

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unimin Corporation		10/02/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Colloid Company		
Street Address:	1500 W. Shure Dr.		
City:	Arlington Heights		
State/Country:	ILLINOIS		
Postal Code:	60004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0899972	CUSTOMIX	
Registration Number:	2232547	DAKOTA BOND	
Registration Number:	1075775	STEINEX	
CORRESPONDENCE DATA			
Fax Number:	(312)896-6787		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-443-1787		
Email:	sfifield@lordbissell.com		
Correspondent Name:	Sean C. Fifield		
Address Line 1:	111 S. Wacker Dr., Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-4410		
ATTORNEY DOCKET NUMBER:	UNIMIN 3192100-0694		
NAME OF SUBMITTER:	Ingrid J. Scheckel		
Signature:	/Ingrid J. Scheckel/		

CH \$90.00 0899972

Date:

10/04/2006

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made October 2, 2006, (this "Assignment") by Unimin Corporation, a Delaware corporation, with offices at 258 Elm Street, New Canaan, Connecticut ("Unimin"), to American Colloid Company, a Delaware corporation with offices at 1500 West Shure Drive, Arlington Heights, Illinois ("Assignee").

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement")(all capitalized terms used herein but not defined herein shall have the meanings provided for in the Purchase Agreement).

WHEREAS, Unimin is the owner, free and clear of all encumbrances, except for Permitted Liens, of all right, title and interest in the various United States trademark registrations disclosed in Schedule A attached hereto and made a part hereof (the "Trademarks") and is the owner of the goodwill of the business symbolized by such Trademarks and all common law rights associated therewith;

WHEREAS, Assignee is desirous of using the Trademarks and of acquiring the entire right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized by such Trademarks in connection therewith; and

WHEREAS, Unimin and Assignee have entered into the Purchase Agreement, providing for the purchase by Assignee of certain assets of Unimin, including the Trademarks,

NOW, THEREFORE, for and in consideration of \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Unimin hereby sells, assigns, conveys and transfers unto Assignee all of its right, title and interest in, to and under the Trademarks, and any derivation thereof, together with (a) the benefit of any rights at common law which have accrued to Unimin through use of the Trademarks or otherwise, (b) the goodwill of the business symbolized thereby, (c) all applications and registrations therefor, and (d) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Trademarks, as well as the right to seek any and all remedies available at law or in equity.

2. Unimin agrees that it will make no further use of the Trademarks.

3. All right, title and interest in the Trademarks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Unimin if this Assignment had not been made. Without limitation to the foregoing, Unimin assigns with the Trademarks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitation, damages and payments for past,

present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

4. This Assignment of Trademarks is subject to all of the terms and conditions set forth in the Purchase Agreement, which are hereby incorporated herein by reference, and nothing herein shall be deemed to modify, diminish or expand the representations, warranties, covenants, indemnifications and obligations of the parties under the Purchase Agreement. In the event of a conflict between this Assignment of Trademarks and the Purchase Agreement, the Purchase Agreement shall control.

5. This Assignment shall be construed and all the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the substantive laws of the State of Illinois, without regard to conflicts of laws principles. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures appear on following page]

**SCHEDULE A
TRADEMARKS**

Country	Trademark	Class No./ Goods	Reg. No.	Reg. Date
UNITED STATES	CUSTOMIX	Class 1 Foundry sand additives	899972	10/06/1970
UNITED STATES	DAKOTA BOND	Class 1 Western Bentonite clay used as foundry sand binder, and as component of preblended foundry sand binders	2232547	03/16/1999
UNITED STATES	STEINEX	Class 1 Foundry Core Binder	1075775	10/25/1977