

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRANQUARTZ ENTERPRISES, INC.		05/22/2009	CORPORATION: DELAWARE
PEARLMAN ENTERPRISES, INC.		05/22/2009	CORPORATION: DELAWARE
GQH INVESTMENTS, LLC		05/22/2009	LIMITED LIABILITY COMPANY: DELAWARE
GRANQUARTZ HOLDINGS, LLC		05/22/2009	LIMITED LIABILITY COMPANY: DELAWARE
GRAN QUARTZ TRADING, LLC		05/22/2009	LIMITED LIABILITY COMPANY: GEORGIA
GRAN QUARTZ, L.P.		05/22/2009	LIMITED PARTNERSHIP: GEORGIA
PEARLMAN INDUSTRIES, INC.		05/22/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77716418	BLACK MAGIC
Serial Number:	77716414	MACHETE
Serial Number:	77663125	GRANQUARTZ DIAMOND REWARDS
Serial Number:	77674455	MAGNUM

OP \$115.00 77716418

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.164
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/26/2009

Total Attachments: 6
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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of May 22, 2009, by the undersigned (each, a "Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith by and among Gran Quartz, L.P., a Georgia limited partnership, as a Borrower, Pearlman Industries, Inc., a Delaware corporation, as a Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of certain affiliates of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Amended and Restated Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Amended and Restated Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENT AND RESTATEMENT. This Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of (i) that certain Trademark Security Agreement dated as of June 20, 2008, by each Grantor (other than Pearlman Enterprises, Inc. and Pearlman Industries, Inc.) in favor of Agent and recorded in the U.S. Patent and Trademark Office at Trademark Reel 3802 Frame 0527 (the "Original Gran Quartz Trademark Security Agreement") and (ii) that certain Trademark Security Agreement dated as of October 31, 2006 by Pearlman Industries, Inc. in favor of First Bank Business Capital, Inc. and recorded in the U.S. Patent and Trademark Office at Trademark Reel 3421 Frame 0384 (the "Original Pearlman Trademark Security Agreement"). Each Grantor hereby reaffirms the Liens arising under the Original Gran Quartz Trademark Security Agreement and the Original Pearlman Trademark Security Agreement, as applicable, which Liens remain continuous and shall be governed by the terms of this Amended and Restated Trademark Security Agreement from and following the date hereof.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANQUARTZ ENTERPRISES, INC., a Delaware corporation

By: RA
Title: Treasurer

PEARLMAN ENTERPRISES, INC., a Delaware corporation

By: RA
Title: Treasurer

GQH INVESTMENTS, LLC, a Delaware limited liability company

By: RA
Title: Treasurer

GRANQUARTZ HOLDINGS, LLC, a Delaware limited liability company

By: RA
Title: Treasurer

GRAN QUARTZ TRADING, LLC, a Georgia limited liability company

By: RA
Title: Vice President

GRAN QUARTZ, L.P., a Georgia limited partnership

By: Gran Quartz Trading, LLC, its general partner

By: RA
Title: Vice President

PEARLMAN INDUSTRIES, INC., a Delaware corporation

By: RA
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By 

Name

Kevin Bohsh

Title

Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

U.S.

Grantor	Mark	Registration Number	Registration Date
Gran Quartz, L.P.	Dia Rex	2,531,544	01/22/02
Gran Quartz, L.P.	Surface Pro	2,882,239	09/07/04
Gran Quartz, L.P.	Assassin	3,471,742	07/22/08
Gran Quartz, L.P.	Mongoose	3,471,741	07/22/08
Gran Quartz, L.P.	Pro Series	3,539,656	12/12/08
Gran Quartz, L.P.	Legend	3,471,744	07/22/08
Gran Quartz, L.P.	Granquartz	3,475,648	07/29/08
Pearlman Industries, Inc.	Backsaver	2,457,798	06/05/01
Pearlman Industries, Inc.	Bronzeline	2,286,816	10/12/99
Pearlman Industries, Inc.	Engineered Economy	2,457,797	06/05/01
Pearlman Industries, Inc.	Flextron	2,259,217	07/06/99
Pearlman Industries, Inc.	Hexpin	2,040,454	02/25/97
Pearlman Industries, Inc.	Pearl	1,332,898	04/30/85
Pearlman Industries, Inc.	SRT	2,482,858	08/28/01
Pearlman Industries, Inc.	P (Design)	2,397,218	10/24/00
Pearlman Industries, Inc.	Keystone Tools	3,133,694	08/22/06
Pearlman Industries, Inc.	Bladeroller	2,597,944	07/23/02

Canada

Grantor	Mark	Registration Number	Registration Date
Pearlman Industries, Inc.	P (Stylized) Design	TMA535606	10/24/00
Pearlman Industries, Inc.	Keystone Tools Co.	TMA637740	04/19/05

TRADEMARK APPLICATIONS

Grantor	Mark	Application Number	Date
Gran Quartz, L.P.	Black Magic	77/716418	04/17/09
Gran Quartz, L.P.	Machete	77/716414	04/17/09
Gran Quartz, L.P.	Diamond Rewards	77/663125	01/23/09
Gran Quartz, L.P.	Magnum	77/674455	02/20/09

TRADEMARK LICENSES

1.	License Agreement between Ranch Resources LLC and Pearl Abrasive Co. dated October 8, 2001
2.	New Stone Policy Decision and two letter agreements between Sankyo Diamond Industrial Co., Ltd., Hitachi Koki Co., Ltd. and Pearl Abrasive Company, dated February 18, 2004; March 23, 2005 and May 27, 2005, respectively