# Electronic Version v1.1 Stylesheet Version v1.1

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:	de: 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

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

Phone: 312-443-1787

Email: sfifield@lordbissell.com

Correspondent Name: Sean C. Fifield

111 S. Wacker Dr., Suite 4400 Address Line 1: Address Line 4: Chicago, ILLINOIS 60606-4410

ATTORNEY DOCKET NUMBER:	UNIMIN 3192100-0694
NAME OF SUBMITTER:	Ingrid J. Scheckel
Signature:	/Ingrid J. Scheckel/

TRADEMARK **REEL: 003402 FRAME: 0068** 

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Date:	10/04/2006
Total Attachments: 5 source=UniminTM#page1.tif source=UniminTM#page2.tif source=UniminTM#page3.tif source=UniminTM#page4.tif source=UniminTM#page5.tif	

TRADEMARK REEL: 003402 FRAME: 0069

## 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 <u>Schedule A</u> 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.
- 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,

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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]

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	IN WITNESS WHEREOF, the parties have caused the executed as of the date first written above.	is Assignment of Trademarks to be
	UNIMIN CORPORATION	
	By: Andrew G. Bradley Vice President - Environmental Affairs	
	STATE OF CONNECTICUT ) COUNTY OF FAIRFIELD )	
	I, Example 1, a Notary Public ir aforesaid, do hereby certify that the person signing above, he is Andrew G. Bradley, that he is the Vice President Corporation, and that he, as such officer, being authorisinstrument before me for the purposes therein contained, by himself as such officer.  IN WITNESS WHEREOF, I have hereunto set my October, 2006.	being first sworn by me, did state that of Environmental Affairs for Unimin zed so to do, executed the foregoing by signing the name of the corporation
Ja	gtember	11 700
		Notary Public
		My Commission Expires:  NOTARY PUBLIC  MY COMMISSION EXPIRES MAR. 31, 2009
		The state of the s
	ACCEPTED BY:	
	AMERICAN COLLOID COMPANY	

By:

Gary D. Morrison

President

TRADEMARK REEL: 003402 FRAME: 0072 IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed as of the date first written above.

UNIMIN CORPORATION	
By:Andrew G. Bradley Vice President - Environmental Affairs	
STATE OF CONNECTICUT )	
he is Andrew G. Bradley, that he is the Vice Corporation, and that he, as such officer, being	Public in and for said County, in the State ing above, being first sworn by me, did state that President of Environmental Affairs for Unimin ng authorized so to do, executed the foregoing ontained, by signing the name of the corporation
IN WITNESS WHEREOF, I have hereu October, 2006.	into set my hand and official seal this 2 day of
OFFICIAL SEAL TERRI L CARDONA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/15/09	Notary Public  My Commission Expires:  3 (15 09
ACCEPTED BY:	
AMERICAN COLLOID COMPANY	
By: <u>Harry D. Marrison</u> Gary D. Morrison President	

# SCHEDULE A TRADEMARKS

Country			Reg. No.	Reg. Date
·	Trademark	Class No./ Goods		
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

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**RECORDED: 10/04/2006** 

TRADEMARK REEL: 003402 FRAME: 0074