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
Global Stone James River, Inc. (n/k/a O-N Minerals (James River) Company)		01/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	Two Greenwich Plaza
Internal Address:	1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2213335	KLAYSOFT

CH $40.00 2213335

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 756-2388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel (051511-0031)
Address Line 1: 919 Third Avenue
Address Line 2: c/o Schulte Roth & Zabel, LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel
Signature:	/d. angel/

Date:	06/28/2005

Total Attachments: 4
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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, GLOBAL STONE JAMES RIVER, INC., a Delaware corporation ("Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on Schedule A attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated January 31, 2005 (as amended, restated, supplemented or as otherwise modified or replaced from time to time, the "Security Agreement"), in favor of **SILVER POINT FINANCE, LLC**, a Delaware limited liability company with offices at Two Greenwich Plaza, 1st Floor, Greenwich, Connecticut 06830, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the lenders a continuing security interest in all right, title and interest of the Grantor 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 "Trademark 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 Grantor does hereby pledge, mortgage and grant to the Grantee for the benefit of the lenders a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

Subject to the provisions the Security Agreement, it is the intention of the parties that the Grantor continue to have the use of the Trademark Collateral, including without limitation the above-described trademarks and service marks and the goodwill of the business associated therewith and represented thereby to control the nature and quality of the goods manufactured and sold under said trademarks and service marks, and, upon the payment and performance in full of all of the Obligations, as set forth in the Security Agreement, the security interest of the Grantee in the Trademark Collateral shall be released and thereafter the Grantee shall no longer have any interest therein.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark 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 January 31, 2005.

GLOBAL STONE JAMES RIVER, INC.

By: JA Boland

Name: Julie A. Boland

Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

ss.:

COUNTY OF _____

On this 31st day of January 2005, before me, the undersigned, personally appeared Julie A. Boland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marcia Burston

[NOTARY SEAL]

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

SCHEDULE A
U.S. TRADEMARK REGISTRATION

MARK	REG. NO.	REG. DATE
KLAYSOFT	2,213,335	December 12, 1996

RECORDED: 06/28/2005

TRADEMARK
REEL: 003112 FRAME: 0202