Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Almatis, Inc.		01/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS Limited
Street Address:	1 Finsbury Avenue
Internal Address:	Attn: Tina Elliot/ Andrew Sudlow
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 2PP
Entity Type:	Priv. Ltd. Co.:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2021174	ALPHABOND
Registration Number:	1511389	ALUMALUX
Registration Number:	1756293	BAYGRANITE
Registration Number:	1452719	FLAME GARD
Registration Number:	727621	FLUO-FLUX
Registration Number:	2726370	HY BRITE
Registration Number:	759868	HYDRAL
Registration Number:	1701266	HYGRANITE
Registration Number:	1394528	ONYX CLASSICA
Registration Number:	1445799	REALOX
Registration Number:	1805681	SPACERITE
Registration Number:	776389	TABALOX
Serial Number:	78348950	ALMATIS

TRADEMARK

900041561 **REEL: 003242 FRAME: 0219**

Serial Number:	78367626	ALMATIS	
Serial Number:	78666658	PREMIUM ALUMINA	
Serial Number:	78666532	THINK ALUMINA, THINK ALMATIS	

CORRESPONDENCE DATA

Fax Number: (202)728-0744

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

Phone: 2027216405

Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

DOMESTIC REPRESENTATIVE

Name: UBS Investment Bank
Address Line 1: 677 Washington Blvd

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	02/07/2006

Total Attachments: 6

source=tm - almatis - ubs#page1.tif source=tm - almatis - ubs#page2.tif source=tm - almatis - ubs#page3.tif source=tm - almatis - ubs#page4.tif source=tm - almatis - ubs#page5.tif source=tm - almatis - ubs#page6.tif

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant/Applicant:

UBS LIMITED

DESIGNATION OF DOMESTIC REPRESENTATIVE

Hon. Commissioner of Patents and Trademarks Washington, D.C. 20231

Sir:

In connection with the Security Agreement entered into on December 21, 2005 between Almatis, Inc. and UBS Limited, as Secured Party (and supplements thereto), Registrant/Applicant designates, UBS Investment Bank, 677 Washington Blvd, Stamford, CT 06901 (to the attention of Irja Otsa), as registrant's representative upon whom notices or process in proceedings affecting trademarks or patents may be served.

Name:

Title:

Luke Jaggar Director & Legal Counse Leveraged Finance

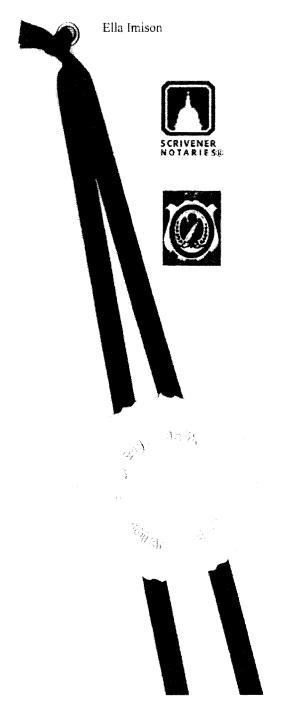
UBS Limited

Giles Borten **Executive Director** Global Syndicated Finance

January 27, 2006

City Tower 40 Basinghall Street London EC2 5DE

Telephone: +44 (0) 207 448 4860 Facsimile: +44 (0) 207 448 4861 DX 15 Chancery Lane/Ldn www.imisonnotaries.com mail@imisonnotaries.com



TO ALL TO WHOM THESE PRESENTS SHALL COME. I ELLA ELIZABETH IMISON of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of ANDREW WOODWARD SWEET subscribed at foot of the supplement to security agreement (trademarks) hereunto annexed, such signature having been this day subscribed in my presence by the said ANDREW WOODWARD SWEET, vice president of ALMATIS, INC. of Delaware, United States of America, whose identity I the Notary attest.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this thirty-first day of January two thousand and six.

Dung

SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, Almatis, Inc., a Delaware corporation (herein referred to as "Grantor"), having an address at 501 West Park Road, Leetsdale Pennsylvania 15056 (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Grantor has entered into a Security Agreement dated as of December 21, 2005 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Secured Party; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in all right, title and interest of Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Secured Liabilities.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Liabilities.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby 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.

1

Secured Party's address is 1 Finsbury Avenue, London, EC2M 2PP, England.

34993-01757 NY:956338.3

IN WITNESS WHEREOF, Grantor has duly executed or caused this Supplement to Security Agreement to be duly executed as of _3154 January ______, 2006.

Almatis, Inc. Aul V. S.

Name: Andrew Sweet

Title: Senior Vice President

2

SCHEDULE A TO THE SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)

Registered U.S. Trademarks

Mark	Country	Reg. Number	Reg. Date	Expiry Date	Recorded Owner
ALPHABOND	US	2021174	12/03/1996	12/03/2006	Almatis, Inc
ALUMALUX	US	1511389	11/08/1988	11/08/2008	
BAYGRANITE	US	1756293	03/09/1993	03/09/2013	Almatis, Inc
FLAME GARD	US	1452719	08/18/1987	08/18/2007	Almatis, Inc
FLUO-FLUX	US	0727621	02/20/1962	02/20/2012	Almatis, Inc
HY BRITE	US	2726370	06/17/2003	06/17/2013	Almatis, Inc
HYDRAL	US	0759868	11/12/1963	11/12/2013	Almatis, Inc.
HYGRANITE	US	1701266	07/21/1992		Almatis, Inc.
ONYX CLASSICA	US	1394528	05/27/1986	07/21/2012	Almatis, Inc.
REALOX	US	1445799	07/07/1987	05/27/2006	Almatis, Inc.
SPACERITE	US	1805681		07/07/2007	Almatis, Inc.
ABALOX			11/23/1993	11/23/2013	Almatis, Inc.
	US	0776389	09/08/1964	09/08/2014	Almatis, Inc.

Pending U.S. Trademark Applications

	Country	Applu. Number	Filing Date	Recorded Owner
ALMATIS	US	78/348950	01/07/2004	Almatis, Inc.
ALMATIS AND DESIGN	US	78/367626	02/13/2004	Almatis, Inc.
PREMIUM ALUMINA AND DESIGN	US	78/666658	07/08/2005	Almatis, Inc.
THINK ALUMINA, THINK ALMATIS	US	78/666532	07/08/2005	Almatis, Inc.

5

34993-01757 NY:956338.5

RECORDED: 02/07/2006

TRADEMARK

REEL: 003242 FRAME: 0226