

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
S&B Industrial Minerals North America, Inc.		09/14/2012	CORPORATION: DELAWARE
Stollberg, Inc.		09/14/2012	CORPORATION: DELAWARE
NYCO Minerals, Inc.		09/14/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2940395	IKO BOND	
Registration Number:	2976750	IKO QUICK	
Registration Number:	3203579	SLAGBUSTER	
Registration Number:	3064193	KROMATHERM	
Registration Number:	3835474	ASPECT	
Registration Number:	3370883	ELEKTRA-STAT	
Registration Number:	1330375	MICACOAT	
Registration Number:	1087944	NYAD	
Registration Number:	1579679	NYAD G	
Registration Number:	1460455	NYCO	
Registration Number:	3448891	NYCOR	
Registration Number:	2008091	NYGLOS	

Registration Number:	2008092	RRIMGLOS
Registration Number:	2350603	ULTRAFIBE
Registration Number:	1378694	WOLLASTOCOAT

CORRESPONDENCE DATA

Fax Number: 7168490349

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 716 856 4000

Email: acutaia@hodgsonruss.com

Correspondent Name: Alfonzo I. Cutaia - Hodgson Russ LLP

Address Line 1: 140 Pearl Street, Suite 100

Address Line 2: The Guaranty Building

Address Line 4: Buffalo, NEW YORK 14202-4040

ATTORNEY DOCKET NUMBER:	00161.1237
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NAME OF SUBMITTER:	Alfonzo I. Cutaia
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Signature:	/Alfonzo I. Cutaia #60,070/
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Date:	09/19/2012
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Total Attachments: 10

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PLEDGE SUPPLEMENT (INTELLECTUAL PROPERTY)

For valuable consideration as further described in the Pledge and Security Agreement supplemented hereby, **S&B INDUSTRIAL MINERALS NORTH AMERICA, INC., STOLLBERG, INC. AND NYCO MINERALS, INC.**, each of which is a Delaware Corporation, each as a "Grantor", and each with an address c/o S&B Industrial Minerals North America, Inc. 4111 Witmer Road, Niagara Falls, NY 14305, agrees with **MANUFACTURERS AND TRADERS TRUST COMPANY**, as Secured Party, with an address of One M&T Plaza, Buffalo, NY 14203, as follows:

SECTION 1. Definitions.

In this Agreement, the following terms shall have the following meanings (capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement as defined below):

"Security Agreement" means the Pledge and Security Agreement, dated September 14, 2012, from S&B Industrial Minerals North America, Inc., Stollberg, Inc., Rolling Rock Minerals, Inc., NYCO Minerals, Inc. and American Tripoli, Inc., to the Secured Party, as amended and supplemented from time to time.

"Copyright Licenses" means any and all agreements providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder).

"Copyrights" means all United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to Exhibit A-3 hereto, (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Intellectual Property" means, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Patent Licenses" means all agreements providing for the granting of any right in or to Patents) whether any Grantor is licensee or licensor thereunder).

"Patents" means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Exhibit A-1 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein,

(v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“Trademark Collateral” means any and all Trademarks and Trademark Licenses included in the Collateral.

“Trademark Licenses” means any and all agreements to which any Grantor is a party providing for the granting of any right in or to Trademarks (whether a Grantor is licensee or licensor thereunder).

“Trademarks” means all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Exhibit A-2 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“Trade Secret Licenses” means any and all agreements to which any Grantor is a party providing for the granting of any right in or to Trade Secrets (whether a Grantor is licensee or licensor thereunder).

“Trade Secrets” means all trade secrets and all other confidential or proprietary information and know-how whether or not such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2. Reaffirmation of general security agreement; supplemental grant of security interest.

Each Grantor acknowledges, reaffirms and ratifies in all respects the Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by each Grantor of a security interest in all Intellectual Property included in the Collateral, as such term is defined in the Security Agreement.

Without limiting the generality of the foregoing, to secure the payment and other performance of the Secured Obligations, each Grantor grants to the Secured Party a security interest in, and assigns, pledges and hypothecates to the Secured Party, all right, title and interest

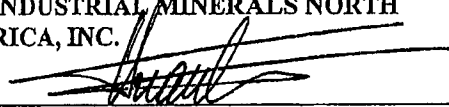
of each Grantor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to the Secured Party by each Grantor, (i) Intellectual Property (including, but not limited to, all Intellectual Property described on Exhibit A-I (Patents), Exhibit A-II (Trademarks) and Exhibit A-III (Copyrights) attached to and made a part of this Agreement), (ii) Supporting Obligations incident to, arising or accruing pursuant to or otherwise relating to any Intellectual Property, whether arising or accruing from any action taken by each Grantor or the Secured Party or otherwise, (iii) Proceeds, other proceeds and products of any of the things referred to in clauses (i) and (ii) of this sentence and (iv) Records relating to any of the things referred to in any of the foregoing clauses; except, in each case, to the extent such security interest is excluded and does not attach under the provisions of Section 2.2 of the Security Agreement.

SECTION 3. Governing Law.

SECTION 1. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of the State of New York (including, but not limited to, Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) and, to the extent applicable, the federal law of the United States without regard to the law of any other jurisdiction.

Dated: September 14, 2012

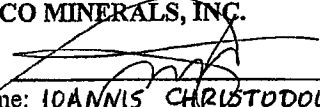
**S&B INDUSTRIAL MINERALS NORTH
AMERICA, INC.**

By: 
Name: KRITON ANAVLA
Title: PRESIDENT

STOLLBERG, INC.

By: _____
Name: _____
Title: _____

NYCO MINERALS, INC.

By: 
Name: IOANNIS CHRISTODOULAKIS
Title: VICE PRESIDENT

[Signature Page -Pledge Agreement Supplement (Intellectual Property)]

TRADEMARK

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of each Grantor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to the Secured Party by each Grantor, (i) Intellectual Property (including, but not limited to, all Intellectual Property described on Exhibit A-I (Patents), Exhibit A-II (Trademarks) and Exhibit A-III (Copyrights) attached to and made a part of this Agreement), (ii) Supporting Obligations incident to, arising or accruing pursuant to or otherwise relating to any Intellectual Property, whether arising or accruing from any action taken by each Grantor or the Secured Party or otherwise, (iii) Proceeds, other proceeds and products of any of the things referred to in clauses (i) and (ii) of this sentence and (iv) Records relating to any of the things referred to in any of the foregoing clauses; except, in each case, to the extent such security interest is excluded and does not attach under the provisions of Section 2.2 of the Security Agreement.

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Dated: September 14, 2012

**S&B INDUSTRIAL MINERALS NORTH
AMERICA, INC.**

By: _____
Name:
Title:

STOLLBERG, INC.

By: Rob Steele
Name: ROB STEELE
Title: PRESIDENT

NYCO MINERALS, INC.

By: _____
Name:
Title:

[Signature Page - Pledge Agreement Supplement (Intellectual Property)]

EXHIBIT A-I (PATENTS)

Recording/Filings in United States Patent and Trademark Office

Grantor (Owner): **STOLLBERG, INC.**

<u>Registration or Application Number</u>	<u>Title</u>
6,474,398	Apparatus for introducing granular mold flux onto the top slab being cast within a continuous casting mold
6,171,361	High Fluorine Frits for Continuous Casting of Metals*

*Common ownership with Pemco Corporation

EXHIBIT A-I (PATENTS)

Recording/Filings in United States Patent and Trademark Office

Grantor (Owner): **NYCO MINERALS, INC..**

<u>Registration or Application Number</u>	<u>Title</u>
6,037,288	Reinforcement of Ceramic Bodies with Woolastonite
5,948,157	Surface Treated Additive for Portland Cement Concrete

EXHIBIT A-II (TRADEMARKS)

Recording/Filings in United States Patent and Trademark Office

Grantor (Owner): **S&B INDUSTRIAL MINERALS NORTH AMERICA, INC.**

<u>Registration or Application Number</u>	<u>Title</u>
2,940,395	IKO BOND
2,976,750	IKO QUICK
3,203,579	SLAGBUSTER

EXHIBIT A-II (TRADEMARKS)

Recording/Filings in United States Patent and Trademark Office

Grantor (Owner): **STOLLBERG, INC.**

<u>Registration or Application Number</u>	<u>Title</u>
3,064,193	KROMATHERM

EXHIBIT A-II (TRADEMARKS)

Recording/Filings in United States Patent and Trademark Office

Grantor (Owner): **NYCO MINERALS, INC..**

<u>Registration or Application Number</u>	<u>Title</u>
3,835,474	ASPECT
3,370,883	ELEKTRA-STAT
1,330,375	MICACOAT
1,087,944	NYAD
1,579,679	NYAD G
1,460,455	NYCO
3,448,891	NYCOR
2,008,091	NYGLOS
2,008,092	RRIMGLOS
2,350,603	ULTRAFIBE
1,378,694	WOLLASTOCOAT

EXHIBIT A-III (COPYRIGHTS)

Recording/Filings in United States Copyright Office

NONE

<u>Name of Grantor</u>	<u>Registration or Application Number</u>	<u>Date</u>	<u>Title</u>
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