

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amended and Restated Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------------------------|----------|----------------|-------------------------------------|
| Fairmount Minerals, Ltd. | | 03/13/2003 | CORPORATION: DELAWARE |
| Best Sand Corporation | | 03/13/2003 | CORPORATION: OHIO |
| Best Sand of Pennsylvania, Inc. | | 03/13/2003 | CORPORATION: OHIO |
| Cheyenne Sand Corp. | | 03/13/2003 | CORPORATION: MICHIGAN |
| Construction Aggregates Corporation of Michigan, Inc. | | 03/13/2003 | CORPORATION: MICHIGAN |
| The Dakota Corporation | | 03/13/2003 | CORPORATION: MICHIGAN |
| Specialty Sands, Inc. | | 03/13/2003 | CORPORATION: MICHIGAN |
| Standard Sand Corporation | | 03/13/2003 | CORPORATION: MICHIGAN |
| Technisand, Inc. | | 03/13/2003 | CORPORATION: DELAWARE |
| Wedron Silica Company | | 03/13/2003 | CORPORATION: OHIO |
| Wexford Sand Co. | | 03/13/2003 | CORPORATION: MICHIGAN |
| Wisconsin Industrial Sand Company, L.L.C. | | 03/13/2003 | Limited Liability Company: DELAWARE |
| FML Holdings, Inc. | | 03/13/2003 | CORPORATION: DELAWARE |
| Fairmount Minerals Sales de Mexico, S. De R.L. De C.V. | | 03/13/2003 | CORPORATION: MEXICO |
| United Western Supply Company | | 03/13/2003 | CORPORATION: WASHINGTON |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------|
| Name: | National City Bank |
| Street Address: | 629 Euclid Avenue |
| City: | Cleveland |
| State/Country: | OHIO |
| Postal Code: | 44114 |
| Entity Type: | BANK: |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|---------------|--------|-----------|
| | | |

900025029

TRADEMARK
REEL: 003088 FRAME: 0640

CH \$40.00 78607176

Serial Number:

78607176

OPTIPROP

CORRESPONDENCE DATA

Fax Number: (412)562-1041

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

Phone: 412-562-1637

Email: cremonesevj@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 301 Grant Street

Address Line 2: 20th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

NAME OF SUBMITTER:

Michael L. Dever

Signature:

/Michael L. Dever/

Date:

05/20/2005

Total Attachments: 17

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

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

ATTEST:


BEST SAND CORPORATION



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

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

ATTEST:

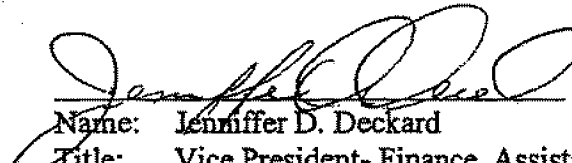
CHEYENNE SAND CORP.


Name: Jennifer 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]

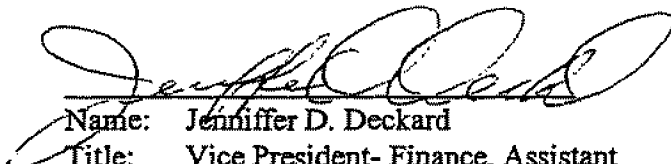
ATTEST:


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


CONSTRUCTION AGGREGATES
CORPORATION OF MICHIGAN, INC.

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

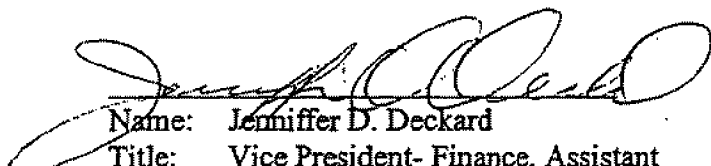
ATTEST:


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

THE DAKOTA CORPORATION

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

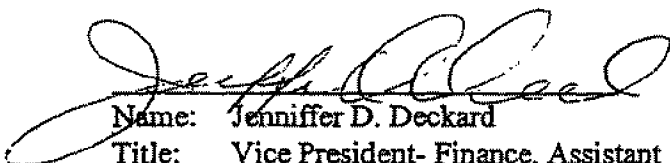
ATTEST:


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

SPECIALTY SANDS, INC.

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

ATTEST:

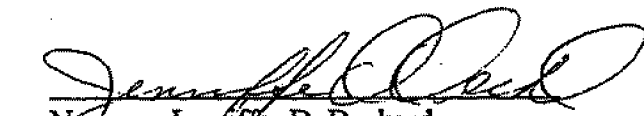

Name: Jennifer D. Deckard
Title: Vice President- Finance, Assistant
Secretary & Treasurer

STANDARD SAND CORPORATION

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

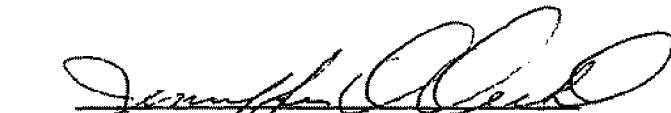
ATTEST:


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

AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF REGISTERED PATENTS, TRADEMARKS, TRADE NAMES AND COPYRIGHTS

All registered items listed on Schedule are registered in the United States only.

1. Trademark Rights

| Trademark Registrations | | | |
|--------------------------------|--------------------------|-------------------------|--------------------------|
| Trademark | Owner | Registration No. | Registration Date |
| W & DESIGN | Wedron Silica Company | 911,902 | June 8, 1971 |
| SUPER HS | Fairmount Minerals, Ltd. | 1,444,660 | June 30, 1987 |
| MAGNUM BLAST | Wedron Silica Company | 1,552,392 | Aug. 22, 1989 |
| SUPER DC | Fairmount Minerals, Ltd. | 1,664,639 | Nov. 19, 1991 |
| SUPER LC | Fairmount Minerals, Ltd. | 1,692,238 | June 9, 1992 |
| TECHNISAND | TechniSand, Inc. | 1,706,113 | Aug. 11, 1992 |
| SUPERSET O | TechniSand, Inc. | 1,813,273 | Dec. 28, 1993 |
| SUPERSET W | TechniSand, Inc. | 1,813,274 | Dec. 28, 1993 |
| TEMPERED LC | TechniSand, Inc. | 1,833,562 | May 3, 1994 |
| TEMPERED DC | TechniSand, Inc. | 1,906,981 | July 25, 1995 |
| SUPERPAC | Fairmount Minerals, Ltd. | 1,936,487 | Nov. 21, 1995 |
| SANPAC | Fairmount Minerals, Ltd. | 1,936,488 | Nov. 21, 1995 |
| ECONOFLEX | Fairmount Minerals, Ltd. | 1,975,815 | May 28, 1996 |
| TOUR BLEND | Fairmount Minerals, Ltd. | 2,371,557 | July 25, 2000 |
| TOP PRO | Fairmount Minerals, Ltd. | 2,390,284 | Sept. 26, 2000 |
| TOUR GRADE | Fairmount Minerals, Ltd. | 2,402,488 | Nov. 17, 2000 |
| MAGNAPROP | TechniSand, Inc. | 2,485,356 | Sept. 4, 2001 |
| DYNAPROP | TechniSand, Inc. | 2,485,357 | Sept. 4, 2001 |
| POLARPROP | TechniSand, Inc. | 2,527,488 | Jan. 8, 2002 |
| HYPERPROP | TechniSand, Inc. | 2,601,555 | July 30, 2002 |
| Trademark Applications | | | |
| Trademark | Owner | Serial No. | Filing Date |
| AQUAQUARTZ (ITU) | Fairmount Minerals, Ltd. | 78/355,883 | Jan. 22, 2004 |
| FLEX SAND (ITU) | Fairmount Minerals, Ltd. | 78/356,138 | Jan. 23, 2004 |
| SPECTRAQUARTZ (ITU) | Fairmount Minerals, Ltd. | 78/369,679 | Feb. 18, 2004 |
| OPTIPROP (Actual Use) | Fairmount Minerals, Ltd. | 78/607,176 | April 4, 2005 |

| Unregistered Trademarks and Trade 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. |
| Best Silica | Best Sand Corporation |

2. Patent Rights

Issued Patents

| <u>Invention</u> | <u>Owner</u> | <u>Pat. No.</u> | <u>Issue Date</u> |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------|--------------------------|
| High Strength Particulates | Fairmount Minerals, Ltd. | 4,732,920 | 03/22/1988 |
| High Strength Particulates | Fairmount Minerals, Ltd. | 4,888,240 | 12/19/1989 |
| Composite and Reinforced Resin Coatings | Santrol, Inc. (a division of TechniSand, Inc.) | 5,422,183 | 06/06/1995 |
| Method and Process for the Stabilization of Resin Coated Particulates | TechniSand, Inc. | 5,520,250 | 05/28/1996 |
| Method of Propping a Fracture; Composite Coating | Santrol, Inc. (a division of TechniSand, Inc.) | 5,597,784 | 01/28/1997 |
| Well Treatment Fluid Compatible Self-Consolidating Particles | Santrol, Inc. (a division of TechniSand, Inc.) (and Georgia-Pacific Resins, Inc.) | 5,837,656 | 11/17/1998 |
| Injection Molded Degradable Casing Perforation Ball Sealers | Fairmount Minerals, Ltd. | 5,990,051 | 11/23/1999 |
| Fluid Compatible Self Consolidation Particles | Fairmount Minerals, Ltd. | 5,955,144 | 09/21/1999 |
| Proppant Containing Bondable Particles and Removable Particles | TechniSand, Inc. | 6,114,410 | 09/05/2000 |
| Downhole Chemical Delivery System for Oil and Gas Wells | Santrol, Inc. (a division of TechniSand, Inc.) | 6,279,656 | 08/28/2001 |

| <u>Invention</u> | <u>Owner</u> | <u>Pat. No.</u> | <u>Issue Date</u> |
|---------------------------------------------------------------------------------------------------|--------------------------|-----------------|-------------------|
| Proppant Containing Bondable Particles and Removable Particles | TechniSand, Inc. | 6,328,105 | 12/11/2001 |
| Proppant Composition for Gas and Oil Well Fracturing | Fairmount Minerals, Inc. | 6,372,678 | 04/16/2002 |
| Injection Molded Degradable Casing Perforation Ball Sealers Fluid Loss Additive and Method of Use | Fairmount Minerals, Inc. | 6,380,138 | 04/30/2002 |

Patent Applications

3. Copyrights and Copyright Applications

None.

4. Licenses

None.

**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}