

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		07/31/2012	Banking Corporation: GERMANY

RECEIVING PARTY DATA

Name:	Norit Americas, Inc.
Street Address:	3200 University Avenue
City:	Marshall
State/Country:	TEXAS
Postal Code:	75670
Entity Type:	CORPORATION: GEORGIA

Name:	Norit Americas Holding Inc.
Street Address:	3200 University Avenue
City:	Marshall
State/Country:	TEXAS
Postal Code:	75670
Entity Type:	CORPORATION: DELAWARE

Name:	Marshall Project LLC
Street Address:	3200 University Avenue
City:	Marshall
State/Country:	TEXAS
Postal Code:	75670
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Marshall Mine LLC
Street Address:	3200 University Avenue
City:	Marshall
State/Country:	TEXAS

CH \$190.00 0560856

Postal Code:	75670
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0560856	DARCO
Registration Number:	0945032	GRO-SAFE
Registration Number:	2853638	HYDRODARCO
Registration Number:	2862547	NORIT AEROPURE
Registration Number:	3034122	NORIT-LIQUIDPURE
Registration Number:	2939726	PETRODARCO
Registration Number:	2936324	PORTA-PAC

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 212-735-3000
 Email: andrew.patrick@skadden.com
 Correspondent Name: Skadden Arps Slate Meagher & Flom
 Address Line 1: Four Times Square
 Address Line 2: Attn: John Deming, Esq.
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	136240/1
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	09/14/2012

Total Attachments: 5
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated July 31, 2012 (this "Release"), is made by Deutsche Bank AG New York Branch, a branch licensed by the Banking Department of the State of New York and an integral part of Deutsche Bank AG, a banking corporation organized and existing under the laws of the Federal Republic of Germany, with offices at 60 Wall Street, New York, New York 10005, as collateral agent for the Secured Parties (in such capacity, the "Assignor"), in favor of Norit Americas, Inc., a Georgia corporation, with offices at 3200 University Avenue, Marshall, TX 75670, Norit Americas Holding Inc., a Delaware corporation, with offices at 3200 University Avenue, Marshall, TX 75670, Marshall Project LLC, a Delaware limited liability company, with offices at 3200 University Avenue, Marshall, TX 75670, and Marshall Mine LLC, a Delaware limited liability company, with offices at 3200 University Avenue, Marshall, TX 75670 (collectively, the "Assignees").

WHEREAS, the Assignor and the Assignees, among others, are party to that certain (i) Pledge and Security Agreement, dated as of July 8, 2011 (the "Security Agreement") and (ii) Trademark Security Agreement, dated as of July 8, 2011 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, each Assignee granted to the Assignor, for the benefit of the Secured Parties a security interest in and continuing lien on all of such Assignee's right, title and interest in, to and under the following, in each case, whether then or thereafter existing or in which such Assignee then had or thereafter acquired an interest and whether the same may be located (collectively, the "Trademark Collateral"):

(a) all United States trademarks, trade names, trade dress, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, without limitation, the registrations and applications listed in Schedule A attached thereto, (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the U.S.; and

(b) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation of the foregoing, including the right to receive all Proceeds therefrom, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, then or thereafter due and/or payable with respect thereto;

Notwithstanding anything to the contrary in the Trademark Security Agreement, in no event did the Trademark Collateral include or the security interest granted thereunder attach to (i) any application for registration of a Trademark filed in the United States Patent and Trademark Office on the basis of an intent to use such mark pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use"

pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such application under applicable federal law, or (ii) any other Excluded Asset;

WHEREAS, the Trademark Security Agreement was filed with the United States Patent and Trademark Office on July 12, 2011 at Reel/Frame No. 4580/0940; and

WHEREAS, the Assignor and the Assignees desire that the Assignor terminate and release its security interest in and continuing lien on all of the Assignees' right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby agrees with the Assignees as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement.

SECTION 2. Release

The Assignor hereby terminates, releases and discharges fully its security interest in and continuing lien on all of each Assignee's right, title and interest in, to and under the Trademark Collateral, including, without limitation, each trademark registration and application listed on Schedule I attached hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignees.

SECTION 3. Recordation

The Assignor hereby authorizes the Assignees, or the Assignees' authorized representative, to: (i) record this Release with the United States Trademark and Patent Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest or continuing lien of Assignor in the Trademark Collateral, and/or (iii) otherwise file this Release. The Assignor further agrees to execute and deliver to the Assignees any and all further documents and instruments, and do any and all further acts which the Assignees (or their agents or designees) reasonably request in order to confirm this Release and the Assignees' right, title an interest in or to the Trademark Collateral.

SECTION 4. Governing Law


THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST)

SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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IN WITNESS WHEREOF, the Assignor has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEUTSCHE BANK AG NEW YORK
BRANCH

By: 

Name: Michael Getz
Title: Vice President

DEUTSCHE BANK AG NEW YORK
BRANCH

By: 

Name: Courtney E. Meehan
Title: Vice President

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (filed)	Record Owner
BENTONORIT	U.S. Federal	2057672	29-APR-1997	Norit International N.V.
DARCO	U.S. Federal	0560856	01-JUL-1952	Norit Americas, Inc.
GRO-SAFE	U.S. Federal	0945032	17-OCT-1972	Norit Americas, Inc.
HYDRODARCO	U.S. Federal	2853638	15-JUN-2004	Norit Americas, Inc.
NORIT	U.S. Federal	0140896	29-MAR-1921	Norit International N.V.
NORIT	U.S. Federal	0435640	06-JAN-1948	Norit International N.V.
NORIT AEROPURE	U.S. Federal	2862547	13-JUL-2004	Norit Americas, Inc.
NORIT- LIQUIDPURE	U.S. Federal	3034122	27-DEC-2005	Norit Americas, Inc.
PETRODARCO	U.S. Federal	2939726	12-APR-2005	Norit Americas, Inc.
PORTA-PAC	U.S. Federal	2936324	29-MAR-2005	Norit Americas, Inc.