### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		02/13/2008	NATIONAL ASSOCIATION:

### **RECEIVING PARTY DATA**

iliname.	O-N MINERALS (JAMES RIVER) COMPANY (F/K/A GLOBAL STONE JAMES RIVER, INC.)
Street Address:	1001 LAKESIDE AVENUE
Internal Address:	15TH FLOOR
City:	CLEVELAND
State/Country:	ОНЮ
Postal Code:	44114
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2213335	KLAYSOFT

### **CORRESPONDENCE DATA**

Fax Number: (212)755-7306

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

Phone: 212-326-3939

Email: NYTEF@JONESDAY.COM
Correspondent Name: HEATHER THOMPSON

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Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	510798-080002
NAME OF SUBMITTER:	HEATHER THOMPSON
Signature:	/HEATHER THOMPSON/
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Date:	02/21/2008
Total Attachments: 3 source=Release_O-N Minerals (James Rive source=Release_O-N Minerals (James Rive source=Release_O-N Minerals (James Rive	er-Credit)#page2.tif

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of Local 3, 2008, from JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") for certain banks and other financial institutions or entities (the "Lenders"), to O-N Minerals (James River) Company (f/k/a Global Stone James River, Inc.), a Delaware Corporation.

### WITNESSETH:

WHEREAS, in connection with the Credit Agreement, dated as of July 31, 2006 (the "Credit Agreement"), among Oglebay Norton Company, an Ohio Corporation ("Oglebay"), the Lenders, National City Bank, as Documentation Agent, and the Administrative Agent, Oglebay and certain of its Subsidiaries listed therein (the "Grantors") have executed and delivered a Guarantee and Collateral Agreement, dated as of July 31, 2006, in favor of the Administrative Agent (the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, a security interest (the "Security Interest") was granted by the Grantors to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 22, 2006, at Reel 3374 and Frame 0895; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.
- 2. <u>Release of Security Interest</u>. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

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Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

> JPMorgan Chase Bank, N.A., as Administrative Agent

By: Delle Name: Parido Ward
Title: VIIC Paro

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## Schedule A

# U.S. Trademark Applications

None

## U.S. Trademark Registrations

Trademark	Registration Number
KLAYSOFT	2,213,335

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**RECORDED: 02/21/2008**