

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Lien Termination and Release of Security Interest in Trademarks |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|----------------------|
| UBS AG, Stamford Branch | | 05/06/2011 | COMPANY: SWITZERLAND |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | Potters Industries, LLC (f/k/a Potters Industries, Inc.) |
| Street Address: | 300 Lindenwood Drive |
| Internal Address: | Valleybrooke Corporate Center |
| City: | Malvern |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19355 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 25

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 368247 | CATAPHOTE |
| Registration Number: | 696211 | GLAS-SHOT |
| Registration Number: | 1502914 | VISIBEAD |
| Registration Number: | 2803713 | LUMINIGHT |
| Registration Number: | 802502 | GLAS-SHOT |
| Registration Number: | 815582 | BALLOTINI |
| Registration Number: | 950699 | MICROBEADS |
| Registration Number: | 921789 | MICROBEADS |
| Registration Number: | 883662 | ALERT |
| Registration Number: | 3204366 | BALLOTINI BLASTER |
| Registration Number: | 3038525 | GLASS FILL |
| Registration Number: | 1177309 | SPHERIGLASS |
| Registration Number: | 1903374 | VISIGUN |

900191401

TRADEMARK
 REEL: 004537 FRAME: 0750

CH \$640.00 368247

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|----------------------|---------|---------------|
| Registration Number: | 1645687 | SPHERICEL |
| Registration Number: | 3148383 | RETROTECH |
| Registration Number: | 1769201 | LASERLUX |
| Registration Number: | 1946933 | LUXSIL |
| Registration Number: | 1312905 | CONDUCT-O-FIL |
| Registration Number: | 921573 | MICROBEADS |
| Registration Number: | 2417722 | BRITE-BLEND |
| Registration Number: | 2463617 | AQUA-BRITE |
| Registration Number: | 2469333 | THERMO-BRITE |
| Registration Number: | 2468585 | EPOXY-BRITE |
| Registration Number: | 929959 | GOLD DIGGER |
| Registration Number: | 857709 | BLAST-O-LITE |

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Dagmar Tricot, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 23368-1200 |
| NAME OF SUBMITTER: | Dagmar Tricot |
| Signature: | /Dagmar Tricot/ |
| Date: | 05/09/2011 |

Total Attachments: 5
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 6, 2011 (the "Termination and Release"), from **UBS AG, STAMFORD BRANCH** (the "Agent"), as Administrative Agent and Collateral Agent for the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (as defined below), to **POTTERS INDUSTRIES, LLC** (f/k/a Potters Industries, Inc.) (the "Grantor").

WHEREAS, under the First Lien Guarantee and Collateral Agreement, dated as of July 30, 2007 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), the Grantor granted to the Collateral Agent, for the ratable benefit of the Collateral Agent, the Administrative Agent and the Lenders (and any affiliates of any Lender holding Borrower Hedge Agreement Obligations or Borrower Cash Management Obligations), a security interest (the "Security Interest") in certain property, including the Trademarks and Trademark Licenses (each as defined below) applied for or registered with the U.S. Patent and Trademark Office (the "PTO") set forth on the schedules hereto;

WHEREAS, the grant of the Security Interest in the Trademarks and Trademark Licenses was evidenced by the First Lien Grant of Security Interest in Trademarks, dated as of July 30, 2007, by the Grantor in favor of the Agent (the "Security Agreement");

WHEREAS, the Security Agreement was recorded in the Trademark Division of the PTO on August 30, 2007 at Reel 3612 and Frame 0737; and

WHEREAS, the Agent desires to terminate and release the entirety of its Security Interest in the Trademarks and Trademark Licenses.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks and Trademark Licenses pursuant to the Guarantee and Collateral Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement, dated as of July 30, 2007, among CPQ MIDCO I Corporation, PQ Corporation, the Foreign Subsidiary Borrowers (as defined therein) from time to time parties thereto, the Lenders, the Agent and the other parties named therein (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") or the Guarantee and Collateral Agreement, as applicable.

1.2 "Trademark Licenses" means all written United States license agreements providing for the grant by or to the Grantor of any right to use any trademark, including, without limitation, any of the foregoing referred to in Schedule A.

1.3 "Trademarks" means (i) all of the Grantor's trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill

associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the PTO or in any similar office or agency of the United States or any State thereof, and all United States common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A, and (ii) the right to obtain all renewals thereof.

SECTION 2. RELEASE OF SECURITY INTEREST. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks and Trademark Licenses, and any right, title or interest of the Agent in the Trademarks and Trademark Licenses shall hereby cease and become void.

SECTION 3. RECORDATION. The Grantor hereby authorizes and requests that the Commissioner of Trademarks of the United States record this Termination and Release with the PTO.

SECTION 4. FURTHER ASSURANCES. The Agent shall execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions reasonably necessary for the release of the Security Interest in the Trademarks and Trademark Licenses, in each case at the Grantor's expense.

SECTION 5. GENERAL.

5.1 Governing Law. **THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.**

5.2 Successors and Assigns. This Termination and Release shall be binding upon and inure to the benefit of the Agent and the Grantor and their respective successors and assigns.

5.3 Counterparts. This Termination and Release may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed page to this Termination and Release by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Termination and Release.

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IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release to be duly executed and delivered as of the date first above written.

UBS AG, STAMFORD BRANCH,
as the Collateral Agent and Administrative Agent

By: Mary E. Evans
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director
Banking Products
Services, US

POTTERS INDUSTRIES, LLC,
as Grantor

By: WJ Sichko, Jr.
Name: William J. Sichko, Jr.
Title: Secretary

SCHEDULE A

Trademarks

| REGISTRATION # | REGISTRATION DATE | TRADEMARK |
|----------------|-------------------|-------------------|
| 368,247 | 6 /13/1939 | CATAPHOTE |
| 696,211 | 4/12/1960 | GLAS-SHOT |
| 1,502,914 | 9 /6 /1988 | VISIBEAD |
| 2,803,713 | 1 /6 /2004 | LUMINIGHT |
| 802,502 | 1 /25/1966 | GLAS-SHOT |
| 815,582 | 9 /20/1966 | BALLOTINI |
| 950,699 | 1 /16/1973 | MICROBEADS |
| 921,789 | 10/12/1971 | MICROBEADS |
| 883,662 | 1 /6 /1970 | ALERT |
| 3,204,366 | 1/30/2007 | BALLOTINI BLASTER |
| 3,038,525 | 1 /3 /2006 | GLASS FILL |
| 1,177,309 | 11/10/1981 | SPHERIGLASS |
| 1,903,374 | 7 /4 /1995 | VISIGUN |
| 1,645,687 | 5/21/1991 | SPHERICEL |
| 3,148,383 | 9 /26/2006 | RETROTECH |
| 1,769,201 | 5 /4 /1993 | LASERLUX |
| 1,946,933 | 1 /9 /1996 | LUXSIL |
| 1,312,905 | 1 /8 /1985 | CONDUCT-O-FIL |
| 921,573 | 10/5 /1971 | MICROBEADS |
| 2,417,722 | 1/2/2001 | BRITE-BLEND* |
| 2,463,617 | 6/26/2001 | AQUA-BRITE* |
| 2,469,333 | 7/17/2001 | THERMO-BRITE* |
| 2,468,585 | 7/10/2001 | EPOXY-BRITE* |
| 929,959 | 2/29/1972 | GOLD DIGGER |
| 857,709 | 10/1/1968 | BLAST-O-LITE* |

Trademark Licenses

None.

* Unreleased security interest granted by prior owner to U.S. Bank National Association.