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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
General Electric Capital Corporation

Individual(s) Association
 Corporation -
 Other

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

2. Name and address of receiving party(ies)
Name: **Oglebay Norton Company**
Internal
Address: **North Point Tower, 1001 Lakeside Avenue, 15th Floor**
Street Address:
City: **Cleveland** State: **OH** Zip: **44114**

Individual(s) citizenship _____
 Association _____
 General Partnership _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement
 Change of Name
 Other - **Release**

Execution Date: **July 7, 2004**

Limited Partnership
 Corporation - **Ohio**
 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 number(s):
A. Trademark Application No.(s)


B. Trademark Registration No.(s)
2213335; 2028307; 2028305; 1304497; 2088556; 2085242; 2080590; 1161244

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Daniel Angel, Esq.**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: 


7. Total fee (37 CFR 3.41) \$ **215.00**
 Enclosed
 Authorized to be charged to deposit account


8. Deposit account number:
500675 - Schulte Roth & Zabel LLP

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

DO NOT USE THIS SPACE

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.

Daniel Angel, Esq.  **July 28, 2004**
Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$215.00 600675 2213335

RELEASE

This Release (the "Release") is made and effective as of the date indicated below and is granted by General Electric Capital Corporation, as successor agent (the "Agent"), in favor of Oglebay Norton Company, an Ohio corporation (the "Borrower"). Reference is made to (i) that certain Credit Agreement, dated as of May 15, 1998, as amended and restated as of April 3, 2000 (the "Credit Agreement"), by and among the Borrower, the Agent, Bank One, Michigan, as Syndication Agent, and The Bank of Nova Scotia, as Documentation Agent, and (ii) those certain Collateral Assignment and Security Agreements dated as of April 3, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, each the "Security Agreement" and collectively, the "Security Agreements") by the Borrower and by each subsidiary of the Borrower as Pledgor (as defined in the Security Agreements) in favor of the Agent. Unless otherwise indicated, capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement.

The Security Agreements were recorded at the United States Patent and Trademark Office at Reel 2279/Frame 0919 on April 13, 2001; at Reel 2280/Frame 0344 on April 13, 2001; at Reel 2280/Frame 0204 on April 13, 2001; at Reel 2279/Frame 0891 on April 13, 2001; at Reel 2280/Frame 0287 on April 13, 2001; and at Reel 2280/Frame 0187 on April 13, 2001.

Individually and on behalf of the Secured Parties, the Agent unconditionally releases, without recourse and without any representation or warranty of any kind, all of the Agent's and Secured Parties' right, title and interest in and to (a) all patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state, including but not limited to those listed on Exhibit A hereto and made a part hereof, (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing, and (e) to the extent not otherwise included, all proceeds of, all accessions to, substitutions and replacements for and all rents, profits and products of each of the foregoing and any and all proceeds of insurance, indemnity, warranty, or guaranty payable to the Borrower and/or any Pledgor from time to time with respect to any of the foregoing.

This release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

Agent agrees to execute and deliver to the Borrower any and all further documents or instruments and do any and all further acts which the Borrower (or its agents or designees) reasonably request in order to confirm this Release and the Borrower's right, title and interest in and to the Collateral.

All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date below written, intending to be legally bound.

Dated as of July 7, 2004.

GENERAL ELECTRIC CAPITAL CORPORATION, as agent

By: [Signature]
Name: Andrew C. Triangrove
Title: Authorized Signatory

By: [Signature]
Name: Patrick Flynn
Title: Duty Authorized Signatory

STATE OF: Connecticut)
)
COUNTY OF: Fairfield)

The foregoing Release was acknowledged before me this 7th day of July, 2004 by Andrew C. Triangrove and Patrick Flynn, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of General Electric Capital Corporation being by me duly sworn did depose and say that each of them is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that each of them acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

My commission expires: 7/31/2007

Acknowledged and accepted as of June ____, 2004.

OGLEBAY NORTON COMPANY,
for itself and its Subsidiaries that are Pledgors under
the Security Agreements

By: *R Walk*
Name: Rochelle Walk
Title: Vice President, General Counsel
and Secretary

STATE OF: OHIO)
)
COUNTY OF: CUYAHOGA)

The foregoing Release was acknowledged before me this 25th day of June, 2004 by Rochelle Walk, proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument on behalf of OGLEBAY NORTON COMPANY, for itself and its Subsidiaries that are Pledgors under the Security Agreement, being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was acknowledged on behalf of said corporations as authorized by their Board of Directors and that each of them acknowledged said instrument to be the free act and deed of said corporations.

Marianne Seich
Notary Public

My commission expires: 7-1-08

MARIANNE SEICH
NOTARY PUBLIC • STATE OF OHIO
My commission expires July 1, 2008

Exhibit A

TRADEMARK	SERIAL/ REG. NO.	STATUS	FILING DATE	OWNER
KLAYSOFT	2213335	Registered	December 10, 1996	Global Stone James River, Inc.
ON (COMPASS POINT LOGO)	2028307	Registered	June 21, 1995	Oglebay Norton Company
ON (COMPASS POINT LOGO)	2028305	Registered	June 21, 1995	Oglebay Norton Company
TEXSAN	1304497	Registered	June 17, 1983	Oglebay Norton Industrial Sands, Inc.
ON (COMPASS POINT LOGO)	2088556	Registered	May 23, 1995	Oglebay Norton Company
OGLEBAY NORTON	2085242	Registered	May 25, 1995	Oglebay Norton Company
ON (COMPASS POINT LOGO)	2080590	Registered	May 23, 1995	Oglebay Norton Company
ON (COMPASS POINT LOGO)	1161244	Renewed	October 26, 1978	Oglebay Norton Company

SCHULTE ROTH & ZABEL LLP

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2004 JUL 28 P 9:1

F A C S I M I L E
PLEASE DISTRIBUTE TO ALL LISTED PERSONS

To	Company	Fax No.	Confirmation No.
Assignment Division	USPTO	(703) 306-5995	(703) 308-9726

FROM: Stanley Seuradge	DATE: July 28, 2004
DIRECT DIAL: (212) 610-7495	Number of Pages: 6 (Including Cover Page)
Number of Cover Sheets:	
FILE NO.: 051511/0018	

Additional Message:

Please record the attached document with the U.S. Patent and Trademark Office. If you have any questions, please call Stanley Seuradge at the telephone number listed above.

9546959.1
THE INFORMATION CONTAINED IN THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

For incomplete transmission please call (212) 756-2000 ext. 6076

TRADEMARK

RECORDED: 07/29/2004

REEL: 002921 FRAME: 0639