

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PQ Corporation		11/08/2012	CORPORATION: PENNSYLVANIA
Potters Industries, LLC		11/08/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Administrative Agent
Street Address:	Rodney Square North, 1100 N. Market St.
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Association: UNITED STATES

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
Registration Number:	3817359	ALPHACAT

OP \$1540.00 509700

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

	1645687	SPHERICEL
Registration Number:	1177309	SPHERIGLASS
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 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

ATTORNEY DOCKET NUMBER:	38257
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/28/2012

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated November 8, 2012, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Wilmington Trust, National Association, as Collateral Agent (together with its successor in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, CPQ MIDCO I Corporation, a Delaware corporation, and PQ Corporation, a Pennsylvania corporation, have entered into the Indenture dated as of November 8, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), with Wilmington Trust, National Association as trustee and the Collateral Agent. Terms defined in the Indenture or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Indenture or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, each Grantor has executed and delivered that certain Security Agreement dated November 8, 2012 among the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in 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 impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and

applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copy-
rights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations 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;

(v) 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

(vi) 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;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth

in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Intercreditor Agreement, Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this IP Security Agreement and the exercise of certain rights and remedies by the Collateral Agent hereunder are subordinated and subject to the provisions of that certain Intercreditor Agreement, dated as of November 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement"), among Holdings, the Issuer, the other Pledgors from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, in its capacity as the initial First Lien Agent, and Wilmington Trust, National Association, in its capacity as the initial Second Lien Collateral Agent thereunder. In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 7. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE STATE, COUNTY AND CITY OF NEW YORK AND OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE UNDERSIGNED OR ANY OTHER GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY

IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) [RESERVED].

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PQ CORPORATION

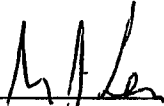
By: WJ Sichko, Jr.
Name: William J. Sichko, Jr.
Title: Chief Administrative Officer,
Secretary and Vice President

POTTERS INDUSTRIES, LLC

By: WJ Sichko, Jr.
Name: William J. Sichko, Jr.
Title: Chief Administrative Officer,
Secretary and Vice President

[Second Lien Intellectual Property Security Agreement Signature Page]

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**
as Collateral Agent

By:  _____
Name: Geoffrey J. Lewis
Title: Assistant Vice President

[Signature Page to Intellectual Property Second Lien Security Agreement]

Trademarks

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

MARK	COUNTRY	FILED	APPL#	REGDT	REG#
MAGNAGROW	UNITED STATES	4/4/1996	75/083,514	10/28/1997	2,109,859
METALITE	UNITED STATES	12/11/1985	73/572,886	12/8/1987	1,467,816
METSO (typewritten)	UNITED STATES	10/20/1969	72/341,099	9/15/1970	898,540
METSO BEADS	UNITED STATES	6/30/1966	72/249,354	8/1/1967	832,792
METSO 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
GLAS-SHOT	UNITED STATES	12/26/1957	72/043,040	4/12/1960	696,211

MARK	COUNTRY	FILED	APPL#	REGDT	REG#
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 1.9	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
VISIOK	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
VISIMAX PLUS	UNITED STATES	6/2/2011	85/336,354	PENDING

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