#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

#### **CONVEYING PARTY DATA**

| Name                                    | Formerly | Execution Date | Entity Type       |
|---|----------|----------------|-------------------|
| Oglebay Norton Specialty Minerals, Inc. |          | 01/31/2005     | CORPORATION: OHIO |

#### **RECEIVING PARTY DATA**

| Name:           | Silver Point Finance, LLC      |  |
|-----------------|--------------------------------|--|
| Street Address: | Two Greenwich Plaza, 1st Floor |  |
| City:           | Greenwich                      |  |
| State/Country:  | CONNECTICUT                    |  |
| Postal Code:    | 06830                          |  |
| Entity Type:    | CORPORATION:                   |  |

#### PROPERTY NUMBERS Total: 2

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1729353 | MICAWHITE |
| Registration Number: | 1729354 | POLYMICA  |

#### **CORRESPONDENCE DATA**

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127562388

Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

| NAME OF SUBMITTER: | Daniel Angel, Esq. |
|--------------------|--------------------|
| Signature:         | /sas for da/       |
| Date:              | 02/10/2005         |

TRADEMARK REEL: 003027 FRAME: 0284

900019518 REEL: 00302

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### ASSIGNMENT FOR SECURITY

#### **TRADEMARKS**

WHEREAS, OGLEBAY NORTON SPECIALTY MINERALS, INC. (the "Assignor"), an Ohio corporation, holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated January 31, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Silver Point Finance, LLC, as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the Agents and Lenders (as such terms are defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will 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 and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of 31, 2005.

OGLEBAY NORTON SPECIALTY MINERALS, INC.

Bv:

Name:

Title:

Grant of Security Interest (Trademarks)

# CERTIFICATE OF ACKNOWLEDGMENT

| STATE OF   | <del></del>                           |  |
|--|---------------------------------------|--|
| COUNTY OF  | ss.:                                  |  |
| On this personally appeared proved to me on the basis of | Satisfactory evid                     | 2005, before me, the undersigned,<br>, personally known to me or<br>ence to be the individual whose name is subscribed |
| in the within instrument and                             | l acknowledged to<br>signature on the | instrument, the individual, or the person upon   |

MARCIA BURSTON

NOTARY PUBLIC • STATE OF OHIO My commission expires March 3, 2008

Grant of Security Interest (Trademarks)

## SCHEDULE A U.S. TRADEMARK REGISTRATIONS

| MARK      | REG. NO.  | REG. DATE        |
|-----------|-----------|------------------|
| MICAWHITE | 1,729,353 | November 3, 1992 |
| POLYMICA  | 1,729,354 | November 3, 1992 |

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**RECORDED: 02/10/2005**