

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM383203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		05/04/2016	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	PQ Corporation		
Street Address:	300 Lindenwood Drive, Valleybrooke Corporate Center		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	Potters Industries, LLC		
Street Address:	300 Lindenwood Drive, Valleybrooke Corporate Center		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	509700	A	
Registration Number:	509701	G	
Registration Number:	526917	GD	
Registration Number:	129525	K	
Registration Number:	2573354	L	
Registration Number:	506737	N	
Registration Number:	506738	O	
Registration Number:	507666	SS	
Registration Number:	2569790	V	
Registration Number:	506736	M	
Registration Number:	2291491	ADVERA	
Registration Number:	2626501	AGSIL	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3817359	ALPHACAT
Registration Number:	794289	BRITESIL
Registration Number:	3073593	BRITESORB
Registration Number:	995510	CHILL-GARDE
Registration Number:	3821915	CHILL-GARDE
Registration Number:	2700135	COOL
Registration Number:	2670146	ECODRILL
Registration Number:	2281383	GO SOAK YOURSELF
Registration Number:	398704	KASIL
Registration Number:	1202446	KASOLV
Registration Number:	3288636	LITHISIL
Registration Number:	2109859	MAGNAGROW
Registration Number:	1467816	METALITE
Registration Number:	898540	METSO
Registration Number:	832792	METSO BEADS
Registration Number:	872397	METSO PENTABEAD
Registration Number:	1163243	
Registration Number:	807715	PQ
Registration Number:	3370531	SIL-MATRIX
Registration Number:	510420	STARSO
Registration Number:	1196032	VALFOR
Serial Number:	85105051	PREXSIL
Registration Number:	815582	BALLOTINI
Registration Number:	3204366	BALLOTINI BLASTER
Registration Number:	1312905	CONDUCT-O-FIL
Registration Number:	3038525	GLASS FILL
Registration Number:	696211	GLAS-SHOT
Registration Number:	802502	GLAS-SHOT
Registration Number:	1769201	LASERLUX
Registration Number:	1946933	LUXSIL
Registration Number:	921789	MICROBEADS
Registration Number:	921573	MICROBEADS
Registration Number:	950699	MICROBEADS
Registration Number:	4211651	ONG
Registration Number:	929404	Q-CEL
Registration Number:	3320926	SPEEDBEADER
Registration Number:	1645687	SPHERICEL
Registration Number:	1177309	SPHERIGLASS

Property Type	Number	Word Mark
Registration Number:	3726079	ULTRA 1.9
Registration Number:	3814033	ULTRA GUARD
Registration Number:	1502914	VISIBEAD
Registration Number:	1903374	VISIGUN
Registration Number:	3884188	VISILOK
Registration Number:	3773478	VISIMAX
Registration Number:	3952217	Z-CEL
Serial Number:	85477988	GLASS FILL
Serial Number:	85366682	POTTERS
Serial Number:	85502830	VISIBRIGHT
Serial Number:	85336354	VISIMAX PLUS

CORRESPONDENCE DATA

Fax Number: 8668265420

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

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	05/05/2016

Total Attachments: 7

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RELEASE OF TRADEMARK SECURITY INTERESTS dated as of May 4, 2016 (this "Release"), by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("CS"), as administrative agent (the "Administrative Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable, referred to below.

A. Reference is made to (i) Credit Agreement dated as of November 8, 2012 (as amended by Refinancing Amendment No. 1 dated as of February 15, 2013, as further amended by Amendment No. 2 dated as of March 27, 2014, and as further amended, restated, supplemented or otherwise modified to the date hereof, the "Credit Agreement"), among CPQ Midco I Corporation, a Delaware corporation ("Holdings"), PQ Corporation, a Pennsylvania corporation (the "Borrower"), the lenders party thereto, the Administrative Agent, CS, as Swing Line Lender, and each of CS and JPMorgan Chase Bank, N.A., as an L/C Issuer (each, an "Issuing Bank" and collectively, the "Issuing Banks"), (ii) the First Lien Security Agreement dated as of November 8, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent, (iii) the Intellectual Property Security Agreement dated as of November 8, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), among the Grantors party thereto and the Administrative Agent.

B. Pursuant to the Collateral Documents, the Persons listed on Schedule A hereto (the "Grantors") granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantors in, among other things, (i) the trademark and service mark registrations and applications of the Grantors set forth on Schedule A (provided that no security interest was granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would have impaired the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby, (ii) all extensions and renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and (iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing (collectively, the "Trademarks"), which security interests were recorded with the United States Patent & Trademark Office on November 27, 2012 at Reel/Frame 4907/0207.

C. Pursuant to the Payoff Letter dated as of May 3, 2016 (the "Payoff Letter"), among Parent Holdings, Holdings, the Borrower, the Issuing Banks, the Swing Line Lender and the Administrative Agent, the Administrative Agent has agreed, subject to the terms and conditions contained in the Payoff Letter, to release any and all security interests it may have in the Trademarks pursuant to the Collateral Documents.

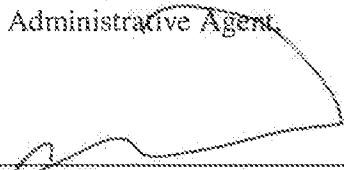
Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby release, relinquish and discharge any and all security interests it has against the Trademarks, and hereby re-assigns any right, title or interest it may have in each such Trademark to the applicable Grantor. The Administrative Agent authorizes the Borrower (or its designee) to make filings with the United States Patent & Trademark Office and other necessary filings, in each case at the expense of the Borrower, to evidence the release and termination of the Administrative Agent's security interests in the Trademarks.

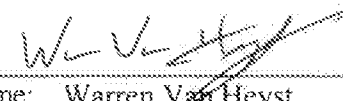
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By 
Name: Warren Van Heyst
Title: Authorized Signatory

[Signature Page to Trademark Release]

[[3993318]]

TRADEMARK
REEL: 005786 FRAME: 0966

SCHEDULE A

PQ Corporation Trademark Registrations

MARK	COUNTRY	FILED	APPL#	REGDT	REG#
"A"	UNITED STATES	9/23/1947	71/544,502	5/10/1949	509,700
"G"	UNITED STATES	9/23/1947	71/544,503	5/10/1949	509,701
"GD"	UNITED STATES	12/16/1948	71/570,631	6/27/1950	526,917
"K"	UNITED STATES	8/23/1919	121,942	2/24/1920	129,525
"L"	UNITED STATES	3/5/2001	76/218,977	5/28/2002	2,573,354
"N"	UNITED STATES	9/23/1947	71/547,394	2/15/1949	506,737
"O"	UNITED STATES	9/23/1947	71/547,395	2/15/1949	506,738
"SS"	UNITED STATES	9/23/1947	71/543,036	3/15/1949	507,666
"V"	UNITED STATES	3/25/2001	76/218,975	5/14/2002	2,569,790
"M"	UNITED STATES	9/23/1947	71/547,393	2/15/1949	506,736
ADVERA	UNITED STATES	11/17/1997	75/391,057	11/9/1999	2,291,491
AGSIL	UNITED STATES	5/24/2001	76/261,485	9/24/2002	2,626,501
ALPHACAT	UNITED STATES	11/19/2009	77/876,342	7/13/2010	3,817,359
BRITESIL	UNITED STATES	10/28/1964	72/204,945	8/17/1965	794,289
BRITESORB	UNITED STATES	4/8/2005	78/605,183	3/28/2006	3,073,593
CHILL-GARDE	UNITED STATES	10/26/1973	73/004,620	10/15/1974	995,510
CHILL-GARDE	UNITED STATES	8/24/2005	78/699,296	7/20/2010	3,821,915
COOL	UNITED STATES	6/10/2002	76/418,206	3/25/2003	2,700,135
ECODRILL	UNITED STATES	7/30/2001	76/291,658	12/31/2002	2,670,146
GO SOAK YOURSELF	UNITED STATES	7/27/1998	75/525,775	9/28/1999	2,281,383
KASIL	UNITED STATES	5/21/1942	71/453,165	11/17/1942	398,704
KASOLV	UNITED STATES	6/25/1980	73/267,856	7/27/1982	1,202,446
LITHISIL	UNITED STATES	10/11/2004	78/497,797	9/4/2007	3,288,636
MAGNAGROW	UNITED STATES	4/4/1996	75/083,514	10/28/1997	2,109,859

MARK	COUNTRY	FILED	APPL#	REGDT	REG#
METALITE	UNITED STATES	12/11/1985	73/572,886	12/8/1987	1,467,816
MEISO (typewritten)	UNITED STATES	10/20/1969	72/341,099	9/15/1970	898,540
MEISO BEADS	UNITED STATES	6/30/1966	72/249,354	8/1/1967	832,792
MEISO PENTABEAD	UNITED STATES	2/14/1968	72/291,094	7/8/1969	872,397
PQ Design (abstract logo)	UNITED STATES	3/19/1979	207,874	8/4/1981	1,163,243
PQ Design (typewritten)	UNITED STATES	4/21/1964	72/191,708	5/3/1966	807,715
SIL-MATRIX	UNITED STATES	1/6/2006	78/786,387	1/15/2008	3,370,531
STARSO	UNITED STATES	4/8/1948	71/554,149	5/31/1949	510,420
VALFOR	UNITED STATES	2/25/1980	251,441	5/25/1982	1,196,032

PQ Corporation
Pending Trademark Applications

MARK	COUNTRY	FILED	APPL#	STATUS
PREXSIL	UNITED STATES	8/11/2010	85/105,051	ALLOWED

Potters Industries, LLC
Trademark Registrations

MARK	COUNTRY	FILED	APPL#	REGDT	REG#
BALLOTINI	UNITED STATES	8/9/1965	72/225,350	9/20/1966	815,582
BALLOTINI BLASTER	UNITED STATES	7/23/2003	78/277,848	1/30/2007	3,204,366
CONDUCT-O-FIL	UNITED STATES	3/5/1984	73/468,485	1/8/1985	1,312,905
GLASS FILL	UNITED STATES	4/2/2004	78/395,780	1/3/2006	3,038,525

MARK	COUNTRY	FILED	APPL#	REGDT	REG#
GLAS-SHOT	UNITED STATES	12/26/1957	72/043,040	4/12/1960	696,211
GLAS-SHOT	UNITED STATES	9/26/1963	72/177,766	1/25/1966	802,502
LASERLUX	UNITED STATES	2/28/1992	75/250,768	5/4/1993	1,769,201
LUXSIL	UNITED STATES	2/17/1995	74/635,621	1/9/1996	1,946,933
MICROBEADS	UNITED STATES	8/29/1969	72/336,635	10/12/1971	921,789
MICROBEADS	UNITED STATES	9/11/1969	72/337,633	10/5/1971	921,573
MICROBEADS	UNITED STATES	7/14/1971	72/397,324	1/16/1973	950,699
ONG	UNITED STATES	01/17/2012	85/517,909	9/18/2012	4,211,651
Q-CEL	UNITED STATES	6/30/1971	396,277	2/22/1972	929,404
SPEEDBEADER	UNITED STATES	1/6/2006	78/786,410	10/23/2007	3,320,926
SPHERICEL	UNITED STATES	2/14/1989	78 1,251	5/21/1991	1,645,687
SPHERIGLASS	UNITED STATES	3/7/1980	73/252,903	11/10/1981	1,177,309
ULTRA 19	UNITED STATES	12/6/2007	77/345,323	12/15/2009	3,726,079
ULTRA GUARD	UNITED STATES	11/17/2009	77/874,079	7/06/2010	3,814,033
VISIBEAD	UNITED STATES	1/19/1988	73/705,954	9/6/1988	1,502,914
VISIGUN	UNITED STATES	1/26/1994	74/482,761	7/4/1995	1,903,374
VISLOK	UNITED STATES	12/2/2009	77/884,168	11/30/2010	3,884,188
VISIMAX	UNITED STATES	9/10/2007	77/978,539	4/0/2010	3,773,478
Z-CEL	UNITED STATES	3/11/2010	77/956,743	4/26/2011	3,952,217

* The VISIMAX mark is jointly owned by Potters Industries, LLC and Stoncor Group, Inc.
Potters Industries, LLC
Pending Trademark Applications

MARK	COUNTRY	FILED	APPL#	STATUS
GLASS FILL	UNITED STATES	11/21/2011	85/477,988	PENDING
POTTERS & Design	UNITED STATES	07/08/2011	85/366,682	PENDING
VISIBRIGHT	UNITED STATES	12/23/2011	85/502,830	ALLOWED

MARK	COUNTRY	FILED	APPL#	STATUS
VISIMAX PLUS	UNITED STATES	6/2/2011	85/336,254	PENDING

* The VISIMAX PLUS mark is jointly owned by Pottery Industries, LLC and Stoncor Group, Inc.

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TRADEMARK

REEL: 005786 FRAME: 0970

RECORDED: 05/05/2016