

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
NYCO Minerals, Inc.		11/07/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1460455	NYCO
Registration Number:	1579679	NYAD G
Registration Number:	1087944	NYAD
Registration Number:	3448891	NYCOR
Registration Number:	1088443	NYCOR
Registration Number:	1378694	WOLLASTOCOAT
Registration Number:	1330375	MICACOAT
Registration Number:	2008091	NYGLOS
Registration Number:	2008092	RRIMGLOS
Registration Number:	2350603	ULTRAFIBE
Registration Number:	3370883	ELEKTRA-STAT
Serial Number:	77117219	ASPECT

CORRESPONDENCE DATA

CH \$315.00 1460455

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1692805
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/18/2008

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 7th day of November, 2008, NYCO MINERALS, INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 803 Mountain View Drive, P.O. Box 367, Willsboro, New York 12996, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, Agent and the other debtors party thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the

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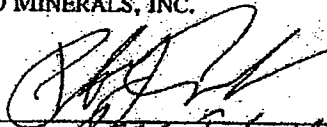
1692805/NCM

trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be
duly executed as of the date and year last above written.

NYCO MINERALS, INC.

By: 
Name: Peter J. Goodman
Title: Vice President

Acc _____ of the date and year last above written.

BANK OF MONTREAL, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NYCO MINERALS, INC.

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By: THAD RASCHE
Name: Thad Rasche
Title: Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REGISTRATION NO.	REGISTRATION DATE
NYCO®	1460455	October 13, 1987
NYAD G®	1579679	January 30, 1990
NYAD®	1087944	March 28, 1978
NYCOR®	3,448,891	June 17, 2008
NYCOR® (SYMBOL)	1,088,443	April 4, 1978
WOLLASTOCOAT®	1378694	January 21, 1986
MICACOAT®	1330375	July 11, 1984
NYGLOS®	2008091	October 15, 1996
RRIMGLOS®	2008092	October 15, 1996
ULTRAFIBE®	2350603	May 16, 2000
ELKTRA-STAT®	3,370,883	January 15, 2008

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
ASPECT	77/117219	February 27, 2007