

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Minova International Limited	FORMERLY FOSROC Mining International Limited	02/08/2006	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	1 Churchill Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1575016	LOKSET	
Registration Number:	1690186	TEKSEAL	
Registration Number:	2176583	AIRTITE	
Registration Number:	2782200	TEKFLEX	
Registration Number:	2829761	TEKPAK	
Registration Number:	2900610	ECLIPSE	
Registration Number:	2944792	ECLIPSE	
CORRESPONDENCE DATA			
Fax Number:	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Carrie Kingsley, Fried Frank, et al. LLP		
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ATTORNEY DOCKET NUMBER:

10743-19

DOMESTIC REPRESENTATIVE

Name:

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NAME OF SUBMITTER:

Carrie B. Kingsley

Signature:

/CBK/

Date:

04/04/2006

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MINOVA INTERNATIONAL LIMITED (formerly known as FOSROC MINING INTERNATIONAL LIMITED), a corporation organized under the laws of the United Kingdom (the “Grantor”), having its chief executive office at Brookstreet des Roches, Des Roches Square, Witon Way Witney, Oxfordshire OX28 4LF, hereby grants to BARCLAYS BANK PLC, as Collateral Agent (the “Grantee”), with offices at 1 Churchill Place, London, E14 5HP, United Kingdom, by way of security for the Secured Obligations as defined in the Security Agreement referred to below, a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all United States patents, including, without limitation, all United States patents described on Schedule A hereto, and any renewals thereof;
- (ii) all other letters patent and design letters patent of the United States;
- (iii) all applications filed or in preparation for filing for letters patent and design letters patent of the United States, including, without limitation, applications in the United States Patent and Trademark Office or in any similar office or agency of the United States;
- (iv) all reissues, divisions, continuations, continuations-in-part, revisions, renewals or extensions of any of the foregoing;
- (v) all agreements (each a “Patent License”) granting to the Grantor any right, whether exclusive or non-exclusive, with respect to any person’s or entity’s United States patent or pursuant to which the Grantor has granted to any other person or entity, any right, whether exclusive or non-exclusive, with respect to any United States patent, including, without limitation, the Patent Licenses set forth on the Schedule A hereto;
- (vi) all United States trademarks and service marks, trademark and service mark registrations and trademark and service mark applications, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark, trademark and service mark registration, and trademark and service mark application, including each trademark, trademark registration and trademark application referred to in Schedule B hereto; but excluding in all cases all intent-to-use United States trademark applications until an amendment to allege use or statement of use has been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, and has been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office;
- (vii) all other trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names and trade dress which are or have been used in the United States or in any state, territory or possession thereof, along with all 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 general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law;

(viii) all reissues, extensions and renewals of any trademark or service mark, trademark or service mark registration, trademark or service mark application or other item referred to in paragraph (f) or (g) above;

(ix) all agreements (each a "Trademark License") now or hereafter in existence granting to the Grantor any right, whether exclusive or non-exclusive, to use another person's or entity's United States trademarks or trademark applications, or pursuant to which the Grantor has granted to any other person or entity any right, whether exclusive or non-exclusive, to use any United States trademark, whether or not registered, including, without limitation, the Trademark Licenses set forth on Schedule B hereto, and the rights to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by the Grantor and now or hereafter covered by such Trademark Licenses;

(x) all claims for, and rights to sue for, past, present or future infringement of any of the foregoing;

(xi) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Patent Licenses and/or Trademark Licenses (each as defined above) in connection therewith; and

(xii) all rights corresponding to any of the foregoing arising under the laws of the United States.

THIS GRANT OF SECURITY INTEREST is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement between (among others) the Grantor and the Grantee, as Collateral Agent, dated February , 2006, as amended, modified or supplemented from time to time (the "Security Agreement"), and is granted in recognition of and subject to the priority of the security interest granted by the Grantor to the Grantee pursuant to an Assignment of Security Interest in United States Patents and Trademarks, dated as of March 31, 2003, which document was recorded with the United States Patent and Trademark Office on May 28, 2003, at Reel/Frame 2756/0864, and on May 21, 2003, at Reel/Frame 14128/0459. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF SECURITY INTEREST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF UNITED STATES FEDERAL OR OTHER LAW.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 8 day of February, 2006.

MINOVA INTERNATIONAL LIMITED, as Grantor

By: [Signature]
Name:
Title:

BARCLAYS BANK PLC, as Collateral Agent, as Grantee

By: [Signature]
Name: ERIC VINCENT
Title: DIRECTOR

County of _____
State/Country of _____

The foregoing instrument was acknowledged before me this _____ day of February, 2006 by _____ as Attorney-in-fact of Minova International Limited, a corporation organized under the laws of the United Kingdom, on behalf of Minova International Limited.

My commission expires:

Notarial Seal

Notary Public

Schedule A to Patent and Trademark Grant of Security Interest

PATENTS AND PATENT APPLICATIONS

<u>Serial No./ Patent No.</u>	<u>Application/ Registration Date</u>	<u>Issue Title</u>
5141365	25-Aug-1992	Backfilling in mines
4875937	24-Oct-1989	Cement Comp Containing HAC
10/432727	14-Jul-2003	Cement Silicate Compositions
6869987	12-Mar-2002	Cementitious compositions and a method of their use
6780237	24-Aug-2004	Cementitious Compositions and Use Method
6713554	30-Mar-2004	Compositions for the manufacture of organo-mineral products, products obtained therefrom and their use
6,991,547	31-Jan-2006	Offset Roof Bolts
10/488544	11-Sep-2002	Offset Roof Bolts
4920155	24-Apr-1990	Organomineral Foamed Materials
4871829	3-Oct-1989	Organomineral Products
10/434126	9-May-2003	Roof bolts for use in mines, a method for their production and a method for their installation
5 165 958	24-Nov-1992	Sealing Mine Stoppings
5560736	10-Jul-1995	Sealing Off Water-Influx Points
5330785	19-Jul-1994	Sealing Unstable Rock Strata
6926769	9-Aug-2005	Tekflex Based on H.A.C.

Schedule B to Patent and Trademark Grant of Security Interest

TRADEMARKS

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
1,575,016	2-Jan-1990	LOKSET
1,690,186	2-Jun-1992	TELSEAL
2,176,583	28-Jul-1998	AIRTITE
2,782,200	11-Nov-2003	TEKFLEX
2,829,761	6-Apr-2004	TEKPAK
2,900,610	2-Nov-2004	ECLIPSE
2,944,792	26-Apr-2005	ECLIPSE