

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304664

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amcol International Corporation		05/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a national association: UNITED STATES

PROPERTY NUMBERS Total: 123

Property Type	Number	Word Mark
Registration Number:	0883614	ACCOFLOC
Registration Number:	3009236	ACCOFORM
Registration Number:	3009237	ACCOSORB
Registration Number:	3632934	ACCU-VIS
Registration Number:	0922088	ADDITROL
Registration Number:	1305029	AGRO GELS
Registration Number:	1772713	AGRO-LIG
Registration Number:	3126151	AKWASEAL
Registration Number:	3405328	AMCOL
Registration Number:	1478709	AQUADRAIN
Registration Number:	1720300	BEN TOGROUT
Registration Number:	1708212	BENTOMAT
Registration Number:	1713656	BENTOSEAL
Registration Number:	0616703	BLACK HILLS
Registration Number:	1519085	CAT TAILS
Registration Number:	2324201	CELLFLO
Registration Number:	1967126	CETCO
Registration Number:	3741892	CETCO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3434398	CETCO HYDRO-SHIELD WARRANTY
Registration Number:	4381136	CHAREX
Registration Number:	3367138	COREFLEX
Registration Number:	3462051	COREFLEX
Registration Number:	2084132	CRUDESORB
Registration Number:	1933357	
Registration Number:	4122197	EEL REEL
Registration Number:	4112240	EEL REEL
Registration Number:	4225910	ENERSOL
Registration Number:	2385316	FLO-CARB
Registration Number:	3773481	GREENSCAPES
Registration Number:	2766483	HBS HEALTH BEAUTY SOLUTIONS
Registration Number:	1547846	HECTABRITE
Registration Number:	1547845	HECTALITE
Registration Number:	1996996	HEVI-SAND
Registration Number:	3506732	HI-FLOW
Registration Number:	1034570	HYDRAUL-EZ
Registration Number:	0979194	HYDROBAR
Registration Number:	2625776	IMPERM
Registration Number:	3269873	KRYSTAL-KLEAN
Registration Number:	0356774	KWK
Registration Number:	1663422	LIQUID BOOT
Registration Number:	2087672	LIQUISORB
Registration Number:	1495101	CLAYMAX
Registration Number:	3858013	LOVOX
Registration Number:	3005255	MACROBEAD
Registration Number:	1255685	MAGNABRITE
Registration Number:	2884988	MAGNASPERSE
Registration Number:	4096564	MAURY
Registration Number:	2971873	MAXSTOP
Registration Number:	1505477	MELANOSPONGE
Registration Number:	1481218	MICROSPONGE
Registration Number:	3760605	
Registration Number:	3690015	
Registration Number:	3749664	MX 80
Registration Number:	0514058	MX VOLCLAY 80
Registration Number:	2188052	NANOCOR
Registration Number:	3201961	NANOMAX
Registration Number:	2186193	NANOMER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3664997	NEMOH
Registration Number:	3285218	ORGANOCLAY
Registration Number:	1926196	ORGANO-GRO
Registration Number:	0880269	PANTHER CREEK
Registration Number:	2862458	PANTHER CREEK
Registration Number:	0633813	PELBON
Registration Number:	4003801	PERLASTIC
Registration Number:	1278497	POLARGEL
Registration Number:	2157549	POLY-PORE
Registration Number:	1211149	POLYTRAP
Registration Number:	1772519	PREMIUM CHOICE
Registration Number:	0692980	PREMIUM GEL
Registration Number:	2129004	PUREGOLD
Registration Number:	2019374	QUIK-SOLID
Registration Number:	4171731	REACTIVE CORE MAT
Registration Number:	1837618	REELI-KLEAN
Registration Number:	1279394	REL-PAC
Registration Number:	4407926	RESISTEX
Registration Number:	1942659	RM-10
Registration Number:	1022691	SEAL-X
Registration Number:	2539214	SHORE PAC
Registration Number:	4097317	SOLID SCOOP
Registration Number:	1527589	SORBOND
Registration Number:	1075775	STEINEX
Registration Number:	4121526	STRONGSEAL
Registration Number:	0687729	SUPER GEL
Registration Number:	1233175	SUPER GEL-X
Registration Number:	1293593	SUPER-TREAT
Registration Number:	4053151	SWELLTITE
Registration Number:	3969637	TEXDRAIN
Registration Number:	1322805	ULTRASEAL
Registration Number:	1246724	VARIFLO
Registration Number:	4317176	VELOCITY-PRO
Registration Number:	1293592	VERSAFOAM
Registration Number:	0887689	VOLCLAY
Registration Number:	1503029	VOLCLAY SWELLTITE
Registration Number:	2894516	VOLCLAY ULTRASEAL
Registration Number:	1772367	VOLTEX
Registration Number:	1510563	WATERSTOP-RX

TRADEMARK

REEL: 005281 FRAME: 0147

Property Type	Number	Word Mark
Registration Number:	0922087	WYOBOND
Registration Number:	4507624	AGRO-LIG
Registration Number:	3313860	SEFRONITE
Registration Number:	3971470	VIRISORB
Registration Number:	3444326	INSTA-PAC
Registration Number:	2886132	STRONGSEAL ROOFING MATERIALS
Registration Number:	1027101	AMCOL
Registration Number:	0986704	POLYSEC
Registration Number:	0899972	CUSTOMIX
Registration Number:	1254980	RHEOSPAN
Serial Number:	85682534	BENTOBLOCK
Serial Number:	86159990	CARB-SEAL
Serial Number:	85609157	CONTINUUM
Serial Number:	85907183	CRUDESEP
Serial Number:	85817587	EXACT
Serial Number:	85813670	GEOGRADE
Serial Number:	85609146	INTERLOK
Serial Number:	86004998	JET SET
Serial Number:	85730281	MAXIBOND
Serial Number:	85730284	MAXICARB
Serial Number:	86185167	OARFISH
Serial Number:	86185194	OARFISH
Serial Number:	85926013	PREMIUM GEL
Serial Number:	86123689	PUREGOLD CORE
Serial Number:	86042935	SKIN PHARMACY
Serial Number:	86005006	TERRA FOAM
Serial Number:	86031389	TERRA-PRO GEL

CORRESPONDENCE DATA

Fax Number: 6502515002

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

Phone: 6502515243

Email: jnull@stblaw.com

Correspondent Name: Anjali Kulkarni

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 509265/1830

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

TRADEMARK

REEL: 005281 FRAME: 0148

DATE SIGNED:

05/15/2014

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT dated as of May 9, 2014 (this “*Agreement*”), among Amcol International Corporation (the “*Grantor*”) and JPMorgan Chase Bank, N.A. (“*JPMCB*”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of May 9, 2014, (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Minerals Technologies Inc. (the “*Company*”), the Borrowing Subsidiaries party thereto, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of May 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among the Company, the other Domestic Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Company and the Borrowing Subsidiaries subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Company and the Borrowing Subsidiaries, will derive substantial benefits from the extension of credit to the Company and the Borrowing Subsidiaries pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(a)(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule II and (ii) all goodwill associated therewith or symbolized thereby; and

(b) all exclusive Trademark Licenses under which any Grantor is a licensee, including those listed on Schedule I.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

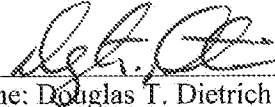
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMCOL INTERNATIONAL
CORPORATION,

by



Name: Douglas T. Dietrich
Title: Senior Vice President, Finance
and Chief Financial Officer

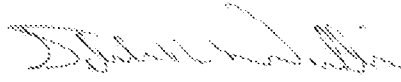
JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by

Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by



Name: Deborah R. Winkler
Title: Vice President

SCHEDULE I

Trademarks and Trademark Applications

<u>Registered Owner</u>		<u>Mark</u>	<u>Registration No.</u>
AMCOL Corporation	International	ACCOFLOC	883614
AMCOL Corporation	International	ACCOFORM	3009236
AMCOL Corporation	International	ACCOSORB	3009237
AMCOL Corporation	International	ACCU-VIS	3632934
AMCOL Corporation	International	ADDITROL	922088
AMCOL Corporation	International	AGRO GEL S	1305029
AMCOL Corporation	International	AGRO-LIG	1772713
AMCOL Corporation	International	AKWASEAL	3126151
AMCOL Corporation	International	AMCOL	3405328
AMCOL Corporation	International	AQUADRAIN	1478709
AMCOL Corporation	International	BEN TOGROUT	1720300
AMCOL Corporation	International	BENTOMAT	1708212
AMCOL Corporation	International	BENTOSEAL	1713656
AMCOL Corporation	International	BLACK HILLS	616703
AMCOL Corporation	International	CAT TAILS	1519085
AMCOL Corporation	International	CELLFLO	2324201
AMCOL Corporation	International	CETCO	1967126
AMCOL Corporation	International	CETCO	3741892
AMCOL Corporation	International	CETCO HYDROSHIELD	3434398
AMCOL Corporation	International	CHAREX	4381136

<u>Registered Owner</u>		<u>Mark</u>	<u>Registration No.</u>
AMCOL Corporation	International	COREFLEX	3367138
AMCOL Corporation	International	COREFLEX LOGO	3462051
AMCOL Corporation	International	CRUDESORB	2084132
AMCOL Corporation	International	DESIGN ONLY (CAT LOGO)	1933357
AMCOL Corporation	International	EEL REEL	4122197
AMCOL Corporation	International	EEL REEL LOGO	4112240
AMCOL Corporation	International	ENERSOL	4225910
AMCOL Corporation	International	FLO-CARB	2385316
AMCOL Corporation	International	GREENSCAPES	3773481
AMCOL Corporation	International	HBS HEALTH BEAUTY SOLUTIONS	2766483
AMCOL Corporation	International	HECTABRITE	1547846
AMCOL Corporation	International	HECTALITE	1547845
AMCOL Corporation	International	HEVI-SAND	1996996
AMCOL Corporation	International	HI-FLOW	3506732
AMCOL Corporation	International	HYDRAUL-EZ	1034570
AMCOL Corporation	International	HYDROBAR	979194
AMCOL Corporation	International	IMPERM	2625776
AMCOL Corporation	International	KRYSTAL-KLEAN	3269873
AMCOL Corporation	International	KWK AND DESIGN	356774
AMCOL Corporation	International	LIQUID BOOT	1663422
AMCOL Corporation	International	LIQUISORB	2087672
AMCOL Corporation	International	LOGO CLAYMAX	1495101

<u>Registered Owner</u>		<u>Mark</u>	<u>Registration No.</u>
AMCOL Corporation	International	LOVOX	3858013
AMCOL Corporation	International	MACROBEAD	3005255
AMCOL Corporation	International	MAGNABRITE	1255685
AMCOL Corporation	International	MAGNASPERSE	2884988
AMCOL Corporation	International	MAURY	4096564
AMCOL Corporation	International	MAXSTOP	2971873
AMCOL Corporation	International	MELANOSPONGE	1505477
AMCOL Corporation	International	MICROSPONGE	1481218
AMCOL Corporation	International	MUD DOG B&W	3760605
AMCOL Corporation	International	MUD DOG LOGO	3690015
AMCOL Corporation	International	MX 80	3749664
AMCOL Corporation	International	MX VOLCLAY 80 (AND DESIGN)	0514058
AMCOL Corporation	International	NANOCOR	2188052
AMCOL Corporation	International	NANOMAX	3201961
AMCOL Corporation	International	NANOMER	2186193
AMCOL Corporation	International	NEMOH	3664997
AMCOL Corporation	International	ORGANOCLAY	3285218
AMCOL Corporation	International	ORGANO-GRO	1926196
AMCOL Corporation	International	PANTHER CREEK	880269
AMCOL Corporation	International	PANTHER CREEK (AND DESIGN)	2862458
AMCOL Corporation	International	PELBON	633813
AMCOL Corporation	International	PERLASTIC	4003801

<u>Registered Owner</u>		<u>Mark</u>	<u>Registration No.</u>
AMCOL Corporation	International	POLARGEL	1278497
AMCOL Corporation	International	POLY-PORE	2157549
AMCOL Corporation	International	POLYTRAP	1211149
AMCOL Corporation	International	PREMIUM CHOICE	1772519
AMCOL Corporation	International	PREMIUM GEL	692980
AMCOL Corporation	International	PUREGOLD	2129004
AMCOL Corporation	International	QUIK-SOLID	2019374
AMCOL Corporation	International	REACTIVE CORE MAT	4171731
AMCOL Corporation	International	REELI-KLEAN	1837618
AMCOL Corporation	International	REL-PAC	1279394
AMCOL Corporation	International	RESISTEX	4407926
AMCOL Corporation	International	RM-10	1942659
AMCOL Corporation	International	SEAL-X	1022691
AMCOL Corporation	International	SHORE PAC	2539214
AMCOL Corporation	International	SOLID SCOOP	4097317
AMCOL Corporation	International	SORBOND	1527589
AMCOL Corporation	International	STEINEX	1075775
AMCOL Corporation	International	STRONGSEAL	4121526
AMCOL Corporation	International	SUPER GEL	687729
AMCOL Corporation	International	SUPER GEL-X	1233175
AMCOL Corporation	International	SUPER-TREAT	1293593
AMCOL Corporation	International	SWELLTITE	4053151

<u>Registered Owner</u>		<u>Mark</u>	<u>Registration No.</u>
AMCOL Corporation	International	TEXDRAIN	3969637
AMCOL Corporation	International	ULTRASEAL	1322805
AMCOL Corporation	International	VARIFLO	1246724
AMCOL Corporation	International	VELOCITY-PRO	4317176
AMCOL Corporation	International	VERSAFOAM	1293592
AMCOL Corporation	International	VOLCLAY	0887689
AMCOL Corporation	International	VOLCLAY SWELLTITE	1503029
AMCOL Corporation	International	VOLCLAY ULTRASEAL	2894516
AMCOL Corporation	International	VOLTEX	1772367
AMCOL Corporation	International	WATERSTOP-RX	1510563
AMCOL Corporation	International	WYOBOND	922087
AMCOL Corporation	International	AGRO-LIG	4507624

Applications

AMCOL Corporation	International	BENTOBLOCK	85682534
AMCOL Corporation	International	CARB-SEAL	86159990
AMCOL Corporation	International	CONTINUUM	85609157
AMCOL Corporation	International	CRUDESEP	85907183
AMCOL Corporation	International	EXACT	85817587
AMCOL Corporation	International	GEOGRADE	85813670
AMCOL Corporation	International	INTERLOK	85609146
AMCOL Corporation	International	JET SET	86004998
AMCOL Corporation	International	MAXIBOND	85730281

<u>Registered Owner</u>		<u>Mark</u>	<u>Registration No.</u>
AMCOL Corporation	International	MAXICARB	85730284
AMCOL Corporation	International	OARFISH	86185167
AMCOL Corporation	International	OARFISH LOGO	86185194
AMCOL Corporation	International	PREMIUM GEL	85926013
AMCOL Corporation	International	PUREGOLD CORE	86123689
AMCOL Corporation	International	SKIN PHARMACY	86042935
AMCOL Corporation	International	TERRA FOAM	86005006
AMCOL Corporation	International	TERRA-PRO GEL	86031389
AMCOL Corporation	International	SEFRONITE	3313860
AMCOL Corporation	International	VIRISORB	3971470
AMCOL Corporation	International	INSTA-PAC	3444326
AMCOL Corporation	International	STRONGSEAL ROOFING MATERIALS & DESIGN	2886132
AMCOL Corporation	International	AMCOL	1027101
AMCOL Corporation	International	POLYSEC	986704
AMCOL Corporation	International	CUSTOMIX	899972
AMCOL Corporation	International	RHEOSPAN	1254980

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