

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
Norit Americas, Inc.		07/08/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	0560856	DARCO	
Registration Number:	0945032	GRO-SAFE	
Registration Number:	2853638	HYDRODARCO	
Registration Number:	2862547	NORIT AEROPURE	
Registration Number:	3034122	NORIT-LIQUIDPURE	
Registration Number:	2939726	PETRODARCO	
Registration Number:	2936324	PORTA-PAC	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5175		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-530-5175		
Email:	jmarkham@milbank.com		
Correspondent Name:	Jordan P. Markham		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 4:	New York, NEW YORK 10005		

CH \$190.00 0560856

NAME OF SUBMITTER:	Jordan P. Markham
Signature:	/Jordan P. Markham/
Date:	07/12/2011
Total Attachments: 6 source=Norit - Trademark Security Agreement (Executed) (4841-5971-9690-1)#page1.tif source=Norit - Trademark Security Agreement (Executed) (4841-5971-9690-1)#page2.tif source=Norit - Trademark Security Agreement (Executed) (4841-5971-9690-1)#page3.tif source=Norit - Trademark Security Agreement (Executed) (4841-5971-9690-1)#page4.tif source=Norit - Trademark Security Agreement (Executed) (4841-5971-9690-1)#page5.tif source=Norit - Trademark Security Agreement (Executed) (4841-5971-9690-1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 8, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Deutsche Bank AG New York Branch, a branch licensed by the Banking Department of the State of New York and an integral part of Deutsche Bank AG, a banking corporation organized and existing under the laws of the Federal Republic of Germany, with offices at 60 Wall Street, New York, New York 10005, United States of America, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantors are party to a First Lien Pledge and Security Agreement dated as of July 8, 2011 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent 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 Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which any Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "**Trademark Collateral**"):

(a) all United States trademarks, trade names, trade dress, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the U.S.; and

(b) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation of the foregoing, including the right to receive all Proceeds therefrom, including, without limitation, license fees, royalties,

income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (i) any application for registration of a Trademark filed in the United States Patent and Trademark Office on the basis of an intent to use such mark pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such application under applicable federal law, or (ii) **any other Excluded Asset.**

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent hereunder will be subject to the provisions of the Pari Passu Intercreditor Agreement once executed. In the event of any conflict between the terms of the Pari Passu Intercreditor Agreement and this Agreement, the terms of the Pari Passu Intercreditor Agreement shall govern and control.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 6. Counterparts


This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an

original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

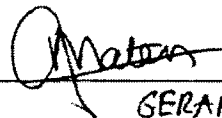
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

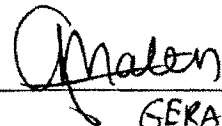
NORIT AMERICAS HOLDING INC.,
as Grantor

By: 
Name: GERARDUS MATERS
Title: VP


NORIT AMERICAS, INC.,
as Grantor

By: 
Name: GERARDUS MATERS
Title: CFO

MARSHALL PROJECT LLC,
as Grantor

By: 
Name: GERARDUS MATERS
Title: Manager

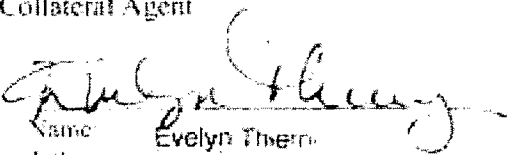
MARSHALL MINE LLC,
as Grantor


By: 
Name: GERARDUS MATERS
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004580 FRAME: 0945

Accepted and Agreed:
DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By 
Name: Evelyn Thern
Title: Director

By 
Name: Jmayra Laucella
Title: Vice President

[NOTE: TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Reg. No. (serial no.)	Registered (filed)	Record Owner
BENTONORIT	U.S. Federal	2057672	29-APR-1997	Norit International N.V.
DARCO	U.S. Federal	0560856	01-JUL-1952	Norit Americas, Inc.
GRO-SAFE	U.S. Federal	0945032	17-OCT-1972	Norit Americas, Inc.
HYDRODARCO	U.S. Federal	2853638	15-JUN-2004	Norit Americas, Inc.
NORIT	U.S. Federal	0140896	29-MAR-1921	Norit International N.V.
NORIT	U.S. Federal	0435640	06-JAN-1948	Norit International N.V.
NORIT AEROPURE	U.S. Federal	2862547	13-JUL-2004	Norit Americas, Inc.
NORIT-LIQUIDPURE	U.S. Federal	3034122	27-DEC-2005	Norit Americas, Inc.
PETRODARCO	U.S. Federal	2939726	12-APR-2005	Norit Americas, Inc.
PORTA-PAC	U.S. Federal	2936324	29-MAR-2005	Norit Americas, Inc.