

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 International N.V.	FORMERLY Norit N.V.	07/15/2011	Naamloze Vennootschap: NETHERLANDS
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2057672	BENTONORIT	
Registration Number:	0140896	NORIT	
Registration Number:	0435640	NORIT	
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		
NAME OF SUBMITTER:	Jordan P. Markham		
Signature:	/Jordan P. Markham/		

CH \$90.00 2057672

900197359

TRADEMARK
REEL: 004585 FRAME: 0981

Date:

07/19/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 15, 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 Credit and Guaranty Agreement dated as of July 8, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit and Guaranty Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent in connection with which the Grantors are executing and delivering this Agreement; and

WHEREAS, Norit Americas Holding Inc., Marshall Project LLC, Marshall Mine LLC, Norit Americas, Inc., certain Subsidiaries of Norit Holding B.V. party thereto from time to time as an Additional U.S. Grantor, Norit International N.V. and Collateral Agent are parties to that certain Pledge and Security Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security 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 Credit and Guaranty Agreement or Pledge and Security Agreement and used herein have the meaning given to them in the Credit and Guaranty Agreement or Pledge and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, 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. 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 4. Termination

This Agreement shall create a continuing security interest in the Trademark Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations (other than in respect of unasserted indemnification and expense reimbursement obligations or Secured Obligations under Hedge Agreements or Cash Management Obligations, in each case, not yet due and payable), cancellation or expiration of all Letters of Credit (unless Cash Collateralized on terms reasonably satisfactory to Administrative Agent) and the cancellation or termination of the Commitments, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of Collateral Agent hereunder, to the benefit of Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit and Guaranty Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations (other than in respect of unasserted indemnification and expense reimbursement obligations or Secured Obligations under Hedge Agreements or Cash Management Obligations, in each case, not yet due and payable), cancellation or expiration of all Letters of Credit (unless Cash Collateralized on terms reasonably satisfactory to Administrative Agent and Issuing Bank) and the cancellation or termination of the Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to the Grantors. The security interest granted hereunder in any item of Trademark Collateral shall also be released as and solely to the extent provided in Section 9.8 of the Credit and Guaranty Agreement. Upon any such termination Collateral Agent shall, at the Grantors' expense, execute and deliver to the Grantors or otherwise authorize the filing of such documents as the Grantors shall reasonably request, including financing statement amendments to evidence such termination. Upon any disposition of property permitted by the Credit and Guaranty Agreement, the Liens granted herein shall be

deemed to be automatically released and such property shall automatically revert to the applicable Grantor with no further action on the part of any Person. Collateral Agent shall, at the applicable Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as such Grantor shall reasonably request, in form and substance reasonably satisfactory to Collateral Agent, including financing statement amendments to evidence such release.

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).

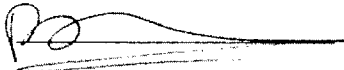
SECTION 6. Counterparts

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.

[Remainder of page intentionally left blank]

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 INTERNATIONAL N.V. (f/k/a NORIT N.V.)



Name: B.H.F. ten Doeschot
Title: Director



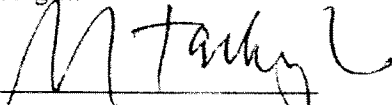
Name: R.J.H.M. Kuipers
Title: Director

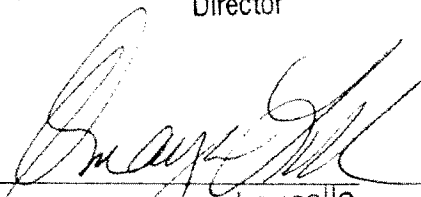
[SIGNATURE PAGE TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004585 FRAME: 0986

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Marcus M. Tarkington
Title: Director

By: 
Name: Omayra Laucella
Title: Vice President

[NORIT TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

TRADEMARK
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**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.
NORIT	U.S. Federal	0140896	29-MAR-1921	Norit International N.V.
NORIT	U.S. Federal	0435640	06-JAN-1948	Norit International N.V.