

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
Prince Minerals, Inc.		06/03/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent
Street Address:	129 rue Saint-Jacques
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H2Y 1L6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1902265	PRINCE
Registration Number:	2279313	BRICKOX
Registration Number:	2334660	CHROMOX
Registration Number:	2310942	MAGNAFLOAT
Registration Number:	3168380	PYROLOX
Registration Number:	3321115	GLASSOX
Registration Number:	3608837	BLACKCAST
Registration Number:	3605715	CHROMECAST
Registration Number:	3605716	ZIR-CAST
Registration Number:	3608839	PYRITEMAX
Registration Number:	3726406	SURECAST
Registration Number:	3953410	LIGNIN LS-50
Registration Number:	3950463	BRICKMAX
Registration Number:	3950461	SURE START

CH \$415.00 1902265

Registration Number:	3950464	PRINCESEAL
Registration Number:	3608838	REDCAST

CORRESPONDENCE DATA

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-558-5600
Email: trademarksSF@winston.com
Correspondent Name: Luke M. Montoya c/o Winston & Strawn LLP
Address Line 1: 35 W. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 081943.00044

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Sandra L. Owen

Signature: /Sandra L. Owen/

Date: 06/07/2011

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated June 3, 2011, is made by the persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of Montreal, as Administrative Agent (the "Administrative Agent") for the Secured Creditors (as defined in the Security Agreement referred to below).

WHEREAS, the Grantors have entered into a Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Administrative Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Creditors a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights

corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding anything in this IP Security Agreement to the contrary, in no event shall the defined term "Collateral" include or the security interest granted hereunder attach to (i) any license, property rights or agreement to which any Grantor is a party, any of its rights or interests thereunder, or any property of the Grantor if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), provided however that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above; and (ii) any assets with respect to which the Administrative Agent shall reasonably determine that the cost of creating and/or perfecting the security interest therein is excessive in relation to the benefit to the Secured Creditors.

SECTION 2. Security for Secured Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Creditor as set forth in the Security Agreement but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Debtor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

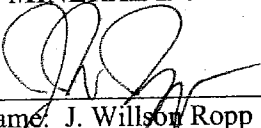
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

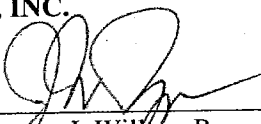
[signature pages follow]

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

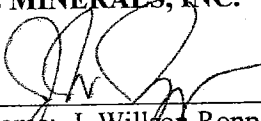
PRINCE MINERAL HOLDING CORP.

By: 
Name: J. Willson Ropp
Title: Chairman and President

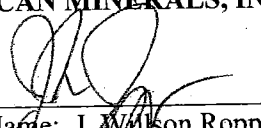
PMHC I, INC.

By: 
Name: J. Willson Ropp
Title: Chairman and President

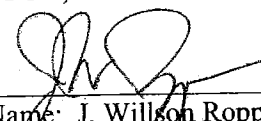
PRINCE MINERALS, INC.

By: 
Name: J. Willson Ropp
Title: Chairman and President


AMERICAN MINERALS, INC.

By: 
Name: J. Willson Ropp
Title: Chairman and President

GRANUSOL, LLC

By: 
Name: J. Willson Ropp
Title: Chairman and President

**REFRACTORY MATERIALS
INTERNATIONAL INC.**

By: 
Name: J. Wilson Ropp
Title: Chairman and President

ACCEPTED and ACKNOWLEDGED by:

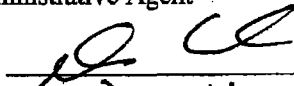
BANK OF MONTREAL

By: _____
Name:
Title:

[Signature Page to IP Security Agreement]

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL,
as Administrative Agent

By: 
Name: DAN WHEEL
Title: VP

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

PATENTS

1. PMHCI, Inc.

a. None

2. Prince Mineral Holding Corp.

a. None

3. Prince Minerals, Inc.

a. Application for Method of controlling soil pests. Patent # 5.453,277.

b. Anti-Veining agent for metal casting. Patent # 7.938,169.

c. Carboxylate nutrients and methods for their production and use. Patent # 5.487,772.

d. Anti-veining additives for use in sand cores. Application # 12/942, 441.
Pending review

4. American Minerals, Inc.

a. None

5. Granusol, LLC

a. None

6. Refractory Materials International Inc.

a. Application No. 61/230828 - Ilmenite.

b. Non-provisional Application No. 61/052909 - Bore Fill.

c. International patent application No. PCT/US 10/44228 — Method for protecting the valve of a molten-metal ladle and facilitating free opening thereof.

SCHEDULE B

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	APPLICATION NO.	REGISTRATION NO. (WHERE APPROPRIATE)	STATUS
I. PMHC I, Inc.			
None.			
II. Prince Mineral Holding Corp.			
None.			
III. Prince Minerals, Inc.			
Prince and Crown Design	74,516,225	1,902,265	Registered July 4, 1995, assignment to Prince Minerals, Inc. recorded December 31, 2003.
BRICKOX	75,530,249	2,279,313	Registered September 21, 1999, assignment to Prince Minerals, Inc. recorded December 31, 2003.
CHROMOX	75,530,822	2,334,660	Registered March 28, 2000, assignment to Prince Minerals, Inc. recorded December 31, 2003.
MAGNAFLOAT	75,530,449	2,310,942	Registered January 25, 2000, assignment to Prince Minerals, Inc. recorded December 31, 2003.
PYROLOX	78,772,902	3,168,380	Registered November 7, 2006.
GLASSOX	78,806,132	3,321,115	Registered October 23, 2007.
REDCAST	77,578,007	3,608,838	Registered on April 21, 2009.
BLACKCAST	77,577,948	3,608,837	Registered on April 21, 2009.
CHROMECAST	77,563,740	3,605,715	Registered on April 21, 2009.
ZIR-CAST	77,563,748	3,605,716	Registered on April 21, 2009.

PYRITEMAX	77,578,049	3,608,839	Registered on April 21, 2009.
SURECAST	77,563,722	3,726,406	Registered on December 15, 2009.
Lignin LS-50	77,959,252	3,953,410	Registered on May 3, 2011
BRICKMAX	85,107,434	3,950,463	Registered on April 26, 2011
SureStart	85,107,401	3,950,461	Registered on April 26, 2011
PRINCESEAL	85,107,445	3,950,464	Registered on April 26, 2011
IV. American Minerals, Inc.			
GRANUSOL	73,076,121	1,088,421	Registered April 4, 1978, assignment to American Minerals, Inc. (f/k/a AMI Asset Acquisition Company, Inc.).
V. Granusol, LLC			
None.			
VI. Refractory Materials International Inc.			
None.			

SCHEDULE C

COPYRIGHTS

1. **PMHCI, Inc.**
 - a. None
2. **Prince Mineral Holding Corp.**
 - a. None
3. **Prince Minerals, Inc.**
 - a. None
4. **American Minerals, Inc.**
 - a. None
5. **Granusol, LLC**
 - a. None
6. **Refractory Materials International Inc.**
 - a. None