

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Active Minerals International, LLC		05/23/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LaSalle Business Credit, LLC		
<b>Street Address:</b>	135 South LaSalle Street, Suite 425		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2234634	ACTI-GEL	
Registration Number:	2246548	ACTI-MIN	
Registration Number:	2691498	ACTI-QUENCH	
Registration Number:	2192867	ACTI-SPERSE	
Registration Number:	3067245	MIN-U-GEL	
Registration Number:	2884848	SPA-GEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7496		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3128637194		
<b>Email:</b>	sonya.szot@goldbergekohn.com		
<b>Correspondent Name:</b>	Sonya Szot		
<b>Address Line 1:</b>	55 E. Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		

**OP \$165.00 2234634**

ATTORNEY DOCKET NUMBER:	1941.191
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	05/31/2007

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") is made as of this 23<sup>rd</sup> day of May, 2007, by ACTIVE MINERALS INTERNATIONAL, LLC, a Delaware limited liability company ("Borrower"), in favor of LASALLE BUSINESS CREDIT, LLC, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("Lender"):

### W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and

the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper and requested by Borrower to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender

shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

ACTIVE MINERALS INTERNATIONAL, LLC

By *Dennis C Parker*  
Title *CEO and President*

Agreed and Accepted  
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_



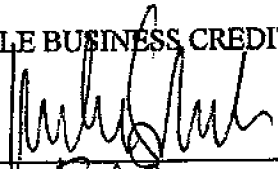
IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

ACTIVE MINERALS INTERNATIONAL, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC

By  \_\_\_\_\_  
Title VP \_\_\_\_\_

**SCHEDULE A**

<b>Trademarks</b>					
<b>Trademark</b>	<b>Owner</b>	<b>Case Number/Subcase Country Name</b>	<b>Status Class(es)</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>
ACTI-GEL	ITC, Inc.	21335-FTMA-AU/ Australia	Registered 1	A/891,265 07-Feb-2002	891265 08-Oct-2001
ACTI-GEL	ITC, Inc.	21335-FTMA-CN/ China, Peoples Republic	Registered 1	2001-192,554 04-Feb-2003	1,970,273 27-Mar-2003
ACTI-GEL <sup>1</sup>	Active Minerals Company, LLC	04078-FTMA/ European Community	Registered	3,714,061 24-Mar-2004	3,714,061 19-Mar-2006
ACTI-GEL	ITC, Inc.	21334-FTMA-ID/ Indonesia	Registered 1	2001-23067 23-Oct-2001	520898 23-Oct-2001
ACTI-GEL	ITC, Inc.	21335-FTMA-ID/ Indonesia	Registered 1	2001-23066 23-Oct-2001	520897 23-Oct-2001
ACTI-GEL	ITC, Inc.	21335-FTMA-JP/ Japan	Registered 1	2001-094006 19-Oct-2001	4639003 24-Jan-2003
ACTI-GEL	ITC, Inc.	21335-FTMA-KR/ Korea, Republic of	Registered 1	2001-45086 15-Oct-2001	0568765 15-Dec-2003
ACTI-GEL	ITC, Inc.	21334-FTMA-MY/ Malaysia	Registered 1	2001/13715 17-Oct-2001	01013714 23-Dec-2004
ACTI-GEL	ITC, Inc.	21335-FTMA-MY/ Malaysia	Registered 1	2001-13715 17-Oct-2001	01013715 17-Oct-2001
ACTI-GEL	ITC, Inc.	21335-FTMA-NZ/ New Zealand	Registered 1	647027 12-Oct-2001	647,027 12-Oct-2001
ACTI-GEL	ITC, Inc.	21335-FTMA-SG/ Singapore	Registered 1	T01/16223H 16-Oct-2001	T01-16223H 16-Oct-2001
ACTI-GEL	ITC, Inc.	21334-FTMA-TW/ Taiwan	Registered 1	90042387 16-Oct-2001	01021466 16-Dec-2002
ACTI-GEL	ITC, Inc.	21335-FTMA-TW/ Taiwan	Registered 1	90042388 16-Oct-2001	01018084 16-Oct-2002
ACTI-GEL	ITC, Inc.	21335-FTMA-TH/ Thailand	Registered 1	469371 17-Oct-2001	kor165097 17-Oct-2001
ACTI-GEL	Active Minerals Company, LLC	21335-TMA/ United States of America	Registered 1	75/097,099 28-Jan-1997	2,234,634 23-Mar-1999
ACTI-GEL	ITC, Inc.	21334-FTMA-VN/ Viet Nam	Registered 1	4-2001-04816 17-Oct-2001	45761 27-Mar-2003
ACTI-GEL	ITC, Inc.	21335-FTMA-VN/ Viet Nam	Registered 1	4-2001-04817 17-Oct-2001	49083 20-Jun-2003
ACTI-MIN	ITC, Inc.	21334-FTMA-AU/ Australia	Registered 1	A891,266 08-Oct-2001	891,266 08-Oct-2001
ACTI-MIN	ITC, Inc.	21334-FTMA-CN/ China, Peoples Republic	Registered 1	2001-192553	1970276 27-Feb-2003
ACTI-MIN	ITC, Inc.	04079-FTMA/ European Community	Registered	3714102 24-Mar-2004	3714102 27-Jul-2005

<b>Trademarks</b>					
<b>Trademark</b>	<b>Owner</b>	<b>Case Number/Subcase Country Name</b>	<b>Status Class(es)</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>
ACTI-MIN	ITC, Inc.	21334-FTMA-JP/ Japan	Registered 1	2001-094005 01-Oct-2001	4639002 24-Jan-2003
ACTI-MIN	ITC, Inc.	21334-FTMA-KR/ Korea, Republic of	Registered 1	2001-45085 15-Oct-2001	559300 15-Sep-2003
ACTI-MIN	ITC, Inc.	21334-FTMA-NZ/ New Zealand	Registered	647,026	647,026 12-Oct-2001
ACTI-MIN	ITC, Inc.	21334-FTMA-SG/ Singapore	Registered 1	T01/16222Z 31-May-2002	T01/16222Z 16-Oct-2001
ACTI-MIN	ITC, Inc.	21334-FTMA-TH/ Thailand	Registered 1	469370 17-Oct-2001	KOR165096 01-Aug-2002
ACTI-MIN	Active Minerals Company, LLC	21334-TMA/ United States of America	Registered 1	75/278,756 21-Apr-1997	2,246,548 18-May-1999
Acti-Quench	Active Minerals Company, LLC	20329-TMA/ United States of America	Registered 1	76/194,682 16-Jan-2001	2,691,498 25-Feb-2003
ACTI-SPERSE	ITC, Inc.	04258-TMA/ United States of America	Registered 1	75/278,641 21-Apr-1997	2,192,867 29-Sep-1998
MIN-U-GEL	ITC Industrials, Inc.	05014-FTMA/ Brazil	Published 1	827353804 22-Apr-2005	
MIN-U-GEL	ITC Industrials, Inc.	05015-FTMA/ Chile	Registered 1	682,512 08-Apr-2005	734,288 27-Sep-2005
MIN-U-GEL	ITC Industrials, Inc.	05016-FTMA/ China (Peoples Republic)	Pending 1	4516396 28-Feb-2005	
MIN-U-GEL	ITC Industrials, Inc.	05017-FTMA/ European Community	Registered 1	4288643 14-Mar-2005	4288643 28-Mar-2006
MIN-U-GEL	ITC Industrials, Inc.	04330-FTMA/ France	Registered 1	966,095 10-Nov-1998	1,498,028 10-Nov-1998
MIN-U-GEL	ITC Industrials, Inc.	04331-FTMA/ Germany	Registered	F/33254 22-Dec-1984	1,079,569 15-Jul-1985
MIN-U-GEL	ITC Industrials, Inc.	04329-FTMA/ Japan	Registered 6		1972483 23-Jul-1987
MIN-U-GEL	ITC Industrials, Inc.	05018-FTMA/ Korea, Republic of	Registered 1	40-2005-7055 23-Feb-2005	40-0678-118 18-Sept-2006
MIN-U-GEL	ITC Industrials, Inc.	05019-FTMA/ Mexico	Registered	703148 23-May-2005	900531 21-Feb-2005
MIN-U-GEL	ITC Industrials, Inc.	04333-FTMA/ South Africa	Registered 1	83/7365 17-Oct-1983	83/7365 29-Nov-1984
MIN-U-GEL	ITC Industrials, Inc.	05020-FTMA/ Taiwan	Open 1	94/006,533 15-Feb-2005	01180507
MIN-U-GEL <sup>2</sup>	Pennsylvania Glass Sand Corporation	04332-FTMA/ United Kingdom	Registered 1	1,230,356 16-Nov-1984	B1230356 16-Nov-1984
MIN-U-GEL	ITC Industrials, Inc.	04328-TMA/ United States of America	Registered 1	76/624,913 16-Dec-2004	3,067,245 14-Mar-2006

<b>Trademarks</b>					
<b>Trademark</b>	<b>Owner</b>	<b>Case Number/Subcase Country Name</b>	<b>Status Class(es)</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>
<b>MIN-U-GEL</b>	ITC Industrials, Inc.	050211-FTMA/ Venezuela	Pending 1	7471-5 14-Apr-2005	
<b>SPA-GEL</b>	Active Minerals Company, LLC	02219-TMA/ United States of America	Registered 3	76/439,613 09-Aug-2002	2,884,848 14-Sep-2004

<b>Trademark Applications</b>		
<b>Trademark Application Description</b>	<b>U.S. Application No.</b>	<b>Date Applied</b>
None.		