

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 |

TRADEMARK

| 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.

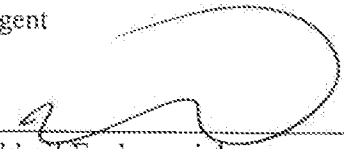
PQ CORPORATION

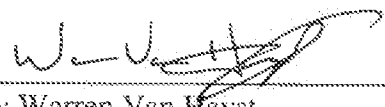
By: 
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

**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 |

Schedule I

NY17655008.4

TRADEMARK
REEL: 005804 FRAME: 0289

| 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 |

Schedule I

NY\7655008.4

RECORDED: 06/01/2016

**TRADEMARK
REEL: 005804 FRAME: 0291**