

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of U.S. Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INEOS Silicas Limited		06/26/2008	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	PQ Silicas UK Limited
Street Address:	Borough Flint Glass Works, Pontefract Road
City:	Barnsley, South Yorkshire
State/Country:	UNITED KINGDOM
Postal Code:	S71 1HJ England
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	75827556	CHAMELEON
Registration Number:	0995510	CHILL-GARDE
Serial Number:	78699296	CHILL-GARDE
Registration Number:	2668938	CRYSTAMET
Serial Number:	76472580	MACROSORB
Registration Number:	1372009	NEOSYL
Serial Number:	77053777	PYRAMID
Registration Number:	0930273	SILCRON
Registration Number:	3023015	SIL-PROOF

CORRESPONDENCE DATA	
Fax Number:	(212)909-6836
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-909-6000
Email:	trademarks@debevoise.com
Correspondent Name:	Matthew Heintz, Esq.

CH \$240.00 75827556

Address Line 1: Debevoise & Plimpton LLP, 919 Third Ave.
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 23368-1901

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Matthew Heintz

Signature: /Matthew Heintz/

Date: 07/28/2008

Total Attachments: 8
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ASSIGNMENT OF U.S. TRADEMARKS

This ASSIGNMENT OF U.S. TRADEMARKS ("Assignment") executed by INEOS Silicas Limited as of March 7, 2008 and by PQ Silicas UK Limited as of June 26, 2008, and effective as of July 2, 2008 is made by INEOS Silicas Limited, a company organized under the Laws of England and Wales having a principal place of business at Bank Quay, Warrington, Cheshire, WA5 1AB, England ("Assignor"), to PQ Silicas UK Limited, a company organized under the Laws of England and Wales having a principal place of business at Borough Flint Glass Works, Pontefract Road, Barnsley, South Yorkshire, S71 1HJ, England ("Assignee").

WHEREAS, Assignor, Assignee, CPQ Holding Corporation, a Delaware corporation, INEOS Group Ltd., a company organized under the Laws of England and Wales, INEOS Holdings (Fluor & Silicas) Ltd., a company organized under the Laws of England and Wales, INEOS Silicas Holdings Ltd., a company organized under the Laws of England and Wales, INEOS Silicas Netherlands BV, a company organized under the Laws of The Netherlands, and INEOS Americas LLC, an Alabama limited liability company, are parties to the Purchase Agreement, dated as of October 11, 2007 ("Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used or is using the marks set forth on Schedule I and incorporated by reference herein, which are registered, or for which application for registration has been filed, in the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase all Assignor's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee with effect from the date of this Assignment (i) all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registration thereof, including all rights arising under common law and by statute, and the goodwill connected with the use thereof and symbolized thereby, together with all rights and privileges pertaining to the Assigned Marks, including rights of renewal of registrations thereof for subsequent terms, free and clear of all Liens, other than Permitted Liens; (ii) all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other

international convention; (iii) all rights and obligations of Assignor under licenses in or under the Assigned Marks; the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and (iv) all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including without limitation the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Following the Closing, Assignor shall, and shall cause its Affiliates and its Affiliates' representatives to, at the expense of Assignee, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and the Agreement and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of this Assignment and the Agreement.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects, including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.


This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies.

This Assignment may be executed in any number of counterparts (including via facsimile or electronic copy), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

INEOS SILICAS LIMITED

By: 
Name: *MARTIN STOKES*
Title: *AUTHORISED SIGNATORY*

Agreed and Acknowledged:

PQ SILICAS UK LIMITED

By: _____
Name:
Title:

Assignment of U.S. Trademarks - Signature Page

[3030510]

TRADEMARK
REEL: 003823 FRAME: 0782

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

INEOS SILICAS LIMITED

By: _____
Name:
Title:

Agreed and Acknowledged:

PQ SILICAS UK LIMITED

By: WJ Sichko
Name: *William J. Sichko, Jr.*
Title: *Director*

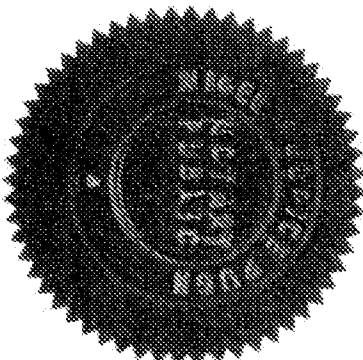
ACKNOWLEDGMENT

ENGLAND, UK
STATE OF ~~NEW YORK~~)
:SS:
COUNTY OF HAMPSHIRE)

On 7 MARCH, 2008 before me, the undersigned, personally appeared
MARTIN HOWARD STOKES
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment) NOTARY PUBLIC

Commissioner number 97100
Commissioner expires on death



NIGEL MAURICE PUGH
Notary Public
Oceana House
39-49 Commercial Road
Southampton SO15 1GA
England
United Kingdom
nigel.pugh@bondpearce.com

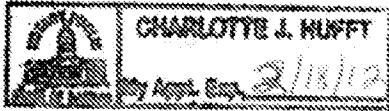
ACKNOWLEDGMENT

STATE OF *Kansas*)
:SS:
COUNTY OF *Johnson*)

On *June 26*, 200*8* before me, the undersigned, personally appeared
William J. Sichko, Jr.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Charlotte J. Hufft
(signature and office of individual taking
acknowledgment)



SCHEDULE I

USA TM of INEOS Silicas Limited

Mark	App/Reg No.	Class	Goods
CHAMELEON	75/827556	1	Desiccant silica gel sold either in bulk or placed in small sachets for flower drying and protection of optical, consumer electronic, electrical, engineering and pharmaceutical products.
CHILL-GARDE	995510	1	Stabilizing agent for beer.
CHILL-GARDE	78/699,296	1	Silicas, silicates and zeolites for use in the manufacture of food and drinks; stabilising agents for beer.
CRYSTAMET	2,668,938	1	For crystalline alkali metal silicate useful in neutralising acids, cleaning, or the manufacture of silicated soaps or detergent compounds.
MACROSORB	76/472580	1	Inorganic absorbents for use in biochemical or chemical separation processes; magnesium silicate.
NEOSYL	1372009	1	Silicon dioxide partly prepared for use in the manufacture of toothpaste, polishes, sealants and mastics, paints and printing inks (and for use in the plastics industry, the paper industry, the textile industry and the tableting and palletising industry) and for use as an anti-caking and free flow agent, as a carrier for liquid products and for the control of rheological properties of plastisols.

Mark	App/Reg No.	Class	Goods
PYRAMID	77053777	1	Chemical products for industrial purposes, namely silica (silicon dioxide), silicates, aluminosilicates, zeolites and sodium hydroxide for use in the manufacture of cosmetics, soaps, toiletries, hair care products, face and body washes, toothpaste, detergents, fabric washes, dish washes, paints, lacquers, paper, board and plastics, and for use as surface coatings, anti-blocking agents, matting and flattening agents, and as chemical additives in ink receptive coatings and ink receptive pigments.
SILCRON	930273	1	Fine Particle Silica.
SIL-PROOF	3023015	1	Fine particle silica for general industrial use.