

08/19/2011

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0851-0027 (exp. 6/30)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103631221

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> U.S. Silica Company  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Name: <u>BNP Paribas</u> Internal _____ Address: _____ Street Address: <u>520 Madison Avenue</u> City: <u>New York</u> State: _____ Country: <u>USA</u> Zip: <u>10022</u> <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input type="checkbox"/> Corporation      Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>France</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) <u>November 25, 2008</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) See attached Schedule III. B. Trademark Registration No.(s) See attached Schedule III. Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> See attached Schedule III.			
<b>5. Name &amp; address of party to whom correspondence concerning assignment should be mailed:</b> Name: <u>CT Lien Solutions</u> Internal Address: _____ Street Address: <u>187 Wolf Rd Ste 101</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: _____		<b>6. Total number of applications and registrations involved:</b> <u>3</u>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>90-</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <u>See ID</u>	
<b>9. Signature:</b> <u>Yahayra Reyes</u> Signature Yahayra Reyes Name of Person Signing		<b>8. Payment Information:</b> a. Credit Card      Last 4 Numbers: <u>5103</u> Expiration Date: <u>10/12</u> b. Deposit Account Number _____ Authorized User Name _____ June 9, 2010 Date	
		Total number of pages including cover sheet, attachments, and document: <u>10</u>	

RECORDED 7/19/2011

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Supplement to Schedule III provided on 11/10/2008

(as supplemented on 04/09/2010)

As of 06/08/2011

TRADEMARK NAME	REG. DATE	VALID UNTIL	PLACE OF REG. & NO.
MICROSIL	8/24/2010	Valid Until: August 24, 2020	USA Registration No. 3,837,655
SHALE FRAC	12/15/2009	Valid Until: December 15, 2019	USA Supplemental Register Registration No. 3,726,891
SILURIAN	11/16/2010	Valid Until: November 16, 2020	USA Registration No. 3,876,828

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 25, 2008 among U.S. SILICA COMPANY, a Delaware corporation ("**Grantor**"), BNP Paribas, as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "**Collateral Agent**").

**RECITALS**

- (A) Grantor, together with GGC USS Acquisition Sub, Inc., a Delaware corporation, USS HOLDINGS, INC., a Delaware corporation, GGC USS Borrower Co., Inc., a Delaware corporation, BMAC HOLDINGS, INC., a Delaware corporation, BETTER MINERALS & AGGREGATES COMPANY, a Delaware corporation, BMAC SERVICES CO., INC., a Delaware corporation, THE FULTON LAND AND TIMBER COMPANY, a Pennsylvania corporation, GEORGE F. PETTINOS, LLC, a Delaware limited liability company, PENNSYLVANIA GLASS SAND CORPORATION, a Delaware corporation, OTTAWA SILICA COMPANY, a Delaware corporation, (collectively, the "**Loan Parties**") the financial institutions listed on the signature pages thereof (each individually referred to as a "**Lender**" and collectively as "**Lenders**") and BNP Paribas, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") are parties to a Credit Agreement dated as of November 25, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").
- (B) The Loan Parties are party to a Pledge and Security Agreement, dated as of November 25, 2008 in favor of the Collateral Agent (as it may from time to time be amended, modified or supplemented, the "**Pledge and Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**SECTION 1 Defined Terms**

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

**SECTION 2 Grant of Security Interest in Intellectual Property Collateral**

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"**Intellectual Property Collateral**" means Grantor's right, title and interest in, to and under all of the following included in the Collateral:

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- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) Infringement or, if applicable, dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**SECTION 3 Separate and Distinct Grants of Security**

Notwithstanding anything to the contrary contained in this Agreement, Grantor and the Collateral Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interest granted pursuant to this Agreement to the Collateral Agent for the benefit of the Secured Parties and securing the Secured Obligations, will be a "first" priority security interest in the Collateral, junior to no other security interest.

**SECTION 4 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property if the grant of such Security Interest would constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or would result in a breach of terms of, or constitute a default or violation of an agreement related to the Intellectual Property.

**SECTION 5 Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted to it in the Intellectual Property 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. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

**SECTION 6 Governing Law**

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EXECUTION VERSION

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

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PAGE 12/18 \* RCVD AT 7/18/2011 4:50:20 PM [Eastern Daylight Time] \* SVR:W-PTOFAX-003/2 \* DNIS:2709865 \* CSID: \* DURATION (mm-ss):02-46

**TRADEMARK**  
**REEL: 004610 FRAME: 0559**

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

GRANTOR:

U.S. SILICA COMPANY

By

  
Name: John A. Uffizio  
Title: President

Notice Address:

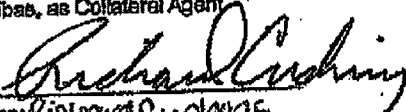
PO Box 187  
Berkeley Springs WV 26011  
Attn: Legal Dept  
Fax: (304) 258-2500

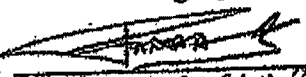
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Signature Page to Intellectual Property Security Agreement

**ACCEPTED AND AGREED:**

BNP Paribas, as Collateral Agent

By:   
Name: Richard Cushing  
Title: Managing Director

By:   
Name: Parthiv Sathii  
Title: Director

**Notice Address:**

787 Seventh Ave., 9th Floor  
New York, NY 10019  
Fax: 212-841-2881  
Attn: Charles Romano

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Signature Page to Intellectual Property Security Agreement

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**COPYRIGHT REGISTRATIONS**

(A) REGISTERED COPYRIGHTS

None.

(B) COPYRIGHT APPLICATIONS

None.

(C) COPYRIGHT LICENSES

None.



**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**PATENT REGISTRATIONS**

**(A) REGISTERED PATENTS**

None.

**(B) PATENT APPLICATIONS**

None.

**(C) PATENT LICENSES**

None.

**SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**(A) REGISTERED TRADEMARKS**

See Attached.

**(B) TRADEMARK APPLICATIONS**

See Attached.

**(C) TRADEMARK LICENSES**

None.

Supplement to Schedule III provided on 11/10/2008  
 (as supplemented on 04/09/2010)

As of 06/08/2011

TRADEMARK NAME	REG. DATE	VALID UNTIL	PLACE OF REG. & NO.
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