

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oglebay Norton Company		01/31/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Silver Point Finance, LLC		
Street Address:	Two Greenwich Plaza, 1st Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2028307	ON	
Registration Number:	2088556	ON	
Registration Number:	2080590	ON	
Registration Number:	2028305	ON	
Registration Number:	1161244	ON	
Registration Number:	2085242	OGLEBAY NORTON	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Daniel Angel, Esq.		

CH \$165.00 2028307

Signature:	/sas for da/
Date:	02/10/2005
Total Attachments: 4 source=OGLEBAY2#page1.tif source=OGLEBAY2#page2.tif source=OGLEBAY2#page3.tif source=OGLEBAY2#page4.tif	

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, OGLEBAY NORTON COMPANY. (the "Assignor"), an Ohio corporation, holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated January 31, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Silver Point Finance, LLC, as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the Agents and Lenders (as such terms are defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 31, 2005.

OGLEBAY NORTON COMPANY

By: *J. Boland*
Name:
Title:

Grant of Security Interest (Trademarks)

TRADEMARK
REEL: 003027 FRAME: 0058

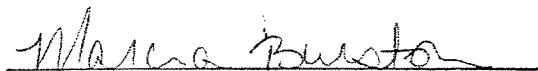
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

ss.:

COUNTY OF _____

On this ____ day of _____ 2005, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


[NOTARY SEAL]

MARCIA BURSTON
NOTARY PUBLIC • STATE OF OHIO
My commission expires March 3, 2008

Grant of Security Interest (Trademarks)

TRADEMARK
REEL: 003027 FRAME: 0059

SCHEDULE A
U.S. TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
COMPASS POINT LOGO (black/white)	2,028,307	January 7, 1997
COMPASS POINT LOGO (black and white)	2,088,556	August 19, 1997
COMPASS POINT LOGO (color)	2,080,590	July 22, 1997
COMPASS POINT LOGO (color)	2,028,305	January 7, 1997
COMPASS POINT LOGO (color/old logo)	1,161,244	July 14, 1981
OGLEBAY NORTON	2,085,242	August 5, 1997

OHIO TRADEMARK REGISTRATION

MARK	REG. NO.	REG. DATE
COLUMBIA TRANSPORTATION	50918	November 30, 1978