

TRADEMARKS ONLY

05-13-1999

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attach

1. Name of conveying party(ies):

Marblehead Lime Company, a Delaware corporation
Dravo Corporation, a Pennsylvania corporation
Dravo Lime Company, a Delaware corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other (see above)

Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **April 12, 1999**

2. Name and address of receiving party:

Name: **Bank of America National Trust and Savings Association**

Internal Address:

Street Address: **231 South LaSalle Street**

City: **Chicago**

State: **IL** ZIP: **60697**

- ☐ Individual(s) citizenship
☒ Association **National Banking Association**
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule

A

Additional numbers attached? ☐ Yes ☒ No

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

Name: **David J. Richter, Esq.**

Internal Address: **Rudnick & Wolfe**

Street Address: **P.O. Box 64807**

City: **Chicago** State: **IL** ZIP: **60664**

6. Total number of applications and registrations involved:.....

25

7. Total fee (37 CFR 3.41):.....\$ **\$640.00**

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

18-2284

05-13-1999

05/10/1999 DNGUYEN 00000140 777227

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
600.00 DP

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.

David J. Richter

Name of Person Signing

Signature

4-28-99

Date

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

13

SCHEDULE A

Marblehead Lime Company, Dravo Corporation

Dravo Lime Company Trademarks

1. Marblehead Lime Company

<u>Trademark</u>	<u>Registration No.</u>
CROWN	777,227
FEED-RITE	550,433
QUIK-SLAK	522,533
MARBLEHEAD	528,016
MARBLEHEAD	516,411
POLYHYDRATE	1,044,175
CALFERRITE	1,642,827
DOLOFLUX	1,639,106

2. Dravo Corporation

<u>Trademark</u>	<u>Registration No.</u>
LECTROCLEAR	1,115,587
THIOSORBIC	1,007,893
DRAVO	1,095,867
DRAVO	1,095,898
DRAVO	1,096,283
DRAVO	1,080,785
DRAVO	1,080,811
DRAVOCORE	1,488,217
DRAVOPLAN	1,522,161
DRAVO VAN HOUTEN	1,474,578
FLYING SAUCER	639,005
WELLMAN-GALUSHA	1,063,240

3. Dravo Lime Company

<u>Trademark</u>	<u>Registration No.</u>
DRAVO	1,101,739
THIOCLEAR	1,766,972
CALCILOX	999,460
DRAVO	1,098,802
SORBALIT	2,030,426

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 12, 1999, is made by CARMEUSE LIME, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Company" and, a "Grantor"); BEACHVILIME LIMITED, a corporation duly organized and validly existing under the laws of the Province of Ontario, Canada (the "Canadian Borrower" and, a "Grantor"); CARMEUSE NORTH AMERICA B.V., a company duly organized and validly existing under the laws of the Kingdom of the Netherlands (the "Parent" and a "Grantor"); each of the Subsidiaries of the Parent identified on the signature pages hereto (individually, a "Grantor" and, collectively with the Parent, the Company and the Canadian Borrower, the "Grantors" or the "Obligors"), in favor of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Lender Parties;

Pursuant to that certain Credit Agreement, dated as of April 12, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Company, the Canadian Borrower, the Parent, each of the Subsidiaries of the Parent that is a signatory thereto, each of the lenders that is a signatory thereto or that, pursuant to Section 12.06(b) thereof, shall become a "Lender" thereunder (individually, a "Lender" and, collectively, the "Lenders"), the Canadian Lender, the Administrative Agent and the Collateral Agent, the Lender Parties have extended Commitments to make Loans to the Company;

In connection with the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement, dated as of April 12, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

As a condition precedent to the making of the Commitments and the Loans (including the initial Loans) under the Credit Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

Each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender Parties to make, and continue to make, Loans (including the initial Loan) to the Company and the Canadian Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of each Lender Party, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the following property (the "**Trademark Collateral**"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

3. **Security Agreement.** This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and

remedies of the Collateral Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment in full in cash of all Obligations, the termination or expiry of all Letters of Credit, the termination of all Interest Rate Protection Agreements with any Lender and the termination of all Commitments, the Collateral Agent shall, at each Grantor's expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. **Acknowledgment.** Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Basic Document, etc.** This Agreement is a Basic Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

CARMEUSE LIME, INC.

By: Scott A. Deininger
Name: Scott Deininger
Title: Vice President

By: Suzanne E. Ritzler
Name: Suzanne E. Ritzler
Title: Secretary

BEACHVILIME LIMITED

By: Scott A. Deininger
Name: Scott Deininger
Title: Vice President

By: Suzanne E. Ritzler
Name: Suzanne E. Ritzler
Title: Secretary

CARMEUSE NORTH AMERICA B.V.

By: Scott A. Deininger
Name: Scott Deininger
Title: Authorized Representative

By: Suzanne E. Ritzler
Name: Suzanne E. Ritzler
Title: Authorized Representative

MARBLEHEAD LIME COMPANY

By: Scott A. Deininger
Name: Scott Deininger
Title: Vice President

By: Suzanne E. Ritzler
Name: Suzanne E. Ritzler
Title: Secretary

CARMEUSE OHIO, INC.

By: Scott A. Deininger
Name: Scott Deininger
Title: Vice President

By: Suzanne E. Ritzler
Name: Suzanne E. Ritzler
Title: Secretary

CARMEUSE PENNSYLVANIA, INC.

By: Scott A. Deininger
Name: Scott Deininger
Title: Vice President

By: Suzanne E. Ritzler
Name: Suzanne E. Ritzler
Title: Secretary

DRAVO CORPORATION

By: Scott A. Deininger
Name: Scott Deininger
Title: Vice President

By: Suzanne E. Ritzler
Name: Suzanne E. Ritzler
Title: Secretary

DRAVO LIME COMPANY

By: Scott A. Deininger
Name: Scott Deininger
Title: Vice President

By: Suzanne E. Ritzler
Name: Suzanne E. Ritzler
Title: Secretary

REDLAND STONE HOLDINGS INC.

By: Scott A. Deininger
Name: Scott Deininger
Title: Vice President

By: Suzanne E. Ritzler
Name: Suzanne E. Ritzler
Title: Secretary

LAFARGE LIME OHIO, INC.

By: Scott A. Deininger
Name: Scott Deininger
Title: Vice President

By: Suzanne E. Ritzler
Name: Suzanne E. Ritzler
Title: Secretary

LAFARGE LIME TEXAS, INC.

By: Scott A. Deininger
Name: Scott Deininger
Title: Vice President

By: Suzanne E. Ritzler
Name: Suzanne E. Ritzler
Title: Secretary

ACKNOWLEDGED AND ACCEPTED:

**BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as Collateral Agent**

By: David A. Johanson

Name: David A. Johanson

Title: Vice President

ATTACHMENT 1
to
TRADEMARK SECURITY AGREEMENT

Item A. Trademarks

Registered Trademarks

1. Marblehead Lime Company

<u>1Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	CROWN	777,227	
U.S.	FEED-RITE	550,433	
U.S.	QUIK-SLAK	522,533	
U.S.	MARBLEHEAD (Mineral Feeds for Poultry & Livestock)	528,016	
U.S.	MARBLEHEAD (Lime used for Industrial and Construction Purposes)	516,411	10/18/1949
U.S.	POLYHYDRATE	1,044,175	7/20/1976
U.S.	CALFERRITE	1,642,827	4/30/1991
U.S.	DOLOFLUX	1,639,106	3/26/1991

2. Dravo Corporation

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	LECTROCLEAR	1,115,587	3/27/1979
U.S.	THIOSORBIC	1,007,893	4/1/1975

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- * List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

U.S.	DRAVO (Industrial and waste water treatment units)	1,095,867	7/11/1978
U.S.	DRAVO (Tow boats, barges and other boats)	1,095,898	7/11/1978
U.S.	DRAVO (Transportation of freight, ... and warehousing services)	1,096,283	7/11/1978
U.S.	DRAVO (Fabricated piping, pressure vessels and metal grating)	1,080,785	1/3/1978
U.S.	DRAVO (Industrial machinery...)	1,080,811	1/3/1978
U.S.	DRAVOCORE	1,488,217	5/17/1988
U.S.	DRAVOPLAN	1,522,161	1/24/1989
U.S.	DRAVO VAN HOUTEN	1,474,578	1/26/1988
U.S.	FLYING SAUCER	639,005	12/25/1956
U.S.	WELLMAN-GALUSHA	1,063,240	4/12/1977

3. Dravo Lime Company

<u>2Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	DRAVO (Engineering services in ... planning and operating ... industrial plants)	1,101,739	9/5/1978
U.S.	THIOCLEAR	1,766,972	4/20/1993
U.S.	CALCILOX	999,460	12/17/1974

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

U.S.	DRAVO (Building materials-namely sand, gravel, concrete and lime)	1,098,802	8/8/1978
U.S.	MAG-RECOVERY	75-049066*	1/26/1996*

Pending Trademark Applications

*Country Trademark Serial No. Filing Date

None

Trademark Applications in Preparation

*Country Trademark Docket No. Expected Filing Date Products/ Services

None

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
U.S. and Canada	Sorbalit 426	Marker Umwelttechnik GmbH	Dravo Lime	6/15/1993	5/11/2010