

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
PQ Corporation		03/11/2005	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Administrative Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Connecticut-licensed branch of a Swiss banking corporation:

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	506738	O
Registration Number:	509700	A
Registration Number:	506757	B
Registration Number:	509701	G
Registration Number:	526917	GD
Registration Number:	506735	J
Registration Number:	129525	K
Registration Number:	2573354	L
Registration Number:	506736	M
Registration Number:	506737	N
Registration Number:	507666	SS
Registration Number:	2569790	V
Registration Number:	2291491	ADVERA
Registration Number:	2626501	AGSIL

OP \$1140.00 506738

Registration Number:	794289	BRITESIL
Registration Number:	1345389	BRITESORB
Registration Number:	794290	BRITESORB
Registration Number:	1347046	BRITESORB
Registration Number:	2700135	COOL
Registration Number:	2722304	E ECODRILL
Registration Number:	2670146	ECODRILL
Registration Number:	2725447	ECODRILL
Registration Number:	2689573	EXTENDOSPHERES
Registration Number:	2161292	GO SOAK YOURSELF
Registration Number:	2281383	GO SOAK YOURSELF
Registration Number:	2584933	JUMBOGEMS
Registration Number:	398704	KASIL
Registration Number:	1202446	KASOLV
Registration Number:	2109859	MAGNAGROW
Registration Number:	2399245	MEDOX
Registration Number:	1467816	METALITE
Registration Number:	898540	METSO
Registration Number:	832792	METSO BEADS
Registration Number:	872397	METSO PENTABEAD
Registration Number:	1163243	
Registration Number:	805394	PQ
Registration Number:	807715	PQ
Registration Number:	2190931	PQ SIEVES
Registration Number:	929404	Q-CEL
Registration Number:	1386407	SILPREC
Registration Number:	510420	STARSO
Registration Number:	1196032	VALFOR
Serial Number:	78501603	CERAMSIL
Serial Number:	78497797	LITHISIL
Registration Number:	2909062	TS-PQ

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-2254
Email: ksolomon@stblaw.com
Correspondent Name: Robyn Rahbar, Esq
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	03/29/2005

Total Attachments: 6
source=PQT_Sl#page1.tif
source=PQT_Sl#page2.tif
source=PQT_Sl#page3.tif
source=PQT_Sl#page4.tif
source=PQT_Sl#page5.tif
source=PQT_Sl#page6.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 11, 2005 is made by PQ CORPORATION, a Pennsylvania corporation (the "Obligor"), in favor of UBS AG, Stamford Branch, a Connecticut-licensed branch of a Swiss banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of February 11, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NIAGARA ACQUISITION, INC., a Delaware corporation ("Borrower"), NIAGARA HOLDINGS, INC., a Delaware corporation ("Holdings"), the Lenders, the Agent, JPMORGAN CHASE BANK, N.A., as Syndication Agent, CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands branch, as Documentation Agent, and J.P. MORGAN SECURITIES INC. and UBS SECURITIES LLC as joint lead arrangers and joint book runners. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of February 11, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor 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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 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 provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

PQ CORPORATION

By: _____

Name:

Title:

UBS AG, Stamford Branch
as Administrative Agent for the Lenders

By:  _____

Name: Wilfred V. Saint

Title: Director
Banking Products
Services, US


Juan Zuniga
Associate Director
Banking Products Services US

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

PQ CORPORATION

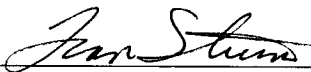
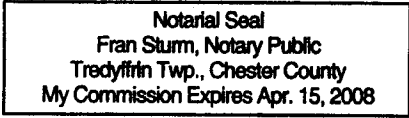
By: 
Name: William Legg
Title: CFO

UBS AG, Stamford Branch
as Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

STATE OF)
) ss
COUNTY OF)

On the 11th day of March, 2005, before me personally came William Levy, who is personally known to me to be the CFO of PQ Corporation, a Pennsylvania corporation; who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public COMMONWEALTH OF PENNSYLVANIA

Member, Pennsylvania Association of Notaries
(PLACE STAMP AND SEAL ABOVE)

STATE OF Connecticut
COUNTY OF Saunder ^{SS}

On the 11th day of March, 2005, before me personally came Wilfred Sain & Juan Lopez who is personally known to me to be the Director & A-D of UBS AG, Stamford Branch, a Connecticut-licensed branch of a Swiss banking corporation; who, being duly sworn, did depose and say that she/he is the Director & A-D in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

(PLACE STAMP AND SEAL ABOVE)

My Commission Expires 6/30/08

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
O	506,738
A	509,700
B	506,757
G	509,701
GD	526,917
J	506,735
K	129,525
L	2,573,354
M	506,736
N	506,737
SS	507,666
V	2,569,790
ADVERA	2,291,491
AGSIL	2,626,501
BRITESIL	794,289
BRITESORB	1,345,389
BRITESORB	794,290
BRITESORB	1,347,046
COOL	2,700,135
E ECODRILL AND DESIGN	2,722,304
ECODRILL	2,670,146
ECODRILL	2,725,447
EXTENDOSPHERES	2,689,573
GO SOAK YOURSELF	2,161,292
GO SOAK YOURSELF	2,281,383
JUMBOGEMS	2,584,933
KASIL	398,704
KASOLV	1,202,446
MAGNAGROW	2,109,859
MEDOX	2,399,245
METALITE	1,467,816
METSO	898,540
METSO BEADS	832,792
METSO PENTABEAD	872,397
PQ DESIGN ONLY	1,163,243
PQ	805,394
PQ	807,715
PQ SIEVES	2,190,931
Q-CEL	929,404
SILPREC	1,386,407
STARSO	510,420
VALFOR	1,196,032
CERAMSIL	78/501,603
LITHISIL	78/497,797
TS-PQ	2,909,062