

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Promissory Note Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ormet Corporation		11/01/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MatlinPatterson Global Advisers LLC		
Street Address:	520 Madison Avenue, 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022-4213		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1091549	BURNSIDE	
Registration Number:	1176545	BURNSIDE TERMINAL	
Registration Number:	2076238	VELVETFLOW	
Registration Number:	2114522	VELVETFLOW	
Registration Number:	1982267	SATIN PLUS	
Registration Number:	2290452	ORMELINK	
Registration Number:	2441230	ORMESHIELD	
CORRESPONDENCE DATA			
Fax Number:	(713)222-3291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(713) 221-3306		
Email:	constance.rhebergen@bracewellgiuliani.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		

CH \$190.00 1091549

ATTORNEY DOCKET NUMBER:	056932.000009
NAME OF SUBMITTER:	Constance Gall Rhebergen
Signature:	/constance gall rhebergen/
Date:	11/11/2006
Total Attachments: 4 source=OrmetTMSupp#page1.tif source=OrmetTMSupp#page2.tif source=OrmetTMSupp#page3.tif source=OrmetTMSupp#page4.tif	

TRADEMARK PROMISSORY NOTE SUPPLEMENT

Dated as of November 1, 2006

WHEREAS, ORMET CORPORATION, a Delaware corporation, whose address is 380 Southpointe Boulevard, Suite 200, Canonsburgh, Pennsylvania 15317 ("**Debtor**"), is the owner of the trademark registrations and/or trademark applications in the United States Patent and Trademark Office, indicated and more particularly described for on Schedule 1-A hereto (the "**Trademarks**");

WHEREAS, Debtor has entered into a Senior Subordinated Secured Promissory Note, dated as of November 1, 2006, with MatlinPatterson Global Opportunities Partners II L.P., MatlinPatterson Global Opportunities Partners (Cayman) II L.P. and certain of their affiliates (together with their successors and assigns "**MP**") and Mellon HBV Capital Partners LP, Mellon HBV Master Axis-RDO Fund Limited, Mellon HBV Master Global Event Driven Fund LP, Mellon HBV Master Rediscovered Opportunities Fund LP, Series 2 of Blackfriars Master Vehicle LLC (f.k.a. Series 2 of Blackfriars Special Purpose Vehicle LLC) (the "**Mellon Signatories**") and certain of their affiliates (collectively with Mellon Signatories and together with their successors and assigns "**Mellon**", and together with MP, the "**Lenders**," and each of the MP entities and Mellon entities, individually, is a "**Lender**") (as amended, supplemented, or otherwise modified from time to time, the "**Promissory Note**") in favor of MatlinPatterson GlobalAdvisers LLC, in its capacity as collateral agent (in such capacity, the "**Collateral Agent**"), pursuant to which Debtor has granted to the Collateral Agent, a security interest in all right, title, and interest of Debtor in and to, among other things, General Intangibles (as defined in the Promissory Note) and Proprietary Rights (as defined in the Promissory Note), together with all registrations and recordings thereof, including, without limitation, applications, registrations, and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, continuations, continuations-in-part, term restorations or extensions thereof, and all proceeds thereof, including, without limitation, any claims by Debtor against third parties for infringement thereof for the full term of the Proprietary Rights (collectively, the "**Collateral**"), to secure the prompt payment, performance and obligations of the Debtor under the Promissory Note (the "**Secured Obligations**");

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

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the grant of and security interest in the Collateral made hereby are more fully set forth in the Promissory Note, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is MatlinPatterson Global Advisers LLC, a Delaware limited liability company, 520 Madison Avenue, 35th Floor, New York, New York 10022-4213, Attn: Larry Teitelbaum.

[Signature pages follow.]

IN WITNESS WHEREOF, Debtor has duly executed or caused this Trademark Supplement to the Promissory Note to be duly executed as of the date first set forth above.

ORMET CORPORATION

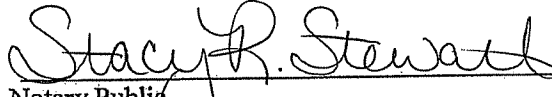
By: 

Name: John W. Teitz

Title: Chief Financial Officer

STATE OF Ohio)
COUNTY OF Monroe) ss.:

On this 7th day of Nov., 2006, before me personally appeared John W. Teitz, to me known, who, being by me duly sworn, did depose and say that he/she resides at 1137 Green Tree RD - PLH PA 15226 and that he/she is Chief Financial Officer of Debtor, and that he/she signed his/her name thereto in his/her capacity as an authorized officer of Debtor pursuant to such authority.


Notary Public



Stacy R Stewart
Notary Public
In and for the State of Ohio
My Commission Expires

July 19, 2011

Schedule 1-A
to the Trademark Promissory Note Supplement

TRADEMARKS

Assignee	Mark	Filed	Serial No	Reg No.	Issue Date
Ormet Corporation	ORMESHIELD	8/13/97	75/340,714	2,441,230	4/3/01
Ormet Corporation	ORMELINK	6/27/97	75/316,450	2,290,452	11/2/99
Ormet Corporation	SATIN PLUS	4/17/95	74/661,644	1,982,267	6/25/96
Ormet Corporation	VELVETFLOW	7/28/95	74/707,740	2,114,522	11/18/97
Ormet Corporation	VELVETFLOW & Design	7/28/95	74/708,486	2,076,238	7/1/97
Ormet Corporation	BURNSIDE	10/1/76	73/101,830	1,091,549	5/16/78
Ormet Corporation	BURNSIDE BULK MARINE TERMINAL			430,435 330,505	2/22/85 5/26/75
Ormet Corporation	BURNSIDE BULK TERMINAL			430,437 330,502	2/22/85 5/26/75
Ormet Corporation	BURNSIDE MARINE TERMINAL			430,438 330,503	5/26/85 5/26/75
Ormet Corporation	BURNSIDE STEVEDORING			431,513 330,950	7/22/85 10/30/75
Ormet Corporation	BURNSIDE STORAGE AND TRANSPORT			431,515 330,952	7/22/85 10/30/75
Ormet Corporation	BURNSIDE TERMINAL			430,436 330,504	2/22/85 5/26/75
Ormet Corporation	BURNSIDE TERMINAL and Design	5/6/80	73/261,087	1,176,545	11/3/81
Ormet Corporation	BURNSIDE TUG & BARGE HANDLING SERVICE			330,954	10/30/75