

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second 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

900191402

TRADEMARK
 REEL: 004537 FRAME: 0763

CH \$640.00 368247

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 Second 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 Second 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 0745; 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 Second Lien Credit Agreement, dated as of July 30, 2007, among CPQ MIDCO I Corporation, PQ Corporation, 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.

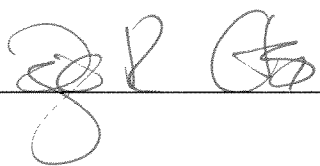
5.3 Counterparts. This Termination and Release may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of 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: 
Name: _____
Title: _____
Mary E. Evans
Associate Director
Banking Products
Services, US

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

POTTERS INDUSTRIES, LLC,
as Grantor

By: WJ Sichko
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.