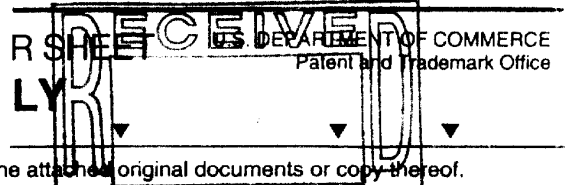


07-09-1998



100758627



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CoreStates Bank, as Agent
100 N. Queen Street
Lancaster, PA 17604

- Individual(s)
- General Partnership
- Corporation-State
- Other Bank
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: MRD 6-29-98

- Assignment
- Security Agreement
- Other Termination of Assignment
- Merger
- Change of Name

Execution Date: June 9, 1998

2. Name and address of receiving party(ies)

Name: GenLime Group, L.P.

Internal Address: _____

Street Address: 21880 State Route 163

City: Genoa State: OH ZIP: 43430-9704

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No N/A

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

SEE EXHIBIT 1 ATTACHED

B. Trademark Registration No.(s)

SEE EXHIBIT 1 ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paula T. Bradley

Internal Address: _____

Street Address: c/o McCausland, Keen & Buckman
259 North Radnor-Chester Road

Radnor Court, Suite 160

City: Radnor State: PA ZIP: 19087

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ \$190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 190E

N/A

(Attach duplicate copy of this page if paying by deposit account)

07/09/1998 0000063 0160710

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 130.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Paula T. Bradley
Name of Person Signing

Paula T. Bradley
Signature

June 25, 1998
Date

Total number of pages including cover sheet, attachments, and document: 22

EXHIBIT 1

TO

**RECORDATION FORM COVER SHEET (TRADEMARKS)
TERMINATION OF ASSIGNMENT**

**CORESTATES BANK, AS AGENT (Conveying Party)
GENLIME GROUP, L.P. (Receiving Party)**

U.S. TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>
Ivory	R0160710
Snowdrift	R0076582
Mortaseal	R0564262
Bondcrete	R1019406
Grand Prize	R0533411
Kemidol	R0352338
Niagara	Application #74/717844

**TERMINATION OF ASSIGNMENT
FOR SECURITY (TRADEMARKS)**

THIS TERMINATION OF ASSIGNMENT FOR SECURITY (TRADEMARKS) (the "Termination Agreement") is made this 9th day of May, 1998 by **CORESTATES BANK**, as Agent (the "Assignee"), for the benefit of **GENLIME GROUP, L.P.** (the "Assignor").

BACKGROUND

A. On or about November 13, 1997 Assignor entered into a Loan and Security Agreement by and among Bellefonte Lime Company, Inc., Bellefonte Mining Company, and Assignor in favor of the Assignee, as Agent (the "**Loan Agreement**"). Assignor also entered into a Patents, Trademarks, Copyrights and Licenses Security Agreement (the "**Assignment**") dated November 13, 1998 with the Assignee, which was recorded with the United States Patent and Trademark Office on November 28, 1997 on Reel 1661 at Frame 797 (the Loan Agreement and the Assignment are hereinafter collectively referred to as the "**Agreements**"); and

B. Pursuant to the Agreements, Assignor assigned and granted to Assignee a security interest in and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the Agreements.

NOW, THEREFORE, Assignee and Assignor, intending to be legally bound hereby, and in consideration of the foregoing Background, agree as follows:

1. **Payment of All Obligations**. Assignee hereby represents and warrants that all of the Obligations of the Assignor to Assignee have been satisfied in full; and
2. **Termination of Assignment for Security**. Assignee hereby agrees to terminate the Agreements and the liens, security interests and other rights and interests acquired or to be acquired pursuant thereto. This Termination Agreement shall be recorded with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignee, intending to be legally bound hereby, has executed the foregoing Termination Agreement as of the day and year first above written

CoreStates Bank, N.A. has merged
into First Union National Bank
CORESTATES BANK, N.A., as Agent

By: [Signature]
Name/Title: Robert L. Phillips, Senior Vice President

~~[CORPORATE SEAL]~~

Attest: _____
Name/Title: _____

STATE OF PENNSYLVANIA

:
:
: SS.
:

COUNTY OF Philadelphia

On this, the 17th day of June, 1998 before me, a Notary Public, personally appeared Paul J. Phelps who acknowledged himself/herself to be the Senior Vice President of CoreStates Bank, N.A., and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public
My commission expires:

Notarial Seal
Florence M. Conen, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Feb. 21, 2000
Member, Pennsylvania Association of Notaries

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT is made effective as of the 13th day of November, 1997 by and between **GENLIME GROUP, L.P.**, a Delaware limited partnership ("**Assignor**") and **CORESTATES BANK, N.A.**, Agent for the lenders described in the Loan Agreement (as hereinafter defined) ("**Assignee**").

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated November 13, 1997 by and between Assignee, Bellefonte Mining Corporation, Bellefonte Lime Company, Inc. and Assignor (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "**Loan Agreement**"), Assignee agreed to extend to Assignor the credit facilities described in the Loan Agreement.

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, service marks, trademarks, service trademark applications, service trade names, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.** To secure the complete and timely payment and satisfaction of all Lender Indebtedness, Assignor hereby mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively the "**Collateral**"):

a. patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

b. service marks, trademarks, service mark and trademark registrations, trade names and trademark applications, including, without limitation, the service marks, trademarks and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (a) all renewals

thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, service mark and trademark registrations, service mark and trade names and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

c. copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

d. license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

e. all goodwill in connection with the foregoing.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement or the Loan Agreement and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignor. If, before all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have

been terminated. Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, trade names, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above or under this **Paragraph 4**.

5. **Royalties; Term.** Assignor hereby agrees that any use by Assignee permitted hereunder of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Lender Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes, subject to the provisions of Section 7.13 of the Loan Agreement regarding inspections. Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, substantially consistent with the quality of said products as of the date hereof; (iii) not to materially adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Lender Indebtedness and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor a termination of Assignee's security interest granted herein.

8. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Lender Indebtedness shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights, in each case which are material to its business. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence of an Event of Default which has not been waived by the Required Lenders in writing, Assignee may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Assignee by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions consistent with the terms hereof in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** After the occurrence of an Event of Default which has not been waived by the Required Lenders in writing, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses in the event Assignor fails to do so upon request of Assignee, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee in the event Assignor fails to do so upon request of Assignee, (iii) following an Event of Default which has not been waived by the Required Lenders in writing, grant or issue any exclusive or


non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) following an Event of Default which has not been waived by the Required Lenders in writing, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Lender Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect: Benefits.** This Security Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

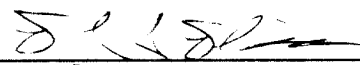
16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

GENLIME GROUP, L.P.,
a Delaware limited partnership

By: **GenLime Corp, General Partner**

By: 
Name/Title: Philip J. Spector, President

CORESTATES BANK, N.A., as Agent

By: 
Name/Title: Paul R. Phillips, SVP

[CORPORATE SEAL]

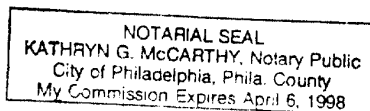
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF PHILADELPHIA :

On this ____ day of November, 1997, before me, a Notary Public, personally appeared _____ who acknowledged himself/herself to be a duly acting _____ of CoreStates Bank, N.A. and that he/she as such officer, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his/her name as such officer on behalf of the Assignee.

[Handwritten Signature]

Notary Public
My Commission Expires:



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF PHILADELPHIA :

On this ____ day of November, 1997, before me, a Notary Public, personally appeared _____ who acknowledged himself/herself to be a duly acting _____ of GenLime Corp., general partner of GenLime Group, L.P. and that he/she as such officer of such general partner, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his/her name as such officer on behalf of the Assignor of such general partner.

[Handwritten Signature]

Notary Public
My Commission Expires:

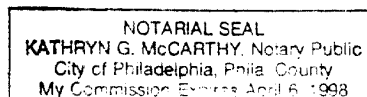


EXHIBIT "A"

TO

ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT

Patents

NONE

EXHIBIT "B"

TO

ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT

U.S. Trademarks

<u>MARK</u>	<u>REG NO.</u>
Ivory	R0160710
Snowdrift	R0076582
Mortaseal	R0564262
Bondcrete	R1019406
Grand Prize	R0533411
Kemidol	R0352338
Niagara	Application #74/717844

Canadian Trademarks

Snowdrift	TMA289807
Niagara	TMA476533

EXHIBIT "C"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Copyrights

NONE

EXHIBIT "D"

TO

ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT

Licenses

NONE

BLUE-23422_1/HLZ4053/COR065-128652

111397/17:49

RECORDED: 06/29/1998

TRADEMARK
REEL: 1749 FRAME: 0441