

**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               |
|----------------|----------|----------------|---------------------------|
| PQ Corporation |          | 03/11/2005     | CORPORATION: PENNSYLVANIA |

**RECEIVING PARTY DATA**

|                 |   |
|-----------------|---|
| Name:           | UBS AG, Stamford Branch, as Administrative Agent            |
| Street Address: | 677 Washington Boulevard                                    |
| City:           | Stamford  |
| State/Country:  | CONNECTICUT   |
| Postal Code:    | 06901   |
| Entity Type:    | Connecticut-licensed branch of a Swiss banking corporation: |

**PROPERTY NUMBERS Total: 45**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 506738  | O         |
| Registration Number: | 509700  | A         |
| Registration Number: | 506757  | B         |
| Registration Number: | 509701  | G         |
| Registration Number: | 526917  | GD        |
| Registration Number: | 506735  | J         |
| Registration Number: | 129525  | K         |
| Registration Number: | 2573354 | L         |
| Registration Number: | 506736  | M         |
| Registration Number: | 506737  | N         |
| Registration Number: | 507666  | SS        |
| Registration Number: | 2569790 | V         |
| Registration Number: | 2291491 | ADVERA    |
| Registration Number: | 2626501 | AGSIL     |

OP \$1140.00 506738

|                      |          |                  |
|----------------------|----------|------------------|
| Registration Number: | 794289   | BRITESIL         |
| Registration Number: | 1345389  | BRITESORB        |
| Registration Number: | 794290   | BRITESORB        |
| Registration Number: | 1347046  | BRITESORB        |
| Registration Number: | 2700135  | COOL             |
| Registration Number: | 2722304  | E ECODRILL       |
| Registration Number: | 2670146  | ECODRILL         |
| Registration Number: | 2725447  | ECODRILL         |
| Registration Number: | 2689573  | EXTENDOSPHERES   |
| Registration Number: | 2161292  | GO SOAK YOURSELF |
| Registration Number: | 2281383  | GO SOAK YOURSELF |
| Registration Number: | 2584933  | JUMBOGEMS        |
| Registration Number: | 398704   | KASIL            |
| Registration Number: | 1202446  | KASOLV           |
| Registration Number: | 2109859  | MAGNAGROW        |
| Registration Number: | 2399245  | MEDOX            |
| Registration Number: | 1467816  | METALITE         |
| Registration Number: | 898540   | METSO            |
| Registration Number: | 832792   | METSO BEADS      |
| Registration Number: | 872397   | METSO PENTABEAD  |
| Registration Number: | 1163243  |                  |
| Registration Number: | 805394   | PQ               |
| Registration Number: | 807715   | PQ               |
| Registration Number: | 2190931  | PQ SIEVES        |
| Registration Number: | 929404   | Q-CEL            |
| Registration Number: | 1386407  | SILPREC          |
| Registration Number: | 510420   | STARSO           |
| Registration Number: | 1196032  | VALFOR           |
| Serial Number:       | 78501603 | CERAMSIL         |
| Serial Number:       | 78497797 | LITHISIL         |
| Registration Number: | 2909062  | TS-PQ            |

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-2254  
Email: ksolomon@stblaw.com  
Correspondent Name: Robyn Rahbar, Esq  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

|                    |              |
|--------------------|--------------|
| NAME OF SUBMITTER: | Robyn Rahbar |
| Signature:         | /rr/         |
| Date:              | 03/29/2005   |

Total Attachments: 6  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 11, 2005 is made by PQ CORPORATION, a Pennsylvania corporation (the "Obligor"), in favor of UBS AG, Stamford Branch, a Connecticut-licensed branch of a Swiss banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of February 11, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NIAGARA ACQUISITION, INC., a Delaware corporation ("Borrower"), NIAGARA HOLDINGS, INC., a Delaware corporation ("Holdings"), the Lenders, the Agent, JPMORGAN CHASE BANK, N.A., as Syndication Agent, CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands branch, as Documentation Agent, and J.P. MORGAN SECURITIES INC. and UBS SECURITIES LLC as joint lead arrangers and joint book runners. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of February 11, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PQ CORPORATION

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

Name:

Title:

UBS AG, Stamford Branch  
as Administrative Agent for the Lenders

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

Name: Wilfred V. Saint

Title: Director  
Banking Products  
Services, US

  
Juan Zuniga  
Associate Director  
Banking Products Services US

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PQ CORPORATION

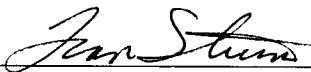
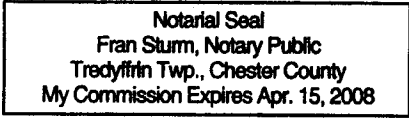
By:   
Name: William Legg  
Title: CFO

UBS AG, Stamford Branch  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF )  
 ) ss  
COUNTY OF )

On the 11th day of March, 2005, before me personally came William Levy, who is personally known to me to be the CFO of PQ Corporation, a Pennsylvania corporation; who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public COMMONWEALTH OF PENNSYLVANIA  
  
Member, Pennsylvania Association of Notaries  
(PLACE STAMP AND SEAL ABOVE)

STATE OF Connecticut  
COUNTY OF Saunder <sup>SS</sup>

On the 11th day of March, 2005, before me personally came Wilfred Sain & Juan Lopez who is personally known to me to be the Director & A.D of UBS AG, Stamford Branch, a Connecticut-licensed branch of a Swiss banking corporation; who, being duly sworn, did depose and say that she/he is the Director & A.D in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

**My Commission Expires 6/30/08**



## SCHEDULE A

### U.S. Trademark Registrations and Applications

| <u>Trademark</u>      | <u>Registration or Serial Number</u> |
|-----------------------|--------------------------------------|
| O                     | 506,738                              |
| A                     | 509,700                              |
| B                     | 506,757                              |
| G                     | 509,701                              |
| GD                    | 526,917                              |
| J                     | 506,735                              |
| K                     | 129,525                              |
| L                     | 2,573,354                            |
| M                     | 506,736                              |
| N                     | 506,737                              |
| SS                    | 507,666                              |
| V                     | 2,569,790                            |
| ADVERA                | 2,291,491                            |
| AGSIL                 | 2,626,501                            |
| BRITESIL              | 794,289                              |
| BRITESORB             | 1,345,389                            |
| BRITESORB             | 794,290                              |
| BRITESORB             | 1,347,046                            |
| COOL                  | 2,700,135                            |
| E ECODRILL AND DESIGN | 2,722,304                            |
| ECODRILL              | 2,670,146                            |
| ECODRILL              | 2,725,447                            |
| EXTENDOSPHERES        | 2,689,573                            |
| GO SOAK YOURSELF      | 2,161,292                            |
| GO SOAK YOURSELF      | 2,281,383                            |
| JUMBOGEMS             | 2,584,933                            |
| KASIL                 | 398,704                              |
| KASOLV                | 1,202,446                            |
| MAGNAGROW             | 2,109,859                            |
| MEDOX                 | 2,399,245                            |
| METALITE              | 1,467,816                            |
| METSO                 | 898,540                              |
| METSO BEADS           | 832,792                              |
| METSO PENTABEAD       | 872,397                              |
| PQ DESIGN ONLY        | 1,163,243                            |
| PQ                    | 805,394                              |
| PQ                    | 807,715                              |
| PQ SIEVES             | 2,190,931                            |
| Q-CEL                 | 929,404                              |
| SILPREC               | 1,386,407                            |
| STARSO                | 510,420                              |
| VALFOR                | 1,196,032                            |
| CERAMSIL              | 78/501,603                           |
| LITHISIL              | 78/497,797                           |
| TS-PQ                 | 2,909,062                            |