_\_



Name: Thomas D. Chambers

Title: President

**EXECUTION VERSION**

Acknowledged:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: *RW Atkinson*  
Name: *Richard W. Atkinson*  
Title: *Vice President*

HOU03:1152248

*Signature Page to the Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003751 FRAME: 0505**

Schedule 1

[Attached.]

Trademarks Used in the Kashi Business

DISCLAIMER: JMI has not verified the status of the foreign marks, however US, EU and Canadian marks were confirmed through publicly available databases

Trademark	Country	Goods	Registration #	Status	Registration date	Expiration date/Next Renewal date
COATING ARCHITECTURE	US	Design for others in the field of zeeing formulations used for coating paper, paperboard and nylon	2,565,530	active	April 30, 2002	April 30, 2012
COVERGLOSS	US	fine particle size kaolin clay for use in the manufacture of paper and paperboard	2,294,719	active	November 23, 1999	November 23, 2009
FIBREX	US	kaolin clay used as a wood pulp fiber extender, functional fiber, and coating additive in paper and paperboard	2,157,488	active	May 12, 1998	May 12, 2008
HYDRACOTE	US	Clay	911,905	active	June 8, 1971	June 8, 2011
HYDRAPILL	US	kaolin clay for use in the manufacture of paper and paper-related products	548,324	active	September 18, 1951	September 18, 2011
HYDRAPINE (stylized)	US	kaolin clay for use in the manufacture of paper and paper-related products	2,111,893	active	April 24, 1998	April 24, 2018
HYDRALUX	US	Product	625,647	active	November 11, 1997	
HYDRALUX AZE	CA	dry particles used in paper coating applications	TM4695,612	active	March 18, 2004	March 18, 2019
HYDRALUX AZE	JP	dry particles used in paper coating applications	3,075,188	active	February 28, 2003	February 27, 2013
HYDRALUX AZE	HK	dry particles used in paper coating applications	4,651,358	active	March 7, 2003	March 7, 2013
HYDRALUX AZE	MX	dry particles used in paper coating applications	547,963	active	May 15, 2003	May 15, 2013
HYDRALUX AZE	US	dry particles used in paper coating applications	778,548	active	February 14, 2003	February 10, 2011
HYDRALUX	US	Clay	2,678,082	active	January 21, 2003	January 1, 2013
HYDRALUX	CA	dry particles used in paper coating applications	789,827	active	May 25, 1995	
HYDRALUX 91	US	dry particles used in paper coating applications	TM4690,199	active	January 21, 2004	January 21, 2019
HYDRALUX 91	CN	dry particles used in paper coating applications	2,711,983	active	April 28, 2003	April 29, 2013
HYDRALUX 91	EU	dry particles used in paper coating applications	3,024,881	active	March 28, 2003	March 27, 2013
HYDRALUX 91	JP	dry particles used in paper coating applications	2,475,287	active	November 29, 2003	November 29, 2011
HYDRALUX 91	KR	dry particles used in paper coating applications	4,551,337	active	March 7, 2003	March 7, 2013
HYDRALUX 91	MX	dry particles used in paper coating applications	547,964	active	May 15, 2003	May 15, 2013
HYDRALUX 91	US	kaolin clay based pigments used in the manufacture of paper and paper related products	Unregistered (designation No. 522,583)	pending	July 24, 1990	July 24, 2010
HYDRALUX 91	US	kaolin clay based pigments used in the manufacture of paper and paper related products	1,807,047	active	July 24, 1990	July 24, 2010
HYDRAPLATE	CA	delaminated clay used in paper filler and coating applications	TM458,703	active	July 8, 2003	July 8, 2018
HYDRAPLATE	CN	delaminated clay used in paper filler and coating applications	3,025,188	active	February 28, 2003	February 27, 2013
HYDRAPLATE	EU	delaminated clay used in paper filler and coating applications	2,478,085	active	October 1, 2003	November 23, 2011
HYDRAPLATE	JP	delaminated clay used in paper filler and coating applications	4,683,773	active	June 20, 2003	December 21, 2012
HYDRAPLATE	KR	delaminated clay used in paper filler and coating applications	547,961	active	May 15, 2003	May 15, 2013
HYDRAPLATE	MX	delaminated clay used in paper filler and coating applications	778,548	active	February 14, 2003	December 10, 2011
HYDRAPLATE	US	delaminated clay used in paper filler and coating applications	2,540,648	active	February 19, 2002	February 19, 2012
HYDRAPLATE	US	Clay	897,917	active	September 1, 1970	September 1, 2010
HYDRASHERN	US	Clay	911,904	active	June 8, 1971	June 8, 2011
HYDRASHERSE	US	fine particle size kaolin clay useful in the manufacture of paper and paperboard products	556,981	active	April 1, 1952	April 1, 2012
JAPANGLASS	JP	fine particle size kaolin clay useful in the manufacture of paper and paperboard products	4,848,098	active	March 11, 2005	March 11, 2015
LITHOPRINT	DE	clays and other mineral products for industrial purposes in Int. Class 2	39,904,957	active	August 2, 2000	
LITHOPRINT	FI	clays for use in the manufacture of paper and paperboard in Int. Class 2	218,933	active	October 13, 2000	October 13, 2010
LITHOPRINT	JP	clays for use in the manufacture of paper and paperboard in Int. Class 2	4,436,654	active	December 1, 2000	December 1, 2010
LITHOPRINT	US	clays for use in the manufacture of paper and paperboard	2,400,715	active	October 31, 2000	October 31, 2010
LITHOSPERS	AU	High performance treated clay	812,487	active	November 5, 1998	November 5, 2009
LITHOSPERS	CH	High performance treated clay	471,158	active	May 1, 2000	May 1, 2010
LITHOSPERS	CN	High performance treated clay	1,576,007	active	May 29, 2001	May 29, 2011
LITHOSPERS	DE	High performance treated clay, in particular, aluminum silicate	39,872,728	active	April 27, 2000	November 24, 2009
LITHOSPERS	FR	High performance treated clay	98,221,002	active	November 3, 1999	November 3, 2009
LITHOSPERS	ID	High performance treated clay	467,828	active	February 28, 2003	February 28, 2013
LITHOSPERS	IN	High performance treated clay	894,482	active	November 28, 2003	November 28, 2013
LITHOSPERS	JP	High performance treated clay	4,439,880	active	March 18, 2001	March 16, 2011
LITHOSPERS	KR	High performance treated clay	4,439,880	active	June 28, 2001	June 28, 2011
LITHOSPERS	MX	High performance treated clay	789,575	active	May 26, 1998	May 26, 2009
LITHOSPERS	TH	High performance treated clay (China clay)	747,201,058	active	February 15, 2011	February 15, 2011
LITHOSPERS	TW	High performance treated clay for use in the manufacture of links	2,353,925	active	May 30, 2000	May 30, 2010
LITHOSPERS	US	kaolin for use as a filler in molded articles	2,953,172	active	May 17, 2005	May 17, 2015
MOLOX	EU	kaolin for use as a filler in molded articles	2,953,172	active	May 17, 2005	May 17, 2015
NICAP	US	uses as an ingredient in molded articles	2978215	active	May 17, 2005	December 12, 2012
NICOOTE	US	Clay	889,160	active	May 27, 1969	November 3, 2012
NICOOTE	US	Clay pigments of clay based pigments used as rubber slip dip or shading agents in the manufacture of rubber or rubber products	1,728,784	active	November 3, 1992	November 3, 2012
NULOK	US	Clay used as a filler and lubricant in manufacturing rubber	1,575,890	active	January 9, 1990	January 8, 2010



Trademarks Used in the Kaojin Business

Trademark	Country	Goods	Registration #	Status	Registration date	Expiration date/next renewal due date
QUINPRIC	US	Clay for use as a filler in paper goods	1,200,068	active	July 6, 1982	July 6, 2012
POLYFIL	US	Kaolin clay for use with thermoplastic and thermoset resins and elastomers for general industrial use in the plastics industry	2,174,522	active	January 1, 1987	January 1, 2017
POLYFIL	US	Kaolin clay for use in polymeric applications and having a variety of industrial uses.	639,166	active	July 21, 1988	July 21, 2008
POLYFIL	US	Finely divided clay for use in elastomer compositions.	639,165	active	n/a	n/a
POLYGLOSS	US	Fine particle clay for use in the manufacture of aqueous and solvent-based coatings, pigments and inks.	2,359,191	active	June 20, 2000	June 20, 2010
POLYGLOSS	BR	Fine particle clay for use in the manufacture of aqueous and solvent-based coatings, pigments and inks.		pending	n/a	n/a
POLYKAP	JP	Rubber treating agents and other chemicals; plant growth regulating preparations; adhesives (not for stationery or household purposes); higher fatty acids; mordanting metals; Kaojin; benzoin and other non-metallic minerals; pigments; dyes and starches for industrial use; fertilizers; photographic materials; artificial spermaters; and ceramic glazing.	4,018,763	active	June 27, 1987	June 27, 2017
POLYKAP	KR	Chemically treated clay for use as a reinforcing filler in rubber compounds and rubber-like compounds.	403,332	active	June 5, 1998	June 5, 2008
POLYKAP	MY	Chemically treated clay for use as a reinforcing filler in rubber compounds and rubber-like compounds.	97,001,997	active	May 16, 2003	February 18, 2004
POLYKAP	TH	Chemically treated clay for use as a reinforcing filler for use in the manufacturing of black and non-black rubber compounds for industrial use.	KOR65596	active	November 29, 1988	November 29, 2006
POLYKAP	TW	Chemically treated clay for use as a reinforcing filler for use in the manufacturing of black and non-black rubber compounds for industrial use.	808,203	active	July 18, 1988	July 18, 2006
POLYKAP	US	Chemically treated clay for use as a reinforcing filler for use in the manufacturing of black and non-black rubber compounds for industrial use.	2,130,891	active	January 20, 1986	January 20, 2006
POLYPLATE	US	Deaerated kaolin clay based pigments.	1,607,913	active	July 31, 1990	July 31, 2010
SAMPAGUE	US	Kaolin clay based pigments used as opacifying agents.	1,610,267	active	October 23, 1990	October 23, 2010

## **Kaolin Common Law Trademarks**

Nylok

kaolin in plastics