

04-26-2001



101687586

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

APR 13 2001

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type 4-13-01		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # []	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # [] Frame # []	<input type="checkbox"/> Corrective Document Reel # [] Frame # []	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year []
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other []	

Conveying Party Mark if additional names of conveying parties attached

Name [Oglebay Norton Industrial Sands, Inc.] Execution Date Month Day Year [04 03 00]

Formerly []

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization [California]

Receiving Party Mark if additional names of receiving parties attached

Name [KeyBank National Association, as agent]

DBA/AKA/TA []

Composed of []

Address (line 1) [127 Public Square]

Address (line 2) []

Address (line 3) [Cleveland] [Ohio] [44114]
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization []

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002279 FRAME: 0891

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1304497"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kathie J. Kopczyk

Kathie J. Kopczyk

April 12, 2001

Name of Person Signing

Signature

Date Signed

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

1. RECITALS.

OGLEBAY NORTON COMPANY, formerly known as Oglebay Norton Holding Company, a Delaware corporation (together with its successors and assigns, "Borrower"), as assignee of ON Marine Services Company, formerly known as Oglebay Norton Company ("Original Borrower"), is a party to the Credit Agreement, as hereinafter defined, with the financial institutions listed on Schedule 1 to the Credit Agreement (collectively, together with their respective successors and assigns, "Banks" and, individually, "Bank") and KEYBANK NATIONAL ASSOCIATION, as administrative agent for the Banks ("Agent"). OGLEBAY NORTON INDUSTRIAL SANDS, INC., a California corporation ("Pledgor"), desires that the Banks grant the financial accommodations to Borrower as described in the Credit Agreement.

Pledgor, a subsidiary of Borrower whose financing is provided by the Loans and Letters of Credit, as hereinafter defined, deems it to be in the direct pecuniary and business interests of Pledgor that Borrower obtain from the Banks the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

Pledgor understands that the Banks are willing to grant such financial accommodations to Borrower pursuant to the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of the Banks, a security interest in and an assignment of the Collateral, as hereinafter defined, and this Collateral Assignment and Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation granted to Borrower by the Banks and for other valuable considerations.

2. DEFINITIONS. As used herein, the following terms shall have the following meanings:

2.1. "Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state, including, but not limited to, those listed on Schedule A hereto (as such Schedule A may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing.

2.2. "Credit Agreement" shall mean the Credit Agreement, dated as of May 15, 1998, as amended and restated as of April 3, 2000, executed by and among Borrower, Agent and the Banks (as the same may from time to time be further amended, restated or otherwise modified).

2.3. "Debt" shall mean, collectively, (a) all Loans and Letters of Credit; (b) all other indebtedness now owing or hereafter incurred by Borrower or Original Borrower to Agent or any

Bank pursuant to the Credit Agreement and any Note executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable by Borrower to Agent or any Bank pursuant to the Credit Agreement; (e) all obligations and liabilities now existing or hereafter incurred to Agent or any Bank under, arising out of, or in connection with any Hedge Agreement; (f) all amounts payable by Borrower to Agent or any Bank pursuant to the Credit Agreement or any Related Writing; and (g) all Related Expenses.

2.4. "Hedge Agreement" shall mean any currency swap or hedge agreement, interest rate swap, cap, collar or floor agreement, or other interest rate management device entered into by Borrower or Original Borrower with Agent or any of the Banks, or any of their respective affiliates in connection with the Debt.

2.5. "Letter of Credit" shall mean any Letter of Credit, as defined in the Credit Agreement, issued pursuant to the Credit Agreement.

2.6. "Loan" shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

2.7. "Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

2.8. "Related Expenses" shall mean any and all reasonable costs, liabilities, and expenses (including, without limitation, losses, damages, penalties, claims, actions, reasonable attorneys' fees, legal expenses, judgments, suits, and disbursements) (a) incurred by, imposed upon, or asserted against, Agent or any Bank in any attempt by Agent or any Bank to (i) obtain, preserve, perfect, or enforce any security interest evidenced by this Agreement, the Credit Agreement or any Related Writing, as defined in the Credit Agreement; (ii) obtain payment, performance, and observance of any and all of the Debt; or (iii) maintain, insure, audit, collect, preserve, repossess, and dispose of any of the Collateral or any other collateral securing the Debt, including, without limitation, costs and expenses for appraisals, assessments, and audits of Pledgor or any such collateral; or (b) incidental or related to (a) above, including, without limitation, interest thereupon from the date incurred, imposed, or asserted until paid at the Default Rate, as defined in the Credit Agreement.

Except as specifically defined herein, all capitalized terms used herein that are defined in the Credit Agreement shall have the meanings ascribed to them in the Credit Agreement. Unless otherwise defined in this Section 2, terms that are defined in Chapter 1309 of the Ohio Revised Code, as in effect from time to time, are used herein as so defined.

3. **GRANT OF ASSIGNMENT AND SECURITY INTEREST.** In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Agent, for the benefit of the Banks, shall at all times have, and hereby grants to Agent, for the benefit of the

Banks, a security interest in and assignment of all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

4. **WARRANTIES AND REPRESENTATIONS.** Pledgor represents and warrants to Agent and the Banks that each of the following statements is true and complete:

(a) Pledgor owns the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

(b) The Collateral is valid and enforceable.

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any third person.

(d) Except for the liens granted in this Agreement or permitted by the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third persons.

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

(f) Pledgor has used, and will continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect.

5. **RIGHT TO USE.** Unless and until there shall have occurred an Event of Default (as that term is defined in Section 8 of this Agreement), Agent and the Banks, to the extent permitted by law, hereby grants to Pledgor the exclusive, royalty-free, world-wide, nontransferable right and license to use the Collateral on and in connection with products manufactured, distributed, or both by or in connection with products sold by Pledgor, for Pledgor's sole benefit and account and for none other. Pledgor shall not enter into any agreement which is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any sublicense under, the license granted to Pledgor hereunder, without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. **RIGHT TO INSPECT.** Pledgor hereby grants to Agent and its employees and agents the right, during regular business hours, to visit Pledgor's plants and facilities or the plants and facilities of any subcontractors which manufacture, inspect, sell or store products sold under any of the Collateral, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours, at Pledgor's expense.

7. STANDARD PATENT AND TRADEMARK USE.

Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. EVENT OF DEFAULT.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

(i) If an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; or

(ii) If Pledgor shall fail to perform any obligation of Pledgor to be performed under this Agreement and the same shall not have been fully corrected within thirty (30) days after the giving of written notice thereof to Pledgor by Agent.

(b) If any Event of Default shall have occurred, Pledgor irrevocably authorizes and empowers Agent, on behalf of the Banks, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest which Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Agent shall apply the residue of such proceeds against payment of the Debt for the benefit of the Banks. Any remainder of the proceeds, after payment in full of the Debt, shall be distributed in accordance with the Chapter 1309 of the Ohio Revised Code. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least five (5) business days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

9. TERMINATION. At such time as the Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Banks, this Agreement shall terminate and Agent shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. **MAINTAINING COLLATERAL, ATTORNEYS' FEES, COSTS AND EXPENSES.**

Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent and the Banks in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Agent, and, until so paid, shall be added to the principal amount of the Debt.

11. **PLEDGOR'S OBLIGATIONS TO PROSECUTE.** Except as otherwise agreed to by Agent in writing, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

12. **AGENT'S RIGHTS TO ENFORCE.** Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent and the Banks shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Agent and the Banks for all damages, costs and expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 12, in the event Agent and the Banks elect to join in any such action commenced by Pledgor.

13. **POWER OF ATTORNEY.** Pledgor hereby authorizes and empowers Agent, on behalf of the Banks, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. **AGENT'S RIGHT TO PERFORM OBLIGATIONS.** If Pledgor fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Banks, may, but is not obligated to, do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent on demand in full for all expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

15. **ADDITIONAL DOCUMENTS.** Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

16. **NEW COLLATERAL.** If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule A as of the date hereof and Pledgor shall give Agent prompt written notice thereof.

17. **MODIFICATION FOR NEW COLLATERAL.** Pledgor hereby authorizes Agent to modify this Agreement by amending Schedule A to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at Agent's request, Pledgor shall execute any documents or instruments required by Agent in order to modify this Agreement as provided in this Section 17, provided that any such modification to Schedule A shall be effective without the signature of Pledgor.

18. **NO WAIVER.** No course of dealing between Pledgor and Agent and the Banks, nor any failure to exercise, nor any delay in exercising, on the part of Agent or the Banks, any right, power or privilege hereunder, under any of the Loan Documents, or any other document executed in connection with any of the foregoing shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. **MAXIMUM LIABILITY OF PLEDGOR.**

19.1. Pledgor's Liability Limited in Amount. Subject to subsection 19.5 hereof, but otherwise notwithstanding anything to the contrary contained in this Agreement, the maximum amount of the Debt secured by this Agreement shall not exceed the sum of (a) that portion of the Loans and Letters of Credit the proceeds of which are used by Borrower to make Valuable Transfers (as hereinafter defined) to Pledgor, plus (b) ninety-five percent (95%) of the Adjusted Net Worth (as hereinafter defined), but only to the extent that the Adjusted Net Worth is a positive number, of Pledgor at the date of this Agreement.

19.2. Definition of Terms Used in Section 19. For purposes of this Section 19:

"Adjusted Net Worth" shall mean, as of any date of determination thereof, the excess of (a) the amount of the fair saleable value (or fair valuation, if relevant under applicable law) of the assets of Pledgor as of the date of such determination, determined in accordance with applicable

federal and state laws governing determinations of insolvency of debtors, over (b) the amount of all liabilities of Pledgor, contingent or otherwise, as of the date of such determination, determined in accordance with applicable federal and state law as referenced in the preceding clause (a), and in all events prior to giving effect to Valuable Transfers.

“Incurred Amount” shall mean the maximum amount for which Pledgor may be liable under this Agreement (after giving effect to the incurring of the obligations under this Agreement and to any rights to contribution of Pledgor from other affiliates of Borrower) without rendering the rights to payment hereunder of Bank void, voidable or avoidable under any applicable fraudulent transfer law.

“Valuable Transfer” shall mean (a) all loans, advances or capital contributions made to Pledgor with proceeds of the Loans and Letters of Credit; (b) the fair market value of all property acquired with proceeds of the Loans and Letters of Credit and transferred to Pledgor; (c) the interest on and the fees in respect of the Loans and Letters of Credit, the proceeds of which are used to make such a Valuable Transfer; and (d) the value of any quantifiable economic benefits not included in clauses (a) through (c) above, but includable in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, accruing to Pledgor as a result of the Loans and Letters of Credit.

19.3. Debt May Exceed Pledgor’s Maximum Liability. Pledgor agrees that the Debt may at any time and from time to time exceed the maximum amount of the Debt secured by this Agreement without impairing this Agreement or affecting the rights and remedies of Agent or the Banks hereunder.

19.4. Pledgor’s Liability Not Reduced by Payments by Others. No payment or payments made by Borrower, Pledgor or any other Person or received or collected by Agent or the Banks from Borrower, Pledgor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Debt shall be deemed to modify, reduce, release or otherwise affect the amount of the Debt secured by this Agreement and this Agreement shall, notwithstanding any such payment or payments (other than payments made to Agent or the Banks by Pledgor or payments received or collected by Agent or the Banks from Pledgor), secure the Debt up to the maximum amount of the Debt secured by this Agreement as set forth above until the Debt is indefeasibly paid in full in cash.

19.5. Adjustments to Maximum Liability. Anything in this Section 19 to the contrary notwithstanding, in no event shall the amount of the Debt secured by this Agreement as set forth in subsections 19.1 through 19.4 hereof exceed the Incurred Amount; and further provided that, if a greater amount of the Debt than the maximum liability set forth in this Section 19, (a) could be secured by Pledgor as a result of an increase in Pledgor’s Adjusted Net Worth subsequent to the date of this Agreement, and (b) is equal to or less than the Incurred Amount, then the amount of Pledgor’s maximum liability calculated in subsection 19.1 hereof shall be calculated based upon Pledgor’s Adjusted Net Worth on such later date, rather than the date of execution of this Agreement.

20. **REMEDIES CUMULATIVE.** All of the rights and remedies of Agent and the Banks with respect to the Collateral, whether established hereby or by any other Loan Document, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. **SEVERABILITY.** The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. **MODIFICATIONS.** This Agreement may be amended or modified only by a writing signed by the parties hereto, except as provided in Section 17 above. In the event that any provision herein is deemed to be inconsistent with any provision of any other Loan Documents (except the Credit Agreement) relating to the Collateral, the provisions of this Agreement shall control.

23. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

24. **NOTICE.** All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page to this Agreement, if to Agent or a Bank, mailed or delivered to it, addressed to the address of Agent or such Bank specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be given by overnight delivery or first class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices pursuant to any of the provisions hereof shall not be effective until received.

25. **GOVERNING LAW/JURISDICTION.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby consents to the personal jurisdiction of the state and federal courts of the State of Ohio in connection with any controversy related to this Agreement, waives any argument that venue in such forums is not convenient and agrees that any litigation initiated by Pledgor against Agent or any Bank shall be venued in the State or Federal District Courts of Ohio.

[Remainder of page intentionally left blank.]

26. JURY TRIAL WAIVER. PLEDGOR, AGENT AND THE BANKS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG AGENT, THE BANKS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER AGREEMENT, INSTRUMENT OR DOCUMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 3rd day of April, 2000.

Address: 1100 Superior Avenue
Cleveland, Ohio 44114
Attention: Treasurer

OGLEBAY NORTON INDUSTRIAL
SANDS, INC.

By: Michael F. Brill
Title: Treasurer

KEYBANK NATIONAL ASSOCIATION,
as Agent

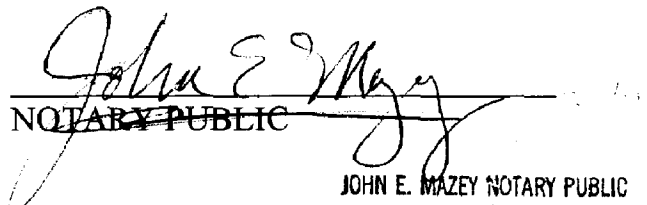
By: Frank J. Vincent
Title: Vice President

ACKNOWLEDGMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Michael F. Biehl, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said OGLEBAY NORTON INDUSTRIAL SANDS, INC., a California corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

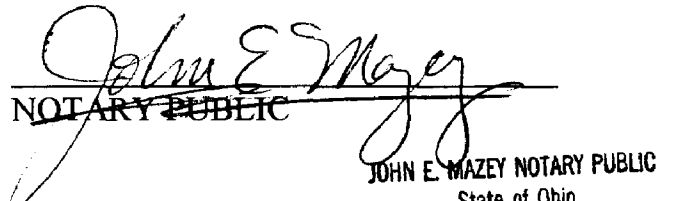
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of April, 2000.


~~NOTARY PUBLIC~~
JOHN E. MAZEY NOTARY PUBLIC
State of Ohio
My Commission Has No Expiration

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Frank J. Jancar known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, a national banking association, and that he executed the same as the act of such national banking association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of April, 2000.


~~NOTARY PUBLIC~~
JOHN E. MAZEY NOTARY PUBLIC
State of Ohio
My Commission Has No Expiration

SCHEDULE A

Trademark Name	Country or State Registration No.	Registration Date	Class (if listed)
TEXSAN & Design	US 1,304,497	11/13/84	001
Colorado Silica Sand, Inc.	CO 19981059871	3/31/98	