

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		07/31/2012	Banking Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	Norit International N.V.		
Street Address:	Nijverheidsweg Noord 72		
City:	Amersfoort		
State/Country:	NETHERLANDS		
Postal Code:	3800 AC		
Entity Type:	Naamloze Vennootschap: NETHERLANDS		
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:	9177777373		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-3000		
Email:	andrew.patrick@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: John Deming, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	136240/1		

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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

John Deming

Signature:

/John Deming/

Date:

09/14/2012

Total Attachments: 5

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated July 31, 2012 (this "Release"), is made by 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, as collateral agent for the Secured Parties (in such capacity, the "Assignor"), in favor of Norit International N.V., a naamloze vennootschap organized and existing under the laws of The Netherlands, with offices at Nijverheidsweg Noord 72, 3800 AC AMERSFOORT, The Netherlands (the "Assignee").

**WHEREAS**, the Assignor and the Assignee, among others, are party to that certain (i) Credit and Guaranty Agreement, dated as of July 8, 2011 (the "Credit Agreement") and (ii) Trademark Security Agreement, dated as of July 15, 2011 (the "Trademark Security Agreement");

**WHEREAS**, pursuant to the Trademark Security Agreement, the Assignee granted to the Assignor, for the benefit of the Secured Parties a security interest in and continuing lien on all of the Assignee's right, title and interest in, to and under the following, in each case, whether then or thereafter existing or in which the Assignee then had or thereafter acquired an interest and whether 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 thereto, (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, then or thereafter due and/or payable with respect thereto;

Notwithstanding anything to the contrary in the Trademark Security Agreement, in no event did the Trademark Collateral include or the security interest granted thereunder 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;

**WHEREAS**, the Trademark Security Agreement was filed with the United States Patent and Trademark Office on July 19, 2011 at Reel/Frame No. 4585/0981; and

**WHEREAS**, the Assignor and the Assignee desire that the Assignor terminate and release its security interest in and continuing lien on all of the Assignee's right, title and interest in, to and under the Trademark Collateral.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby agrees with the Assignee as follows:

### **SECTION 1. Defined Terms**

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

### **SECTION 2. Release**

The Assignor hereby terminates, releases and discharges fully its security interest in and continuing lien on all of the Assignee's right, title and interest in, to and under the Trademark Collateral, including, without limitation, each trademark registration and application listed on Schedule I attached hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignee.

### **SECTION 3. Recordation**

The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to: (i) record this Release with the United States Trademark and Patent Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest or continuing lien of Assignor in the Trademark Collateral, and/or (iii) otherwise file this Release. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agents or designees) reasonably request in order to confirm this Release and the Assignee's right, title and interest in or to the Trademark Collateral.

### **SECTION 4. Governing Law**

THIS RELEASE 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).

[Remainder of page intentionally left blank]

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

DEUTSCHE BANK AG NEW YORK  
BRANCH

By:   
Name: Michael Getz  
Title: Vice President

DEUTSCHE BANK AG NEW YORK  
BRANCH

By:   
Name:  
Title: Courtney E. Meehan  
Vice President

**SCHEDULE I**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No. (serial no.)</b>	<b>Registered (filed)</b>	<b>Record Owner</b>
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.