

**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
Potters Industries, Inc.		03/11/2005	CORPORATION: NEW YORK

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: 21

Property Type	Number	Word Mark
Registration Number:	883662	ALERT
Registration Number:	815582	BALLOTINI
Registration Number:	368247	CATAPHOTE
Registration Number:	775108	CATAPHOTE
Registration Number:	1312905	CONDUCT-O-FIL
Registration Number:	696211	GLAS-SHOT
Registration Number:	802502	GLAS-SHOT
Registration Number:	1769201	LASERLUX
Registration Number:	2803713	LUMINIGHT
Registration Number:	1946933	LUXSIL
Registration Number:	775827	MICROBEADS
Registration Number:	921789	MICROBEADS
Registration Number:	921573	MICROBEADS
Registration Number:	950699	MICROBEADS

OP \$540.00 883662

Registration Number:	1645687	SPHERICEL
Registration Number:	1177309	SPHERIGLASS
Registration Number:	1502914	VISIBEAD
Registration Number:	1903374	VISIGUN
Serial Number:	78277848	BALLOTINI BLASTER
Serial Number:	78277827	BALLOTINI BLASTER BEADS
Serial Number:	78395780	GLASS FILL

**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  
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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 POTTERS INDUSTRIES, INC., a New York 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.

POTTERS INDUSTRIES, INC.

By: 

Name:

Jerry E. Sheidan

Title:

President and CEO

UBS AG, Stamford Branch  
as Administrative Agent for the Lenders

By: \_\_\_\_\_

Name:

Title:

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.

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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.

POTTERS INDUSTRIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

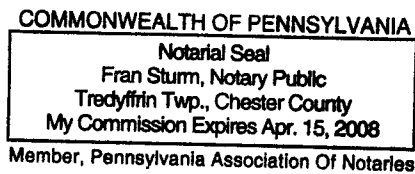
UBS AG, Stamford Branch  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name: Wilfred V. Saint  
Title: Director  
Banking Products  
Services, US

  
Juan Zuniga  
Associate Director  
Banking Products Services, US

STATE OF )  
 ) ss  
COUNTY OF )

On the 11th day of March, 2005, before me personally came Jerry Sheridan, who is personally known to me to be the President & CEO of Potters Industries, Inc., a New York corporation; who, being duly sworn, did depose and say that she/he is the President & CEO 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.



Fran Sturm  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF Connecticut  
COUNTY OF Fairfield ) ss

On the 11th day of March, 2005, before me personally came Wilfred V. Hunt & Juan M. 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.

Renne Lopez  
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>
ALERT	883,662
BALLOTINI	815,582
CATAPHOTE	368,247
CATAPHOTE	775,108
CONDUCT-O-FIL	1,312,905
GLAS-SHOT	696,211
GLAS-SHOT	802,502
LASERLUX	1,769,201
LUMINIGHT	2,803,713
LUXSIL	1,946,933
MICROBEADS	775,827
MICROBEADS	921,789
MICROBEADS	921,573
MICROBEADS	950,699
SPHERICEL	1,645,687
SPHERIGLASS	1,177,309
VISIBEAD	1,502,914
VISIGUN	1,903,374
BALLOTINI BLASTER	78/277,848
BALLOTINI BLASTER BEADS	78/277,827
GLASS FILL	78/395,780