

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agmt

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Potters Industries, LLC, a Delaware LLC		05/06/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	1111 Fannin, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Association: NEW YORK

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	0696211	GLAS-SHOT
Registration Number:	1502914	VISIBEAD
Registration Number:	0802502	GLAS-SHOT
Registration Number:	0815582	BALLOTINI
Registration Number:	0950699	MICROBEADS
Registration Number:	0921789	MICROBEADS
Registration Number:	3204366	BALLOTINI BLASTER
Registration Number:	3038525	GLASS FILL
Registration Number:	1177309	SPHERIGLASS
Registration Number:	1903374	VISIGUN
Registration Number:	1645687	SPHERICEL
Registration Number:	3148383	RETROTECH
Registration Number:	1769201	LASERLUX
Registration Number:	1946933	LUXSIL

TRADEMARK

900191946

REEL: 004541 FRAME: 0752

OP \$640.00 0696211

Registration Number:	1312905	CONDUCT-O-FIL
Registration Number:	0921573	MICROBEADS
Registration Number:	0929404	Q-CEL
Registration Number:	3320926	SPEEDBEADER
Registration Number:	3726079	ULTRA 1.9
Registration Number:	3814033	ULTRA GUARD
Registration Number:	3884188	VISILOK
Registration Number:	3773478	VISIMAX
Registration Number:	3952217	Z-CEL
Registration Number:	0905959	FLEX-O-LITE
Registration Number:	0929959	GOLD DIGGER

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Lien Solutions
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	05/16/2011

Total Attachments: 8
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated May 6, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Potters Holdings II, L.P., a Delaware limited partnership, has entered into a Second Lien Credit Agreement dated as of May 6, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Potters Holdings, L.P., an exempted limited partnership registered under the laws of the Cayman Islands, Potters Holdings II GP, LLC, a Delaware limited liability company, Potters Holdings GP, Ltd., a Cayman Islands exempted company, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated May 6, 2011, made by the Grantors to JPMorgan Chase Bank, N.A. as the collateral agent (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 ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof 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 ratable 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) all United States patents and patent applications identified in Schedule A hereto, including, without limitation, (A) all inventions and improvements described and claimed therein, (B) the right to sue or otherwise recover for any and all past, present and future infringements and

misappropriations thereof, (C) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (D) all other rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(ii) all United States trademarks and service marks identified in Schedule B hereto, including, without limitation, (A) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (B) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (C) all other rights corresponding thereto and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers; and;

(iii) all United States copyright registrations identified in Schedule C hereto, including, without limitation, (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof and (C) the right to sue or otherwise recover for past, present and future infringements and misappropriations thereof.

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 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, liquidation or reorganization or similar proceeding involving a Loan Party.

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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

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

POTTERS INDUSTRIES, LLC

By: WJ Sichko, Jr.
Name: William J. Sichko, Jr.
Title: Secretary

**Schedule A to the
Intellectual Property Security Agreement**

POTTERS INDUSTRIES, LLC- ISSUED UNITED STATES PATENTS

TITLE	PATENT#	ISSUE DATE	STATUS
GALVANICALLY COMPATIBLE CONDUCTIVE FILLER USEFUL FOR ELECTROMAGNETIC SHIELDING AND CORROSION PROTECTION	5,286,416	2/15/1994	ISSUED
GALVANICALLY COMPATIBLE CONDUCTIVE FILLER AND METHODS OF MAKING SAME	5,750,249	5/12/1998	ISSUED
GALVANICALLY COMPATIBLE CONDUCTIVE FILLER AND METHODS OF MAKING SAME	5,399,432	3/21/1995	ISSUED
FREE-FLOWING CATALYST COATED BEADS FOR CURING POLYESTER RESIN	5,370,818	12/6/1994	ISSUED
DURABLE POLYMERIC DEPOSITS ON INORGANIC MATERIAL SUBSTRATE	5,580,657	12/3/1996	ISSUED
DURABLE COMPOSITE PARTICLE AND METHOD OF MAKING SAME	5,633,085	5/27/1997	ISSUED
ELECTROCONDUCTIVE COMPOSITION AND METHODS FOR PRODUCING SUCH COMPOSITION	6,010,646	1/4/2000	ISSUED
RETROREFLECTIVE ADHERENT PARTICLES AND THEIR USE	6,153,671	11/28/2000	ISSUED
ELECTROCONDUCTIVE COMPOSITION AND METHODS FOR PRODUCING SUCH COMPOSITION	6,241,914	6/5/2001	ISSUED
METHOD OF AND APPARATUS FOR APPLYING VISUAL INDICATION MEANS TO A SURFACE	6,796,740	9/28/2004	ISSUED
ELECTRICALLY CONDUCTIVE FLEXIBLE COMPOSITION, AND MATERIALS AND METHODS FOR MAKING SAME	6,533,963	3/18/2003	ISSUED
INORGANIC MICROSPHERES	7,846,994	12/7/2010	ISSUED
HIGH REFRACTIVE INDEX GLASS BEADS FOR HIGH RETROREFLECTIVITY SURFACES	7,045,475	5/16/2006	ISSUED
HIGHWAY MARKING SPHERE DISPENSING APPARATUS	7,429,146	9/30/2008	ISSUED
HIGHWAY MARKING SPHERE DISPENSING APPARATUS	7,654,770	2/2/2010	ISSUED
GLASS MICROSPHERES WITH	7,449,503	11/11/2008	ISSUED

**Schedule A to the
Intellectual Property Security Agreement**

A-2

TITLE	PATENT#	ISSUE DATE	STATUS
MULTIPLE BUBBLE INCLUSIONS			

POTTERS INDUSTRIES, LLC- PENDING/PUBLISHED UNITED STATES PATENT APPLICATIONS

TITLE	APPLICATION #	FILING DATE	STATUS
REFLECTIVE SUBSTRATE SURFACE SYSTEM, REFLECTIVE ASSEMBLY, AND METHOD OF IMPROVING THE VISIBILITY OF A SUBSTRATE SURFACE SYSTEM	12/428,117	4/22/2009	PUBLISHED
REFLECTIVE SUBSTRATE SURFACE SYSTEM, REFLECTIVE ASSEMBLY, AND METHOD OF IMPROVING THE VISIBILITY OF A SUBSTRATE SURFACE SYSTEM	13/020,904	2/4/2011	PENDING
RETROREFLECTIVE COATING AND METHOD FOR APPLYING A RETROREFLECTIVE COATING ON A STRUCTURE	12/262,641	10/31/2008	PUBLISHED

POTTERS INDUSTRIES, LLC- PENDING/PUBLISHED UNITED STATES PATENT APPLICATIONS

TITLE	APPLICATION #	FILING DATE	STATUS
REFLECTIVE SUBSTRATE SURFACE SYSTEM, REFLECTIVE ASSEMBLY, AND METHOD OF IMPROVING THE VISIBILITY OF A SUBSTRATE SURFACE SYSTEM	12/428,117	4/22/2009	PUBLISHED
REFLECTIVE SUBSTRATE SURFACE SYSTEM, REFLECTIVE ASSEMBLY, AND METHOD OF IMPROVING THE VISIBILITY OF A SUBSTRATE SURFACE SYSTEM	13/020,904	2/4/2011	PENDING
RETROREFLECTIVE COATING AND METHOD FOR APPLYING A RETROREFLECTIVE COATING ON A STRUCTURE	12/262,641	10/31/2008	PUBLISHED

**Schedule B to the
Intellectual Property Security Agreement**

POTTERS INDUSTRIES, LLC - UNITED STATES TRADEMARKS

REGISTRATION #	REGISTRATION DATE	TRADEMARK
696,211	4/12/1960	GLAS-SHOT
1,502,914	9/6/1988	VISIBEAD
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
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
929,404	2/22/1972	Q-CEL
3,320,926	10/23/2007	SPEEDBEADER
3,726,079	12/15/2009	ULTRA 1.9
3,814,033	7/06/2010	ULTRA GUARD
3,884,188	11/30/2010	VISILOK
3,773,478	4/6/2010	VISIMAX*
3,952,217	4/26/2011	Z-CEL
905,959	1/12/71	FLEX-O-LITE
929,959	2/29/1972	GOLD DIGGER

* Co-owned with Stoncor Group, Inc.

**Exhibit C to the
Intellectual Property Security Agreement**

POTTERS INDUSTRIES, LLC - REGISTERED COPYRIGHTS

TITLE	AUTHOR/OWNER	REG. NUMBER	REG. DATE
Silver coated glass spheres: a low cost alternative to pure silver in conductive and shielding applications	Potters Industries, LLC	TX875296	3/15/1982
Highway safety, 1981: the problems, the results, the future	Gerald P. Balcar, Nicholas D. Nedas, Anita W. Ward/Potters Industries, LLC (employer for hire)	TX841790	9/17/1981
Technical quality solid glass spheres for industrial and scientific applications	Potters Industries, LLC	TX732334	7/01/1981
Road markings as an alcohol countermeasure in traffic safety: a field test of standard and wide edgelines	Potters Industries, LLC	TX721099	7/01/1981
Potters Industries, Inc.	Potters Industries, LLC	TX721098	7/01/1981
Glass beads: the energy-efficient, environmentally pure method of cleaning and finishing metal	Potters Industries, LLC	TX517111	7/25/1980