

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Potters Industries Inc.		07/30/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Administrative Agent and Collateral Agent:

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	368247	CATAPHOTE
Registration Number:	696211	GLAS-SHOT
Registration Number:	1502914	VISIBEAD
Registration Number:	2803713	LUMINIGHT
Registration Number:	802502	GLAS-SHOT
Registration Number:	815582	BALLOTINI
Registration Number:	950699	MICROBEADS
Registration Number:	921789	MICROBEADS
Registration Number:	883662	ALERT
Registration Number:	3038525	GLASS FILL
Registration Number:	1177309	SPHERIGLASS
Registration Number:	1903374	VISIGUN
Registration Number:	1645687	SPHERICEL
Registration Number:	3148383	RETROTECH

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Registration Number:	1769201	LASERLUX
Registration Number:	1946933	LUXSIL
Registration Number:	1312905	CONDUCT-O-FIL
Registration Number:	2417722	BRITE-BLEND
Registration Number:	2463617	AQUA-BRITE
Registration Number:	2469333	THERMO-BRITE
Registration Number:	2468585	EPOXY-BRITE
Registration Number:	929959	GOLD DIGGER
Registration Number:	857709	BLAST-O-LITE
Registration Number:	921573	MICROBEADS
Serial Number:	78277848	BALLOTINI BLASTER

CORRESPONDENCE DATA

Fax Number: (650)470-4570
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-470-4524
Email: thu@skadden.com
Correspondent Name: Teresa Hu
Address Line 1: 525 University Drive, Suite 1100
Address Line 4: Palo Alto, CALIFORNIA 94301

ATTORNEY DOCKET NUMBER:	698510/158
NAME OF SUBMITTER:	Teresa Hu
Signature:	/Teresa Hu/
Date:	08/30/2007

Total Attachments: 6
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SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 30, 2007, is made by Potters Industries Inc., a New York corporation having a principal place of business at 1200 West Swedesford Road, Berwyn, PA 19312 (the "Grantor"), in favor of UBS AG, Stamford Branch, having offices at 677 Washington Boulevard, Stamford, CT 06901, as administrative agent and collateral agent (the "Collateral Agent") for the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of July 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CPQ MIDCO I Corporation, CPQ MIDCO II Corporation, the rights and obligations of which thereunder are to be assumed by NIAGARA Holdings, Inc., the rights and obligations of which thereunder are to be assumed by PQ Corporation, the Collateral Agent, the Lenders, Goldman Sachs Credit Partners L.P., as syndication agent and Lehman Commercial Paper Inc., as documentation agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, among other grantors, has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of July 30, 2007, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the ratable benefit of the Collateral Agent, the Administrative Agent and the Lenders (and any affiliates of any Lender to which obligations under the Borrower Hedge Agreements or Borrower Cash Management Obligations are owing), a security interest in all of its Intellectual Property, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor agrees, with the Collateral Agent for the ratable benefit of the Collateral Agent, the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby grants and confirms that pursuant to the Security Agreement it granted to the Collateral Agent, for the ratable benefit of the Collateral Agent, the Administrative Agent and the Lenders (and any affiliates of any Lender to which obligations under the Borrower Hedge Agreements or Borrower Cash Management Obligations are owing), a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations: (i) all of Grantor's trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all United States common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I, and (ii) the right to obtain all renewals thereof (collectively, the "Trademarks"), all written United States license agreements providing for the grant by or to Grantor of any right to use any trademark, including, without limitation, any of the foregoing referred to in Schedule I hereto (collectively, "Trademark Licenses"), and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided, however, that notwithstanding any of the other provisions set forth hereunder, this Agreement shall not constitute a grant of a security interest in (i) any leasehold interest in real Property, (ii) any Vehicles, (iii) any Property to the extent that such grant of a security interest is prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, lien, agreement, instrument or other document constituting, evidencing or giving rise to such Property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, license, lien, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law, (iv) Property of Holdings acquired after the date hereof, other than Proceeds of the Collateral granted by Holdings as of the date hereof or additional Investment Property consisting of Capital Stock of the Parent Borrower, (v)

any Foreign Subsidiary Capital Stock which is specifically excluded from the definition of Pledged Stock by virtue of the proviso contained in such definition, (vi) any Property that would be otherwise be included in the Collateral if and to the extent such Property is subject to a Lien permitted by clauses (f), (w) and (dd) of Section 6.2 of the Credit Agreement or securing Indebtedness permitted by Section 6.1(c) of the Credit Agreement or if and to the extent such Property is the subject of a sale and leaseback transaction permitted by Section 6.9 of the Credit Agreement, (vii) any interest in joint ventures and non-wholly owned Subsidiaries which cannot be pledged without the consent of one or more third-parties, (viii) any interest in Immaterial Subsidiaries, (ix) applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall automatically be subject to the Lien granted herein and deemed included in the Collateral as and to the extent provided herein, (x) assets as to which the Collateral Agent and the Parent Borrower reasonably determine that the burden or cost of obtaining a security interest therein or perfection thereof outweighs the benefits to the Lenders of the security to be afforded thereby and (xi) any Proceeds, substitutions or replacements of any Property described in the foregoing proviso. It is hereby understood and agreed that any Property described in the preceding proviso, and any Property that is otherwise expressly excluded from this Section 2, shall be excluded from the definition of "Trademark Collateral."

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law: This Agreement will be governed by the internal laws of the State of New York (without regard to conflicts of laws principles thereof).

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

POTTERS INDUSTRIES INC.

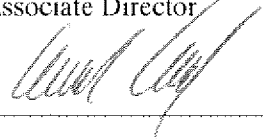
By: James P. Cox
Name: James P. Cox
Title: Chief Financial Officer and
Treasurer

[Signature Page -- Second Lien Trademark Notice --Potters Industries]

TRADEMARK
REEL: 003612 FRAME: 0750

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Mary E. Evans
Title: Associate Director

By: 
Name:
Title: Michael Cerniglia
Director
Banking Products
Services, US

SCHEDULE I

POTTERS INDUSTRIES INC. - TRADEMARKS

REGISTRATION #	REGISTRATION DATE	TRADEMARK
368,247	6 /13/1939	CATAPHOTE
696,211	4/12/1960	GLAS-SHOT
1,502,914	9 /6 /1988	VISIBEAD
2,803,713	1 /6 /2004	LUMINIGHT
802,502	1 /25/1966	GLAS-SHOT
815,582	9 /20/1966	BALLOTINI
950,699	1 /16/1973	MICROBEADS
921,789	10/12/1971	MICROBEADS
883,662	1 /6 /1970	ALERT
3,204,366	1/30/2007	BALLOTINI BLASTER
3,038,525	1 /3 /2006	GLASS FILL
1,177,309	11/10/1981	SPHERIGLASS
1,903,374	7 /4 /1995	VISIGUN
1,645,687	5/21/1991	SPHERICEL
3,148,383	9 /26/2006	RETROTECH
1,769,201	5 /4 /1993	LASERLUX
1,946,933	1 /9 /1996	LUXSIL
1,312,905	1 /8 /1985	CONDUCT-O-FIL
921,573	10/5 /1971	MICROBEADS
2,417,722	1/2/2001	BRITE-BLEND
2,463,617	6/26/2001	AQUA-BRITE
2,469,333	7/17/2001	THERMO-BRITE
2,468,585	7/10/2001	EPOXY-BRITE
909,959	1/12/1971	FLEX-O-LITE
857,709	10/1/1968	BLAST-O-LITE