

TRADEMARK ASSIGNMENT

09/24/2013

Electronic Version v1.1  
 Stylesheet Version v1.1



103662014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S&B Industrial Minerals North America, Inc.		08/08/2013	CORPORATION: DELAWARE
NYCO Minerals, Inc.		08/08/2013	CORPORATION: DELAWARE
Stollberg, Inc.		08/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust (London) Limited
Street Address:	Third Floor, 1 King's Arms Yard
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2R 7AF
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3203579	SLAGBUSTER
Registration Number:	2940395	IKO BOND
Registration Number:	2976750	IKO QUICK
Registration Number:	1912887	CARBONITE
Registration Number:	2350603	ULTRAFIBE
Registration Number:	3370883	ELEKTRA-STAT
Registration Number:	3835474	ASPECT
Registration Number:	1087944	NYAD
Registration Number:	1579679	NYAD G
Registration Number:	1460455	NYCO
Registration Number:	3448891	NYCOR
Registration Number:	2008091	NYGLOS

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Registration Number:	2008092	RRIMGLOS
Registration Number:	1378694	WOLLASTOCOAT
Serial Number:	74681071	ACCUTHERM
Registration Number:	3064193	KROMATHERM
Registration Number:	1330375	MICACOAT
Serial Number:	79030936	STOLLBERG

**CORRESPONDENCE DATA**

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

763741

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

08/22/2013

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of August 8<sup>th</sup>, 2013, among S&B Industrial Minerals North America, Inc., a Delaware corporation ("SBIMNA"), NYCO Minerals Inc., a Delaware corporation, and Stolberg, Inc., a Delaware corporation, (all of the foregoing, each a "Grantor" and collectively, the "Grantors"), Wilmington Trust (London) Limited, as security agent for the Secured Parties (as defined in the Intercreditor Agreement referred to below) (herein in such capacity, the "Security Agent") as appointed under and pursuant to the Intercreditor Agreement (as defined below).

### RECITALS

- (A) S&B Minerals Finance S.C.A., as parent and as an original borrower (the "Company"), BNP Paribas Fortis NV/SA, Credit Suisse International, HSBC Bank plc and UBS Limited as mandated lead arrangers (the "Arrangers"), HSBC Bank plc as agent (the "Revolving Facility Agent"), the Security Agent and certain other parties thereto have entered into a certain super senior revolving facility agreement dated July 24, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Facility Agreement").
- (B) The Company, SBIMNA, Wilmington Trust, National Association as trustee, the Security Agent, the guarantors named therein and certain other parties have entered into a certain indenture dated August 8<sup>th</sup>, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time).
- (C) The Company, SBIMNA, the Revolving Facility Agent, the Security Agent and certain other parties thereto have entered into an Intercreditor agreement dated August 8<sup>th</sup>, 2013 (as amended, restated, supplemented or otherwise modified, the "Intercreditor Agreement").
- (D) The Grantors are party to a Pledge and Security Agreement, dated the date hereof, in favor of the Security Agent (the "Pledge and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (E) In consideration of the mutual conditions and agreements set forth in the Debt Documents, including the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

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

### SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a

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continuing security interest in and Security on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means each Grantor's right, title and interest in, to and under

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) Injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein, or in any Excluded Assets (as defined in the Pledge and Security Agreement).

### SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the terms of this Intellectual Property Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall prevail.

### SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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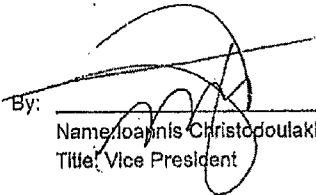
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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

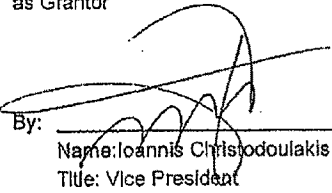
**S&B INDUSTRIAL MINERALS NORTH AMERICA INC.,**

as Grantor

By:   
Name: Ioannis Christodoulakis  
Title: Vice President

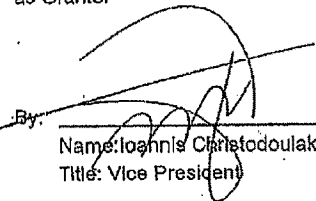
**NYCO MINERALS INC.,**

as Grantor

By:   
Name: Ioannis Christodoulakis  
Title: Vice President

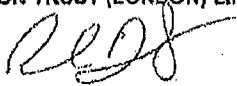
**STOLLBERG INC.,**

as Grantor

By:   
Name: Ioannis Christodoulakis  
Title: Vice President

Signature Page to Intellectual Property Security Agreement

**ACCEPTED AND AGREED:**  
**WILMINGTON TRUST (LONDON) LIMITED, as Security Agent**

By 

Name:  
Title: **Paul Barton**  
**Director**

Signature Page to Intellectual Property Security Agreement

**SCHEDULE I**

**COPYRIGHT REGISTRATIONS**

**Copyrights**

None.

**Copyright Licenses**

None.

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**SCHEDULE II  
PATENT REGISTRATIONS**

**Patents**

Grantor	Title	Reg. No. or Appln. No.	Date
NYCO Minerals, Inc.	Reinforcement of Ceramic Bodies with Wollstonite	6,037,288	3/14/2000
NYCO Minerals, Inc.	Surface Treated Additive for Portland Cement Concrete	5,948,157	9/7/1999
Stollberg, Inc.	Apparatus for Introducing Granular Mold Flux onto the Top of a Slab Being Cast within a Continuous Casting Mold	6,474,398	11/5/2002

**Patent Licenses**

Grantor	Patent(s) Licensed	Name of Agreement	Parties	Date
S&B Industrial Minerals North America, Inc.	FACT/RIKO Process (Pat. No. 6,554,049)	Exclusive Patent License Agreement dated 11/5/2010, as amended 4/5/13	S&B Industrial Minerals North America, Inc. and Foundry Advanced Clay Technologies LLC	2003
S&B Industrial Minerals North America, Inc.	FACT/RIKO Process (Pat. No. 6,834,706)	Exclusive Patent License Agreement dated 11/5/2010, as amended 4/5/13	S&B Industrial Minerals North America, Inc. and Foundry Advanced Clay Technologies LLC	2004

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**SCHEDULE III  
TRADEMARK REGISTRATIONS**

**Trademarks**

Grantor	Mark	Reg. No. or Appl. No.	Date
S&B Industrial Minerals North America, Inc.	SLAGBUSTER	3,203,579	Registered 1/30/2007
S&B Industrial Minerals North America, Inc.	IKO BOND	2,940,395	Registered 4/12/2005
S&B Industrial Minerals North America, Inc.	IKO QUICK	2,976,750	Registered 7/26/2005
S&B Industrial Minerals North America, Inc. (USPTO currently shows owner as Hill & Griffith Company. Filing to be corrected to accurately reflect S&B Industrial Minerals North America, Inc. as owner)	CARBONITE	1,912,887	Registered 8/22/1996
NYCO Minerals, Inc.	ULTRAFIBE	2,350,603	5/16/2020
NYCO Minerals, Inc.	ELEKTRA-STAT	3,370,883	1/15/2016
NYCO Minerals, Inc.	ASPECT	3,835,474	8/17/2020
NYCO Minerals, Inc.	MICACOAT	1,330,375	4/16/2015
NYCO Minerals, Inc.	NYAD	1,087,944	3/28/2018
NYCO Minerals, Inc.	NYAD.G	1,579,679	1/30/2020
NYCO Minerals, Inc.	NYCO	1,460,455	10/13/2017
NYCO Minerals, Inc.	NYCOR	3,448,891	6/17/2018
NYCO Minerals, Inc.	NYGLOS	2,008,091	10/15/2016
NYCO Minerals, Inc.	RRIMGLOS	2,008,092	10/16/2016
NYCO Minerals, Inc.	WOLLASTOCOAT	1,378,694	1/12/2016
Stollberg, Inc.	Accutherm	74/681,071	8/23/2016
Stollberg, Inc.	STOLLBERG plus ST-Logo	79/030936	8/23/2016

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Stollberg, Inc.	KROMATHERM	3,064,193	Registered 2/28/2006
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**Trademark Licenses**

Grantor	Trademarks(s) Licensed	Name of Agreement	Parties	Date
S&B Industrial Minerals North America, Inc.	HYDROBOND	Trademark and Copyright License Agreement dated February 2, 2009	S&B Industrial Minerals North America, Inc. and Halliburton Energy Services, Inc.	Registered 5/18/2004
S&B Industrial Minerals North America, Inc.	BARAMIX	Trademark and Copyright License Agreement dated February 2, 2009	S&B Industrial Minerals North America, Inc. and Halliburton Energy Services, Inc.	Registered 5/14/1991

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