

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NYCO Minerals, Inc.		12/29/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	12 Corporate Woods Boulevard
City:	Albany
State/Country:	NEW YORK
Postal Code:	12211
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1460455	NYCO
Registration Number:	1579679	NYAD G
Registration Number:	1087944	NYAD
Registration Number:	3448891	NYCOR
Registration Number:	1088443	NYCOR
Registration Number:	1378694	WOLLASTOCOAT
Registration Number:	1330375	MICACOAT
Registration Number:	2008091	NYGLOS
Registration Number:	2008092	RRIMGLOS
Registration Number:	2350603	ULTRAFIBE
Registration Number:	3370883	ELEKTRA-STAT
Registration Number:	3835474	ASPECT

CORRESPONDENCE DATA

900180035

TRADEMARK
 REEL: 004442 FRAME: 0612

CH \$315.00 1460455

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ATTORNEY DOCKET NUMBER:	309463.0001
NAME OF SUBMITTER:	Kristine Ouimet
Signature:	/Kristine Ouimet/
Date:	12/30/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 2010, between NYCO Minerals, Inc., a Delaware corporation (the "Grantor") and JPMorgan Chase Bank, N.A., acting in the capacity as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement dated as of December 29, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Rolling Rock Minerals, Inc., a Delaware corporation, the Grantor and American Tripoli, Inc., a Delaware corporation (collectively, the "Borrowers"), the other loan parties from time to time party thereto (collectively with the Borrowers, the "Loan Parties"), the lenders from time to time party thereto (the "Lenders"), the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Loan Parties.

WHEREAS pursuant to the Pledge and Security Agreement, dated as of December 29, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement) including the Obligations of the Loan Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

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

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

NYCO MINERALS, INC.

By: _____

Name: Brad Hewson

Title: Secretary

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By: _____

Name: Kristin Sands

Title: Underwriter II

(Trademark Security Agreement)

TRADEMARK
REEL: 004442 FRAME: 0616

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

GRANTOR:

NYCO MINERALS, INC.

By: _____

Name: Brad Hewson

Title: Secretary

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Kristin Sands _____

Name: Kristin Sands

Title: Underwriter II

(Trademark Security Agreement)

TRADEMARK
REEL: 004442 FRAME: 0617

SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number	Owner
NYCO®	1,460,455	NYCO Minerals, Inc.
NYAD G®	1,579,679	NYCO Minerals, Inc.
NYAD®	1,087,944	NYCO Minerals, Inc.
NYCOR®	3,448,891	NYCO Minerals, Inc.
NYCOR (symbol)	1,088,443	NYCO Minerals, Inc.
WOLLASTOCOAT®	1,378,694	NYCO Minerals, Inc.
MICACOAT®	1,330,375	NYCO Minerals, Inc.
NYGLOS®	2,008,091	NYCO Minerals, Inc.
RRIMGLOS®	2,008,092	NYCO Minerals, Inc.
ULTRAFIBE®	2,350,603	NYCO Minerals, Inc.
ELEKTRA-STAT	3,370,883	NYCO Minerals, Inc.
ASPECT	3,835,474	NYCO Minerals, Inc.