

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Grant of Security Interest in Trademarks Amendment No. 1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PQ Corporation		04/02/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, as Successor Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	506738	O
Registration Number:	1467816	METALITE
Registration Number:	506736	M
Registration Number:	506737	N
Registration Number:	2670146	ECODRILL
Registration Number:	3073593	BRITESORB
Registration Number:	872397	METSO PENTABEAD
Registration Number:	1163243	
Registration Number:	2584933	JUMBOGEMS
Registration Number:	398704	KASIL
Registration Number:	2281383	GO SOAK YOURSELF
Registration Number:	2700135	COOL
Registration Number:	2109859	MAGNAGROW
Registration Number:	832792	METSO BEADS

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Registration Number:	898540	METSO
Registration Number:	794289	BRITESIL
Registration Number:	509701	G
Registration Number:	510420	STARSO
Registration Number:	2291491	ADVERA
Registration Number:	2626501	AGSIL
Registration Number:	2569790	V
Registration Number:	526917	GD
Registration Number:	129525	K
Registration Number:	2573354	L
Registration Number:	507666	SS
Registration Number:	1202446	KASOLV
Registration Number:	509700	A
Registration Number:	1196032	VALFOR
Registration Number:	3212457	DRYMET
Registration Number:	3288636	LITHISIL
Registration Number:	3370531	SIL-MATRIX
Registration Number:	3817359	ALPHACAT
Registration Number:	4091844	PREXSIL
Registration Number:	3004340	ZEOLYST
Registration Number:	3784128	ZEOLYST INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: (212)909-6836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Jessica Lehrman, 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:	Jessica Lehrman
Signature:	/Jessica Lehrman/
Date:	04/03/2012

TRADEMARK

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SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS AMENDMENT NO. 1

SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS AMENDMENT NO. 1, dated as of April 2, 2012 (this "**Amendment**"), among PQ CORPORATION, a Pennsylvania corporation ("**Grantor**"), UBS AG, Stamford Branch ("**UBS**"), as Existing Agent (as defined below), and CREDIT SUISSE AG ("**Credit Suisse**"), as Successor Agent (as defined below), relating to the Second Lien Grant of Security Interest in Trademarks referred to below. Capitalized terms used but not defined herein have the respective meanings given to them in the Amended Credit Agreement (as defined below) or the Successor Agent Agreement (as defined below), as applicable.

A. WHEREAS, on April 2, 2012, CPQ MIDCO I Corporation, Grantor, each Subsidiary Guarantor, the Lenders party thereto, UBS and Credit Suisse entered into (a) the Credit Agreement Amendment No. 1 amending the First Lien Credit Agreement dated as of July 30, 2007 and Amended and Restated as of the Effective Date (as amended, the "**Amended Credit Agreement**") among CPQ MIDCO I Corporation, Grantor, the Lenders party thereto and UBS, as administrative agent, pursuant to which Credit Suisse has replaced UBS as the Administrative Agent and Collateral Agent under the First Lien Loan Documents and (b) the Second Lien Successor Agent Agreement dated as of April 2, 2012 (the "**Successor Agent Agreement**") among UBS, Credit Suisse, Grantor and the Lenders party thereto, pursuant to which Credit Suisse has replaced UBS as the Administrative Agent and Collateral Agent under the Second Lien Loan Documents (Credit Suisse, in such capacity under both the First Lien Loan Documents and the Second Lien Loan Documents, the "**Successor Agent**" and UBS, in such capacity under both the First Lien Loan Documents and the Second Lien Loan Documents, the "**Existing Agent**").

B. WHEREAS, in connection with the Amended Credit Agreement and the Successor Agent Agreement, the parties wish to amend the Second Lien Grant of Security Interest in Trademarks, dated as of July 30, 2007 (the "**Second Lien Grant of Security Interest in Trademarks**"), made by Grantor in favor of UBS and recorded in the Trademark Division of the PTO at Reel/Frame 3612/0717 to reflect Credit Suisse as the new Administrative Agent and Collateral Agent and update Schedule I.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto hereby agree as follows.

SECTION 1. Replacement of Administrative and Collateral Agent. Any and all references to UBS are hereby deleted from the Second Lien Grant of Security Interest in Trademarks and are replaced by references to Credit Suisse.

SECTION 2. Assignment of Security Interest. UBS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns to Credit Suisse, all of UBS's right, title and interest in, to and under the Trademark Collateral, including, without limitation, the security interest granted by the Grantors to UBS in and to all of the Grantors' right, title and interest in, to and under the Trademark Collateral. Such assignment is made without recourse to, or representation or warranty by, UBS.

SECTION 3. Amendment to Schedule I. Schedule I to the Second Lien Grant of Security Interest in Trademarks is hereby amended and replaced by Schedule I attached hereto.

SECTION 4. Confirmation of Other Provisions. Except as modified hereunder, all other terms and provisions of the Second Lien Grant of Security Interest in Trademark are hereby confirmed and ratified in all respects.

SECTION 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier (or other electronic transmission) of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment.

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

PQ CORPORATION, as Grantor

By: WJ Sichko, Jr.
Name: William J. Sichko, Jr.
Title: Chief Administrative Officer,
Secretary and Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Successor Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

UBS AG, STAMFORD BRANCH, as Existing Agent

By: _____
Name:
Title:

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

PQ CORPORATION, as Grantor

By: _____
Name: William J. Sichko, Jr.
Title: Chief Administrative Officer,
Secretary and Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Successor Agent

By: _____
Name: John D. Toronto
Title: Managing Director

By: _____
Name: VIPUL DHADDA
Title: ASSOCIATE

UBS AG, STAMFORD BRANCH, as Existing Agent

By: _____
Name:
Title:

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

PQ CORPORATION, as Grantor

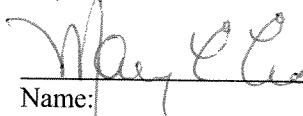
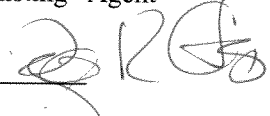
By: _____
Name: William J. Sichko, Jr.
Title: Chief Administrative Officer,
Secretary and Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Successor Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

UBS AG, STAMFORD BRANCH, as Existing Agent

By:  _____ 
Name: _____
Title: Mary E. Evans Associate Director Banking Products Services US
Uja R. Otsa Associate Director Banking Products Services US

SCHEDULE I

PQ CORPORATION-TRADEMARKS

REGISTRATION#	REGISTRATION DATE	TRADEMARK
0,506,738	2 /15/1949	“O”
1,467,816	12/8 /1987	METALITE
506,736	2 /15/1949	“M”
506,737	2 /15/1949	“N”
2,670,146	12/31/2002	ECODRILL
3,073,593	3 /28/2006	BRITESORB
0,872,397	7 /8 /1969	METSO PENTABEAD
1,163,243	8/4/1981	PQ DESIGN (ABSTRACT LOGO)
2,584,933	6/25/2002	JUMBOGEMS
0,398,704	11/17/1942	KASIL
2,281,383	9 /28/1999	GO SOAK YOURSELF
2,700,135	3/25/2003	COOL
2,109,859	10/28/1997	MAGNAGROW
0,832,792	8 /1 /1967	METSO BEADS
0,898,540	9 /15/1970	METSO (typewritten)
0,794,289	8 /17/1965	BRITESIL
0,509,701	5 /10/1949	“G”
0,510,420	5/31/1949	STARSO
2,291,491	11/9 /1999	ADVERA
2,626,501	9 /24/2002	AGSIL
2,569,790	5 /14/2002	“V”
0,526,917	6/27/1950	“GD”
0,129,525	2/24/1920	“K”
2,573,354	5/28/2002	“L”
0,507,666	3/15/1949	“SS”
1,202,446	7/27/1982	KASOLV
0,509,700	5/10/1949	“A”
1,196,032	5/25/1982	VALFOR
3,212,457	2/27/2007	DRYMET
3,288,636	9/04/2007	LITHISIL
3,370,531	1/15/2008	SIL-MATRIX
3,817,359	7/13/2010	ALPHACAT
4,091,844	1/24/2012	PRExSIL

PQ CORPORATION -PENDING TRADEMARKS

None.

TRADEMARKS JOINTLY OWNED BY PQ CORPORATION
AND ZEOLYST INTERNATIONAL CRI ZEOLITES, INC.¹

REGISTRATION #	REGISTRATION DATE	TRADEMARK
3,004,340	10/4/2005	ZEOLYST
3,784,128	5/4/2010	ZEOLYST INTERNATIONAL

¹ Security interest granted only in Grantor's right, title and interest.