TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386308

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Term)
SEQUENCE:	6

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Potters Industries LLC		05/04/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as collateral agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	0815582	BALLOTINI
Registration Number:	4399426	BALLOTINI BLASTER BEADS
Registration Number:	1312905	CONDUCT-O-FIL
Registration Number:	3038525	GLASS FILL
Registration Number:	4270807	GLASS FILL
Registration Number:	0696211	GLAS-SHOT
Registration Number:	0802502	GLAS-SHOT
Registration Number:	1769201	LASERLUX
Registration Number:	1946933	LUXSIL
Registration Number:	4542244	MEDISPHERE
Registration Number:	0921789	MICROBEADS
Registration Number:	0921573	MICROBEADS
Registration Number:	0950699	MICROBEADS
Registration Number:	4211651	ONG
Registration Number:	4422357	POTTERS
Registration Number:	0929404	Q-CEL
Registration Number:	3320926	SPEEDBEADER
Registration Number:	1645687	SPHERICEL

OP $815.00 0815582

Property Type	Number	Word Mark
Registration Number:	1177309	SPHERIGLASS
Registration Number:	3726079	ULTRA 1.9
Registration Number:	3814033	ULTRA GUARD
Registration Number:	1502914	VISIBEAD
Registration Number:	4358138	VISIBRIGHT
Registration Number:	1903374	VISIGUN
Registration Number:	3884188	VISILOK
Registration Number:	3773478	VISIMAX
Registration Number:	4313701	VISIMAX PLUS
Registration Number:	4472102	VISISKID
Registration Number:	4882731	VISITAPE
Registration Number:	4583465	VISI-ULTRA
Registration Number:	3952217	Z-CEL
Serial Number:	86136334	VISI-ULTRA

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049133-0144 (term)
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	06/01/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 4, 2016, (this "**Agreement**"), among PQ Corporation, a Pennsylvania corporation, Eco Services Operations Corp., a Delaware corporation and Potters Industries, LLC, a Delaware limited liability company (each, a "**Grantor**") and Credit Suisse AG, Cayman Islands Branch ("**CS**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain Term Loan Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation ("**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "**Trademark Collateral**"):

A. all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof, including those registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all renewals of the foregoing;

C. all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof;

D. all rights to sue for past, present, and future infringements and dilutions thereof, including the right to settle suits involving claims and demands for royalties owing; and

E. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For the avoidance of doubt, the Collateral excludes any intent-to-use trademark or service mark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only 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 intent-to-use application under applicable federal law.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

PQ CORPORATION

By:_____
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

ECO SERVICES OPERATIONS CORP.
POTTERS INDUSTRIES, LLC

By:_____
Name: Joseph S. Koscinski
Title: Vice President, General Counsel and Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: _____
Name: Warren Van Heyst
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

OWNER	REGISTRATION NUMBER	DESCRIPTION
PQ Corporation	509,700	"A"
PQ Corporation	509,701	"G"
PQ Corporation	526,917	"GD"
PQ Corporation	129,525	"K"
PQ Corporation	2,573,354	"L"
PQ Corporation	506,737	"N"
PQ Corporation	506,738	"O"
PQ Corporation	507,666	"SS"
PQ Corporation	2,569,790	"V"
PQ Corporation	506,736	“M"
PQ Corporation	2,291,491	ADVERA
PQ Corporation	2,626,501	AGSIL
PQ Corporation	3,817,359	ALPHACAT
PQ Corporation	794,289	BRITESIL
PQ Corporation	3,073,593	BRITESORB
PQ Corporation	2,700,135	COOL
PQ Corporation	2,670,146	ECODRILL
PQ Corporation	2,281,383	GO SOAK YOURSELF
PQ Corporation	398,704	KASIL
PQ Corporation	1,202,446	KASOLV
PQ Corporation	3,288,636	LITHISIL
PQ Corporation	2,109,859	MAGNAGROW
PQ Corporation	1,467,816	METALITE
PQ Corporation	898,540	METSO (typewritten)
PQ Corporation	832,792	METSO BEADS
PQ Corporation	872,397	METSO PENTABEAD
PQ Corporation	1,163,243	PQ Design (abstract logo)
PQ Corporation	4,091,844	PREXSIL
PQ Corporation	3,370,531	SIL-MATRIX
PQ Corporation	510,420	STARSO
PQ Corporation	1,196,032	VALFOR
Potters Industries, LLC	815,582	BALLOTINI
Potters Industries, LLC	4,399,426	BALLOTINI BLASTER BEADS

OWNER	REGISTRATION NUMBER	DESCRIPTION
Potters Industries, LLC	1,312,905	CONDUCT-O-FIL
Potters Industries, LLC	3,038,525	GLASS FILL
Potters Industries, LLC	4,270,807	GLASS FILL
Potters Industries, LLC	696,211	GLAS-SHOT
Potters Industries, LLC	802,502	GLAS-SHOT
Potters Industries, LLC	1,769,201	LASERLUX
Potters Industries, LLC	1,946,933	LUXSIL
Potters Industries, LLC	4,542,244	MEDISPHERE
Potters Industries, LLC	921,789	MICROBEADS
Potters Industries, LLC	921,573	MICROBEADS
Potters Industries, LLC	950,699	MICROBEADS
Potters Industries, LLC	4,211,651	ONG
Potters Industries, LLC	4,422,357	POTTERS & Design
Potters Industries, LLC	929,404	Q-CEL
Potters Industries, LLC	3,320,926	SPEEDBEADER
Potters Industries, LLC	1,645,687	SPHERICEL
Potters Industries, LLC	1,177,309	SPHERIGLASS
Potters Industries, LLC	3,726,079	ULTRA 1.9
Potters Industries, LLC	3,814,033	ULTRA GUARD
Potters Industries, LLC	1,502,914	VISIBEAD
Potters Industries, LLC	4,358,138	VISIBRIGHT
Potters Industries, LLC	1,903,374	VISIGUN
Potters Industries, LLC	3,884,188	VISILOK
Potters Industries, LLC	3,773,478	VISIMAX*
Potters Industries, LLC	4,313,701	VISIMAX PLUS*
Potters Industries, LLC	4,472,102	VISISKID
Potters Industries, LLC	4,882,731	VISITAPE
Potters Industries, LLC	4,583,465	VISI-ULTRA
Potters Industries, LLC	3,952,217	Z-CEL

*The VISIMAX and VISIMAX PLUS marks are jointly owned by Potters Industries, LLC and Stoncor Group, Inc.

TRADEMARK APPLICATIONS

OWNER	APPLICATION NUMBER	DESCRIPTION

OWNER	APPLICATION NUMBER	DESCRIPTION
Potters Industries, LLC	85/831,763	CATAPHOTE
PQ Corporation	86/911,048	PQ
Potters Industries, LLC	86/136,334	VISI-ULTRA
Potters Industries, LLC	86/423,042	VISITHERM
Eco Services Operations Corp.	86/774,978	ECOSERVICES
Eco Services Operations Corp.	86/465,885	ECOSERVICES OPERATIONS