

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. SILICA COMPANY		11/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BNP PARIBAS
Street Address:	787 Seventh Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1838041	BESTTOP
Registration Number:	2397438	FILPRO
Registration Number:	117383	FLINT SHOT
Registration Number:	391282	FLORISIL
Registration Number:	2606833	KOSSE WHITE
Registration Number:	374364	MICROSIL GROUND SILICA
Registration Number:	734379	MIN-U-SIL
Registration Number:	975757	MYSTIC WHITE
Registration Number:	1083748	PENN-SAND
Registration Number:	1010245	PGS
Registration Number:	2613679	PRO WHITE
Registration Number:	625173	Q-ROK
Registration Number:	1035997	SANDS OF TIME
Registration Number:	609771	SIL-CO-SIL

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Registration Number:	1232780	SNOW*TEX
Registration Number:	625172	SNOW WHITE
Registration Number:	644956	SUPERSIL
Registration Number:	2343497	SURE PLAY
Registration Number:	2588317	TIGRIND
Registration Number:	1531997	U.S. SILICA

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-830-9541
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: Linklaters LLP
Address Line 1: 1345 Avenue of the Americas
Address Line 2: Jada Horton
Address Line 4: New York, NEW YORK 10105

ATTORNEY DOCKET NUMBER:	427312
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	11/26/2008

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 25, among U.S. SILICA COMPANY, a Delaware corporation ("**Grantor**"), BNP Paribas, as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "**Collateral Agent**").

RECITALS

- (A) Grantor, together with GGC USS Acquisition Sub, Inc., a Delaware corporation, USS HOLDINGS, INC., a Delaware corporation, GGC USS Borrower Co., Inc., a Delaware corporation, BMAC HOLDINGS, INC., a Delaware corporation, BETTER MINERALS & AGGREGATES COMPANY, a Delaware corporation, BMAC SERVICES CO., INC., a Delaware corporation, THE FULTON LAND AND TIMBER COMPANY, a Pennsylvania corporation, GEORGE F. PETTINOS, LLC, a Delaware limited liability company, PENNSYLVANIA GLASS SAND CORPORATION, a Delaware corporation, OTTAWA SILICA COMPANY, a Delaware corporation, (collectively, the "**Loan Parties**") the financial institutions listed on the signature pages thereof (each individually referred to as a "**Lender**" and collectively as "**Lenders**") and BNP Paribas, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") are parties to a Credit Agreement dated as of November 25, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").
- (B) The Loan Parties are party to a Pledge and Security Agreement, dated as of November 25, 2008 in favor of the Collateral Agent (as it may from time to time be amended, modified or supplemented, the "**Pledge and Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"**Intellectual Property Collateral**" means Grantor's right, title and interest in, to and under all of the following included in the Collateral:

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, Grantor and the Collateral Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interest granted pursuant to this Agreement to the Collateral Agent for the benefit of the Secured Parties and securing the Secured Obligations, will be a "first" priority security interest in the Collateral, junior to no other security interest.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property if the grant of such Security Interest would constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or would result in a breach of terms of, or constitute a default or violation of an agreement related to the Intellectual Property.

SECTION 5 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted to it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 6 Governing Law

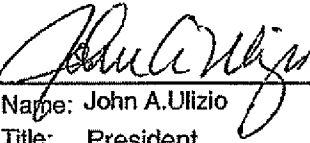
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its respective officer or representative thereunto duly authorized as of the date first written above.

GRANTOR:

U.S. SILICA COMPANY

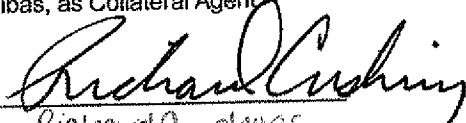
By 
Name: John A. Ulizio
Title: President

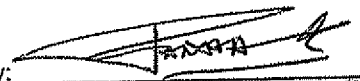
Notice Address:

PO Box 187
Berkeley Springs, WV 25411
Attn: Legal Dept
Fax: (304) 258-3500

ACCEPTED AND AGREED:

BNP Paribas, as Collateral Agent

By: 
Name: Richard Cushing
Title: Managing Director

By: 
Name: Parth Sarthi Rathore
Title: Director

Notice Address:

787 Seventh Ave., 9th Floor

New York, NY 10019

Fax: 212-841-2861

Attn: Charles Romano

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

None.

(B) COPYRIGHT APPLICATIONS

None.

(C) COPYRIGHT LICENSES

None.

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENT REGISTRATIONS

(A) REGISTERED PATENTS

None.

(B) PATENT APPLICATIONS

None.

(C) PATENT LICENSES

None.

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

See Attached.

(B) TRADEMARK APPLICATIONS

See Attached.

(C) TRADEMARK LICENSES

None.

As of 11/10/2008

TRADEMARK NAME	REG. DATE	VALID UNTIL	PLACE OF REG. & NO.
BESTTOP	5/31/1994	Valid Until: May 31, 2014	USA Registration No. 1,838,041
CRYSTAL	2/9/1996	Valid Until: February 9, 2011	Canada Registration No. TMA453,685
FILPRO	10/24/2000	Valid Until: October 24, 2010	USA Registration No. 2397438
FLINT SHOT	7/3/1917	Valid Until: July 3, 2017	USA Registration No. 117,383
FLINT SHOT	7/25/1917	Valid Until: July 25, 2012	Canada Registration No. TMDA22767
FLORISIL	8/11/1977	Valid Until: August 11, 2018	Australia Registration No. A310,111
FLORISIL	11/14/1978	Valid Until: November 14, 2018	Benelux Registration No. 356,539
FLORISIL	1/17/2008	Valid Until: March 19, 2017	European Community Registration No. 005768528
FLORISIL	11/14/1968	Valid Until: November 8, 2018	France Registration No. 1,497,456
FLORISIL	10/8/1979	Valid Until: June 30, 2017	Germany Registration No. 991,309
FLORISIL	5/30/1985	Application filed 5/31/2007 Unpublished, application pending	Italy Application No. MI/2007/5851
FLORISIL	10/19/1977	Valid Until: October 19, 2017	Switzerland

TRADEMARK NAME	REG. DATE	VALID UNTIL	PLACE OF REG. & NO.
			Registration No. 2P-290,877
FLORISIL	8/21/1956	Valid Until: August 21, 2015	UK Registration No. 756825
FLORISIL	10/28/1941	Valid Until: October 28, 2011	USA Registration No. 391,282
KOSSE WHITE	8/13/2002	Valid Until: August 13, 2012	USA Registration No. 2,606,833
MICROSIL GROUND SILICA & Design	1/9/1940	Valid Until: January 9, 2010	USA Registration No. 374,364
MIN-U-SIL	11/14/1978	Valid Until: November 14, 2008	Benelux Registration No. 356,537
MINUSIL	11/14/1968	Valid Until: November 9, 2018	France Registration No. 1,635,485
MIN-U-SIL	6/6/1980	Valid Until: June 30, 2010	Germany Registration No. 1,015,753
MIN-U-SIL	12/25/1981	Valid Until: December 25, 2011	Japan Registration No. 1,493,119
MIN-U-SIL	6/30/1977	Valid Until: June 30, 2018	UK Registration No. B1080438
MIN-U-SIL	7/17/1962	Valid Until: July 17, 2012	USA Registration No. 734,379
MIN-U-SIL		Application filed 12/21/2007 Approved for publication	European Community Application No. 006537666
MYSTIC WHITE	1/1/1974	Valid Until: January 1, 2014	USA Registration No. 975,757
PENN SAND	1/31/1978	Valid Until: January 31, 2018	USA Registration No. 1,083,748

TRADEMARK NAME	REG. DATE	VALID UNTIL	PLACE OF REG. & NO.
PGS & Des.	5/13/1975	Valid Until: May 13, 2015	USA Registration No. 1,010,245
PRO WHITE	9/3/2002	Valid Until: September 3, 2012	USA Registration No. 2,613,679
Q-ROK	4/17/1956	Valid Until: April 17, 2016	USA Registration No. 625,173
1900 "SANDS OF TIME" DESIGN	3/23/1976	Valid Until: March 23, 2016	USA Registration No. 1,035,997
SIL-CO-SIL	8/2/1955	Valid Until: August 2, 2015	USA Registration No. 609,771
SNOW*TEX	3/29/1983	Valid Until: March 29, 2013	USA Registration No. 1,232,780
SNOW WHITE	4/17/1956	Valid Until: April 17, 2016	USA Registration No. 625,172
SUPERSIL	5/5/1957	Valid Until: May 7, 2017	USA Registration No. 644,956
SURE PLAY	4/18/2000	Valid Until: April 18, 2010	USA Registration No. 2343497
TIGRIND	7/2/2002	Valid Until: July 2, 2012	USA Registration No. 2,588,317
U. S. SILICA & DESIGN	3/28/1989	Valid Until: March 28, 2009	USA Registration No. 1,531,997
U. S. SILICA & DESIGN	5/11/2001	Valid Until: May 11, 2016	Canada Registration No. TMA544, 902