

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
Grinding and Sizing Company LLC		12/14/2012	LIMITED LIABILITY COMPANY: DELAWARE
Prince Minerals, Inc.		12/14/2012	CORPORATION: DELAWARE
IGC Technologies, LLC		12/14/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT
Street Address:	111 W. Monroe St.
Internal Address:	20th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3924340	HORIZONTAL BEADS
Registration Number:	1902265	PRINCE
Registration Number:	3411348	PRINCE
Registration Number:	3321115	GLASSOX
Registration Number:	3168380	PYROLOX
Registration Number:	2334660	CHROMOX
Registration Number:	2310942	MAGNAFLOAT
Registration Number:	2279313	BRICKOX
Registration Number:	1088421	GRANUSOL
Registration Number:	3608838	REDCAST

OP \$640.00 3924340

Registration Number:	3608837	BLACKCAST
Registration Number:	3605715	CHROMECAST
Registration Number:	3605716	ZIR-CAST
Registration Number:	3608839	PYRITEMAX
Registration Number:	3726406	SURECAST
Registration Number:	3953410	LIGNIN LS-50
Registration Number:	3950463	BRICKMAX
Registration Number:	3950461	SURE START
Registration Number:	3950464	PRINCESEAL
Registration Number:	2702268	IGC TECHNOLOGIES
Registration Number:	2541388	METALLPUR
Registration Number:	1880296	VEINSEAL
Serial Number:	85615137	MUD PLANT
Serial Number:	85753588	FIBERFLUID
Serial Number:	85753585	PRONTO PLUG

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F142644
NAME OF SUBMITTER:	MEGAN M. TEIXEIRA
Signature:	/MEGAN M. TEIXEIRA/
Date:	12/14/2012

Total Attachments: 5

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of December 14, 2012 (this “Agreement”), made by PRINCE MINERALS, INC. a Delaware corporation, GRINDING AND SIZING COMPANY LLC, a Delaware limited liability company, and IGC TECHNOLOGIES, INC, a Delaware limited liability company (each, a “Pledgor” and collectively, the “Pledgors”), in favor of BANK OF MONTREAL, as administrative agent (the “Administrative Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of December 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among PMHC I, Inc., Prince Mineral Holding Corp. (the “Borrower”), each subsidiary of the Borrower party thereto and the Administrative Agent. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(i) all United States Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. ***Recordation.*** This Agreement has been executed and delivered by each Pledgor for the purpose of, among other things, recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks, and any other applicable government officer record this Agreement.

SECTION 4. ***Collateral Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

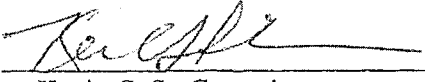
SECTION 6. ***Termination.*** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Collateral Agreement, at the applicable Pledgor's expense, execute and deliver to any Pledgor as such Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Administrative Agent shall, at the applicable Pledgor's expense, reasonably cooperate with any efforts made by a Pledgor to make a record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 7. ***Governing Law.*** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY 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.

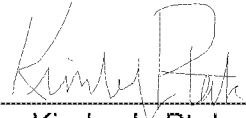
PRINCE MINERALS, INC.
GRINDING AND SIZING COMPANY
LLC
IGC TECHNOLOGIES, LLC

By: 
Name: Kevin C. St. Germaine
Title: Chief Financial Officer

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004919 FRAME: 0486

BANK OF MONTREAL, as
Administrative Agent,

By 

Name: Kimberly Ptak
Title: Vice President

Schedule I
to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Grinding and Sizing Company LLC	Horizontal Beads	3,924,340	02/22/2011
Prince Minerals, Inc.	PRINCE & Crown (words & design)	1902265	07/04/1995
Prince Minerals, Inc.	PRINCE & Crown (words & design)	3411348	04/15/2008
Prince Minerals, Inc.	GLASSOX (words only)	3321115	10/23/2007
Prince Minerals, Inc.	PYROLOX (words only)	3168380	11/07/2006
Prince Minerals, Inc.	CHROMOX (words only)	2334660	03/28/2000
Prince Minerals, Inc.	MAGNAFLOAT (words only)	2310942	01/25/2000
Prince Minerals, Inc.	BRICKOX (words only)	2279313	09/21/1999
Prince Minerals, Inc.	GRANUSOL (words only)	1088421	04/04/1978
Prince Minerals, Inc.	REDCAST (words only)	3608838	04/21/2009
Prince Minerals, Inc.	BLACKCAST (words only)	3608837	04/21/2009
Prince Minerals, Inc.	CHROMECAST (words only)	3605715	04/14/2009
Prince Minerals, Inc.	ZIR-CAST (words only)	3605716	04/14/2009
Prince Minerals, Inc.	PYRITEMAX (words only)	3608839	04/21/2009
Prince Minerals, Inc.	SURECAST (words only)	3726406	12/15/2009
Prince Minerals, Inc.	Lignin LS-50 (words only)	3953410	05/03/2011
Prince Minerals, Inc.	BRICKMAX (words only)	3950463	04/26/2011
Prince Minerals, Inc.	SureStart (words only)	3950461	04/26/2011
Prince Minerals, Inc.	PRINCESEAL (words only)	3950464	04/26/2011
IGC Technologies, LLC	IGC TECHNOLOGIES (words & design)	2702268	04/01/2003
IGC Technologies, LLC	METALLPUR (words only)	2541388	02/19/2002
IGC Technologies, LLC	VEINSEAL (words only)	1880296	02/28/1995

U.S. TRADEMARK APPLICATIONS

<u>APPLICANT</u>	<u>TITLE</u>	<u>APPLICATION NUMBER</u>
Grinding and Sizing Company LLC	Mud Plant	85/615,137
Grinding and Sizing Company LLC	Fiberfluid	85/753,588
Grinding and Sizing Company LLC	Pronto Plug	85/753,585