

FORM PTO-1618A

Expires 06/30/99
OMB No. 0518-0027

05-12-2003

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

2001 MAY -8 PM 3:09

102445112

FINANCE SECTION

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New **5803**
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger Effective Date
Month Day Year
- ☐ Change of Name
- ☐ Other

Conveying Party

☒ Mark if additional names of conveying parties attachedName Execution Date
Month Day Year
Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attachedName DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☐ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

05/09/2003 DRYRNE 00000007 2601555

FOR OFFICE USE ONLY

01 FC:8521
02 FC:852240.00 UP
625.00 UP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002729 FRAME: 0438

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2,601,555"/>	<input type="text" value="2,527,488"/>	<input type="text" value="2,402,488"/>
<input type="text" value="2,485,356"/>	<input type="text" value="2,390,284"/>	<input type="text" value="2,017,405"/>
<input type="text" value="2,485,357"/>	<input type="text" value="2,371,557"/>	<input type="text" value="1,975,815"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒


No ☐

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. Charges to deposit account are authorized, as indicated herein.

Michael L. Dever

Name of Person Signing



Signature

5/5/03

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03 13 03

Name Best Sand Corporation

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Ohio

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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☐ Corporation ☐ Association

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Trademark Application Number(s)

Registration Number(s)

1,936,488	1,906,981	1,093,032
1,936,487	1,833,562	2,276,154
1,813,274	1,813,273	2,356,620
1,706,113	1,444,660	
1,664,639	1,251,943	
1,692,238	911,902	
1,552,392	1,096,341	

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Best Sand of Pennsylvania, Inc.

03 13 03

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Ohio

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

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Trademark Application Number(s)

Registration Number(s)

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TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Cheyenne Sand Corp.

03 13 03

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Michigan

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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☐ Corporation ☐ Association

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Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Construction Aggregates Coporation of Michigan, Inc.

03 13 03

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Michigan

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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Registration Number(s)

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Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03 13 03

Name The Dakota Corporation

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Michigan

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Specialty Sands, Inc.

03 13 03

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Michigan

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

Registration Number(s)

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark If additional names of conveying parties attached

Execution Date
Month Day Year
03 13 03

Name Standard Sand Corporation

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Michigan

Receiving Party

Enter Additional Receiving Party

☐ Mark If additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Technisand, Inc.

03 13 03

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Wedron Silica Company

03 13 03

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Ohio

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Wexford Sand Co.

03 13 03

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Michigan

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Wisconsin Industrial Sand Company, L.L.C.

03 13 03

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☒ Other limited liability company

☒ Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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☐ Corporation ☐ Association

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name FML Holdings, Inc..

03 13 03

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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☐ Corporation ☐ Association

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TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Fairmount Minerals Sales de Mexico, S. de R.L. de C.V.

03 13 03

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Mexico

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

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TRADEMARK

Conveying Party

Enter Additional Conveying Party

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Execution Date
Month Day Year
03 13 03

Name United Western Supply Company

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Washington

Receiving Party

Enter Additional Receiving Party

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Name

DBA/AKATA

Composed of

Address (line 1)

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**AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

This Amended and Restated Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of March 13, 2003, is entered into by and between **FAIRMOUNT MINERALS, LTD.**, a Delaware corporation, and **EACH OF THE OTHER UNDERSIGNED PARTIES LISTED ON THE SIGNATURE PAGES HERETO** and each of the other persons and entities that become bound hereby from time to time by joinder, assumption, or otherwise (each a "Pledgor" and collectively the "Pledgors"), and **NATIONAL CITY BANK**, as Administrative Agent for the Lenders referred to below (the "Administrative Agent").

WHEREAS, reference is made to that certain Credit Agreement, dated February 29, 1996, between Fairmount Minerals, Ltd. ("Borrower"), the guarantors party thereto, the banks party thereto, the Administrative Agent and PNC Bank, National Association, as Co-Syndication Agent, as amended to but not including the date hereof (the "Original Credit Agreement"); and

WHEREAS, the obligations, liabilities and indebtedness of the Pledgors under the Original Credit Agreement are secured pursuant to that certain Patent, Trademark and Copyright Assignment, dated as of February 29, 1996, and given in connection with the Original Credit Agreement (the "Existing Patent and Trademark Agreement"); and

WHEREAS, as of the date hereof, the obligations, liabilities, and indebtedness of the Borrower subject to the Original Credit Agreement have been continued and shall be governed by that certain Amended and Restated Credit Agreement (as it may hereafter be amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith among the Borrower, Lake Shore Sand Company (Ontario) Ltd. (collectively with the Borrower, the "Borrowers"), the Guarantors from time to time party thereto (the "Guarantors"), the Lenders from time to time party thereto (the "Lenders"), the Administrative Agent, and PNC Bank, National Association, as Syndication Agent (collectively with the Administrative Agent, the "Agents"); and

WHEREAS, the parties desire that all liens and security interests which secure indebtedness, obligations, and liabilities of the Borrower under the Original Credit Agreement and the documents related thereto shall continue to secure the indebtedness, obligations, and liabilities of the Borrowers under the Credit Agreement and the other Loan Documents (as defined therein) and, accordingly, this Agreement renews, amends, and restates the Existing Patent and Trademark Agreement; and

WHEREAS, the obligation of the Agents and the Lenders to make Loans under the Credit Agreement are subject to the condition, among others, that the Pledgors secure their Obligations and the Obligations of the Borrowers and the Guarantors to the Agents and the Lenders under the Credit Agreement, the other Loan Documents and otherwise as more fully described herein in the manner set forth herein and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. The Existing Patent and Trademark Agreement is hereby amended and restated in its entirety as provided herein, and this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Original Credit Agreement or the Existing Patent and Trademark Agreement. The Pledgors and the Administrative Agent acknowledge and agree that the Existing Patent and Trademark Agreement has continued to secure the indebtedness, loans, liabilities, expenses, and obligations under the Original Credit Agreement since the date of execution of the Existing Patent and Trademark Agreement; and that this Agreement is entitled to all rights and benefits originally pertaining to the Existing Patent and Trademark Agreement.

2. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by such Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any of their respective Affiliates under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any of the Borrowers or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and

including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders, or any of their respective Affiliates, arising out of any Interest Rate Protection Agreement provided by the Administrative Agent, such Lenders or such Affiliates pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

3. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

4. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and, to the best of such Pledgor's knowledge, have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) such Pledgor has the corporate or other organizational power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice the Administrative Agent;

(j) such Pledgor shall preserve its corporate or other organizational existence and except as permitted by the Credit Agreement, shall not (I) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

5. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before the Debt shall have been indefeasibly satisfied in full and the Commitments have terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Pledgors and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those 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 and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses

(including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt consistent with the provisions of the Credit Agreement. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Administrative Agent herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Administrative Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Administrative Agent and the Lenders.

9. At such time as Pledgors shall have indefeasibly paid in full all of the Debt and the Commitments shall have terminated, this Agreement shall terminate and the Administrative Agent shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper, in the opinion of Pledgors and their counsel, to re-vest in Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, actually incurred by the Administrative Agent, including reasonable attorney's fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the

defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgors to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, actually incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, 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.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held 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 clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Ohio without regard to its conflicts of law principles.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of the Court of Common Pleas of Cuyahoga County, Ohio, and the United States District Court for the Northern District of Ohio, Eastern Division, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Administrative Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.6 [Notices] of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be

inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

**[SIGNATURE PAGE 1 OF 5 TO AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

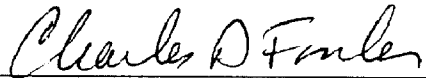
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

ATTEST:

FAIRMOUNT MINERALS, LTD.




Name: Jenniffer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

By: 

Name: Charles D. Fowler
Title: President & Chief Executive Officer

ATTEST:

BEST SAND CORPORATION



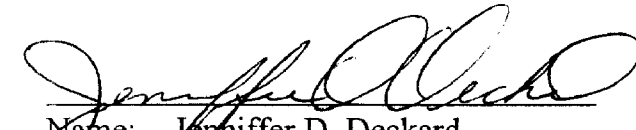
Name: Jenniffer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

By: 

Name: Charles D. Fowler
Title: President & Chief Executive Officer

ATTEST:

BEST SAND OF PENNSYLVANIA, INC.



Name: Jenniffer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

By: 

Name: Charles D. Fowler
Title: President & Chief Executive Officer

ATTEST:

CHEYENNE SAND CORP.



Name: Jenniffer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer


By: 


Name: Charles D. Fowler
Title: President & Chief Executive Officer

[SIGNATURE PAGE 2 OF 5 TO AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

ATTEST:

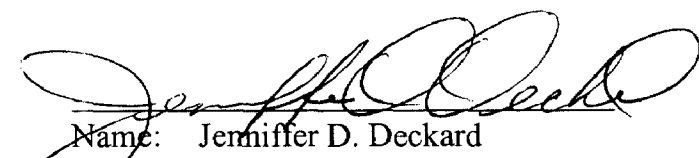
CONSTRUCTION AGGREGATES
CORPORATION OF MICHIGAN, INC.



Name: Jennifer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

By: 
Name: Charles D. Fowler
Title: President & Chief Executive Officer

ATTEST:

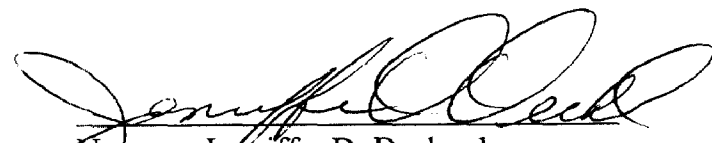
THE DAKOTA CORPORATION

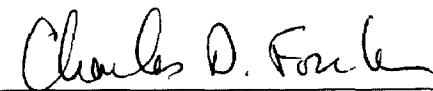

Name: Jennifer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

By: 
Name: Charles D. Fowler
Title: President & Chief Executive Officer

ATTEST:

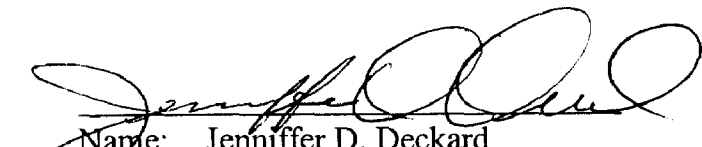
SPECIALTY SANDS, INC.

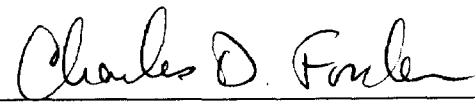

Name: Jennifer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

By: 
Name: Charles D. Fowler
Title: President & Chief Executive Officer

ATTEST:

STANDARD SAND CORPORATION


Name: Jennifer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

By: 
Name: Charles D. Fowler
Title: President & Chief Executive Officer

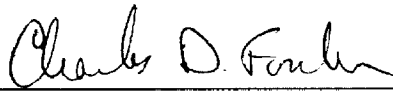
[SIGNATURE PAGE 3 OF 5 TO AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

ATTEST:



Name: Jennifer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

TECHNISAND, INC.

By: 

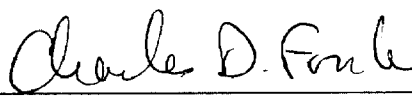
Name: Charles D. Fowler
Title: President & Chief Executive Officer

ATTEST:



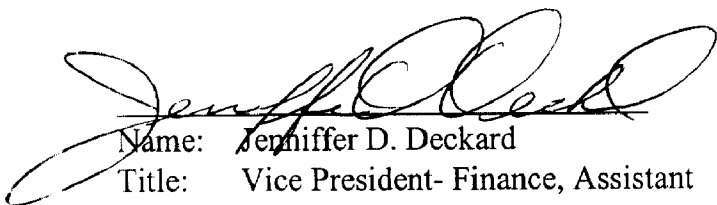
Name: Jennifer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

WEDRON SILICA COMPANY

By: 

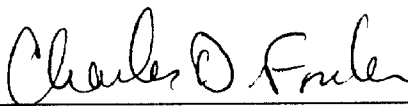
Name: Charles D. Fowler
Title: President & Chief Executive Officer

ATTEST:



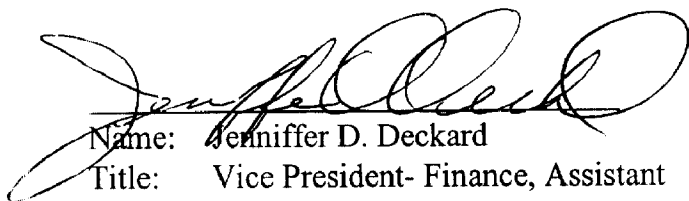
Name: Jennifer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

WEXFORD SAND CO.

By: 

Name: Charles D. Fowler
Title: President & Chief Executive Officer

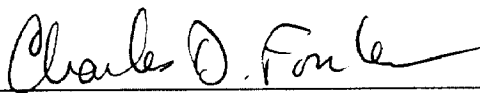
ATTEST:



Name: Jennifer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

WISCONSIN INDUSTRIAL SAND
COMPANY, L.L.C.


By: TechniSand, Inc., its sole member

By: 


Name: Charles D. Fowler
Title: President & Chief Executive Officer

[SIGNATURE PAGE 4 OF 5 TO AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

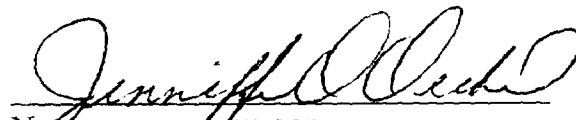
ATTEST:


Name: Jennifer D. Deckard
Title: Treasurer


FML HOLDINGS, INC.

By: 
Name: Charles D. Fowler
Title: President & Chief Executive Officer

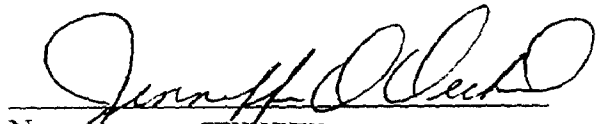
ATTEST:


Name: JENNIFER DECKARD
Title: Asst. Secretary / Treasurer

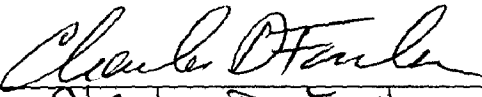
FAIRMOUNT MINERALS SALES DE
MEXICO, S. DE R.L. DE C.V.

By: 
Name: Charles D. Fowler
Title: President & CEO

ATTEST:


Name: JENNIFER DECKARD
Title: Asst. Secretary / Treasurer

UNITED WESTERN SUPPLY COMPANY

By: 
Name: Charles D. Fowler
Title: President & CEO

**[SIGNATURE PAGE 5 OF 5 TO AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

NATIONAL CITY BANK, as Administrative Agent

By: 
Name: Mark J. Ringel
Title: Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

1. Trademark Rights

Trademark	Owner	Registration No.	Registration Date
HYPERPROP	Fairmount Minerals, Ltd.	2,601,555	July 30, 2002
MAGNAPROP	Fairmount Minerals, Ltd.	2,485,356	Sept. 4, 2001
DYNAPROP	Fairmount Minerals, Ltd.	2,485,357	Sept. 4, 2001
POLARPROP	TechniSand, Inc.	2,527,488	Jan. 8, 2002
TOP PRO	Fairmount Minerals, Ltd.	2,390,284	Sept. 26, 2000
TOUR BLEND	Fairmount Minerals, Ltd.	2,371,557	July 25, 2000
TOUR GRADE	Fairmount Minerals, Ltd.	2,402,488	Nov. 7, 2000
OPTIPROP	Fairmount Minerals, Ltd.	2,017,405	Nov. 19, 1996
ECONOFLEX	Fairmount Minerals, Ltd.	1,975,815	May 28, 1996
SANPAC	Fairmount Minerals, Ltd.	1,936,488	Nov. 21, 1995
SUPERPAC	Fairmount Minerals, Ltd.	1,936,487	Nov. 21, 1995
SUPERSET W	Fairmount Minerals, Ltd.	1,813,274	Dec. 28, 1993
TEMPERED DC	Fairmount Minerals, Ltd.	1,906,981	July 25, 1995
TEMPERED LC	Fairmount Minerals, Ltd.	1,833,562	May 3, 1994
SUPERSET O	Fairmount Minerals, Ltd.	1,813,273	Dec. 28, 1993
TECHNISAND	Fairmount Minerals, Ltd.	1,706,113	Aug. 11, 1992
SUPER DC	Fairmount Minerals, Ltd.	1,664,639	Nov. 19, 1991
SUPER LC	Fairmount Minerals, Ltd.	1,692,238	June 9, 1992
MAGNUM BLAST	Fairmount Minerals, Ltd.	1,552,392	Aug. 22, 1989
SUPER HS	Fairmount Minerals, Ltd.	1,444,660	June 30, 1987
SUPERSAND	Fairmount Minerals, Ltd.	1,251,943	Sept. 27, 1983
W & DESIGN	Fairmount Minerals, Ltd.	911,902	June 8, 1971
UNI-WEST (Stylized)	United Western Supply Companies, Inc.	1,096,341	July 11, 1978
UNI-WEST (Stylized)	United Western Supply Companies, Inc.	1,093,032	June 13, 1978
TUF KUT	United Western Supply Companies, Inc.	2,276,154	September 7, 1999
UNI-WEST (Classes 3 and 35)	Fairmount Minerals, Ltd.	2,356,620	June 13, 2000

Unregistered Trademarks/Names**Owner**

Santrol	TechniSand, Inc.
Rotaflux	Wedron Silica Company
Tempered HS	TechniSand, Inc.
Best Sand	Best Sand Corporation
Bestone	Best Sand Corporation
Lucky Stone	Best Sand Corporation
Glass Batch	Best Sand Corporation
Fairmount Minerals	Fairmount Minerals, Ltd.
United Western Supply	United Western Supply Company
Best Silica	Best Sand Corporation

2. Patent Rights

<u>Mark/Names</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
High Strength Particulates	Fairmount Minerals, Ltd.	4,585,064	04/29/86
Method for Producing Heat Curable Particles	Fairmount Minerals, Ltd.	4,597,991	07/01/86
High Strength Particulates	Fairmount Minerals, Ltd.	4,717,594	01/05/88
High Strength Particulates	Fairmount Minerals, Ltd.	4,732,920	03/22/88
High Strength Particulates	Fairmount Minerals, Ltd.	4,888,240	12/19/89
Composite and Reinforced Resin Coatings	Santrol, Inc. (a division of TechniSand, Inc.)	5,422,183	06/06/95
Method and Process for the Stabilization of Resin Coated Particulates	TechniSand, Inc.	5,520,250	05/28/96
Method of Propping a Fracture; Composite Coating	Santrol, Inc. (a division of TechniSand, Inc.)	5,597,784	01/28/97
Proppant Containing Bondable Particles and Removable Particles	TechniSand, Inc.	6,114,410	09/05/00
Proppant Containing Bondable Particles and Removable Particles	TechniSand, Inc.	6,328,105	12/11/01
Injection Molded Degradable Casing Perforation Ball Sealers	Fairmount Minerals, Ltd.	5,990,051	11/23/99
Fluid Compatible Self Consolidation Particles	Fairmount Minerals, Ltd.	5,955,144	09/21/99

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

None

{#1286994 V1 - PATENT SECURITY AGREEMENT SCHEDULE;3}

CERTIFICATION

I hereby certify that the Amended and Restated Patent, Trademark and Copyright Security Agreement between National City Bank and Fairmount Minerals, Ltd., Best Sand Corporation, Best Sand of Pennsylvania, Inc., Cheyenne Sand Corp., Construction Aggregates Corporation of Michigan, Inc., The Dakota Corporation, Specialty Sands, Inc., Standard Sand Corporation, Technisand, Inc., Wedron Silica Company, Wexford Sand Co., Wisconsin Industrial Sand Company, L.L.C., FML Holdings, Inc., Fairmount Minerals Sales de Mexico, s. de R.L. de C.V., United Western Supply Company and National City Bank is a true and exact copy of the original Amended and Restated Patent, Trademark and Copyright Security Agreement.

05/10
Date

Vicki Cremonese
Vicki Cremonese
Notary Public

