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
Oglebay Norton Company		07/31/2006	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76635376	O-N MINERALS
Serial Number:	76635375	O-N MINERALS
Registration Number:	2028307	ON
Registration Number:	2088556	ON
Registration Number:	2080590	ON
Registration Number:	2028305	ON
Registration Number:	1161244	ON
Registration Number:	2085242	OGLEBAY NORTON

OP $215.00 76635376

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1218
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	08/22/2006

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 31, 2006 is made by Oglebay Norton Company, an Ohio corporation, located at 1001 Lakeside Ave, 15th Flr, Cleveland, OH 44114 (the "Borrower"), in favor of JP Morgan Chase Bank, N.A., a national banking association, located at P.O. Box 2558, Houston, Texas, 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Term Loan Agreement, dated as of July 31, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Agent, and National City Bank, as Documentation Agent.

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 Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of July 31, 2006, 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, the Borrower 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, the Borrower 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, the Borrower 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. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), 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 the Borrower 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. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral 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. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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.

OGLEBAY NORTON COMPANY

By: Julie A. Boland

Name: Julie A. Boland
Title: VP & Treasurer
Date:

ACKNOWLEDGMENT OF OGLEBAY NORTON COMPANY

STATE OF Ohio)
) ss
COUNTY OF Cuyahoga)

On the 28th day of July, 2006, before me personally came Julie A. Boland, who is personally known to me to be the VP & Treasurer of Oglebay Norton Company, an Ohio corporation; who, being duly sworn, did depose and say that she/he is the VP & Treasurer 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.

Lindsey G. Stevens
Notary Public

NOTARIAL SEAL STATE OF OHIO

LINDSEY G. STEVENS
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Portage County
My Comm. Exp. 3/13/11

(PLACE STAMP AND SEAL ABOVE)

JP MORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:_____
Name: David J Waugh
Title: Vice President
Date: 7/31/06

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Ohio)
) ss
COUNTY OF Cuyahoga)

On the 28th day of July, 2006, before me personally came David J. Waugh, who is personally known to me to be the Vice President of JP Morgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association 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 association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Angela E. Novak
Notary Public

NOTARY PUBLIC STATE OF OHIO

ANGELA E NOVAK
Notary Public, State of Ohio
My Commission Expires Dec. 15, 2008

(PLACE STAMP AND SEAL ABOVE)

[Oglebay Trademark Security Interest Grant – Oglebay Norton (Term)]

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
O-N MINERALS	76/635,376
O-N MINERALS	76/635,375
ON & Design	2,028,307
ON & Design	2,088,556
ON & Design	2,080,590
ON & Design	2,028,305
ON & Design	1,161,244
OGLEBAY NORTON	2,085,242