

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | |
|---|-------------------------------------|---------------|----------------|---------------------|------------|---------------------|------------|------------------|------------|------------------|------------|-------------------|------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Donial M. Felton</td> <td>10/09/2012</td> </tr> <tr> <td>Richard W. Chastain</td> <td>10/09/2012</td> </tr> <tr> <td>Thomas H. Neuman</td> <td>10/26/2012</td> </tr> <tr> <td>Daniel C. Neuman</td> <td>10/11/2012</td> </tr> <tr> <td>Otto C. Schnauber</td> <td>10/12/2012</td> </tr> </tbody> </table> | | Name | Execution Date | Donial M. Felton | 10/09/2012 | Richard W. Chastain | 10/09/2012 | Thomas H. Neuman | 10/26/2012 | Daniel C. Neuman | 10/11/2012 | Otto C. Schnauber | 10/12/2012 |
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| Thomas H. Neuman | 10/26/2012 | | | | | | | | | | | | |
| Daniel C. Neuman | 10/11/2012 | | | | | | | | | | | | |
| Otto C. Schnauber | 10/12/2012 | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | |
| Name: | Intercontinental Potash Corp. (USA) | | | | | | | | | | | | |
| Street Address: | 600 West Bender Blvd. | | | | | | | | | | | | |
| City: | Hobbs | | | | | | | | | | | | |
| State/Country: | NEW MEXICO | | | | | | | | | | | | |
| Postal Code: | 88240-2287 | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13670170</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 13670170 | | | | | | | | |
| Property Type | Number | | | | | | | | | | | | |
| Application Number: | 13670170 | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | |
| Fax Number: | 8015319168 | | | | | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | | | |
| Phone: | 801-532-1922 | | | | | | | | | | | | |
| Email: | dlmitchell@traskbritt.com | | | | | | | | | | | | |
| Correspondent Name: | TRASKBRITT, P.C. | | | | | | | | | | | | |
| Address Line 1: | P.O. BOX 2550 | | | | | | | | | | | | |
| Address Line 4: | SALT LAKE CITY, UTAH 84110 | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 3507-P10826.1US NEW/DLM | | | | | | | | | | | | |
| NAME OF SUBMITTER: | Nathan E. Whitlock | | | | | | | | | | | | |
| Total Attachments: 20 | | | | | | | | | | | | | |

CH \$40.00 13670170

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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Intercontinental Potash Corp. (USA) ("ASSIGNEE"), a corporation of the state of Colorado having a place of business at 600 West Bender Blvd., Hobbs, NM 88240-2287, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent, which has been executed by each undersigned ASSIGNOR concurrently herewith entitled **METHODS OF PROCESSING POLYHALITE ORE, METHODS OF PRODUCING POTASSIUM SULFATE, AND RELATED SYSTEMS**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:

Donial M. Felton
Donial M. Felton
Residing at: 508 West Irvin, Carlsbad, NM 88220

Date Oct 9, 2012

Richard W. Chastain
Residing at: 2404 Smedley Road, Carlsbad, NM 88220

Date _____

Thomas H. Neuman
Residing at: 4543 Zarahemla Dr., Salt Lake City, UT 84124

Date _____

Daniel C. Neuman
Residing at: Bailey Creek Road, Soda Springs, ID 83276

Date _____

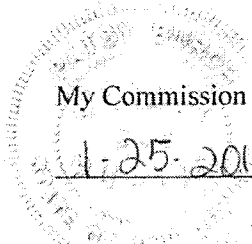
Otto C. Schnauber
Residing at: P. O. Box 1128, Rock Springs, WY 82902

Date _____

COUNTY OF Eddy)
 : ss.
STATE OF NM)

On this 9th day of October, 2012, before me personally appeared Donial M. Felton to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Patsy Bunch
Notary Public in and for said County and State



My Commission Expires:

1-25-2015

COUNTY OF)
 : ss.
STATE OF)

On this _____ day of _____, 2012, before me personally appeared Richard W. Chastain to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF)
: ss.
STATE OF)

On this ____ day of _____, 2012, before me personally appeared Thomas H. Neuman to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF)
: ss.
STATE OF)

On this ____ day of _____, 2012, before me personally appeared Daniel C. Neuman to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF)
: ss.
STATE OF)

On this ____ day of _____, 2012, before me personally appeared Otto C. Schnauber to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Intercontinental Potash Corp. (USA) ("ASSIGNEE"), a corporation of the state of Colorado having a place of business at 600 West Bender Blvd., Hobbs, NM 88240-2287, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent, which has been executed by each undersigned ASSIGNOR concurrently herewith entitled **METHODS OF PROCESSING POLYHALITE ORE, METHODS OF PRODUCING POTASSIUM SULFATE, AND RELATED SYSTEMS**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

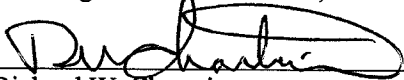
COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:

Donial M. Felton
Residing at: 508 West Irvin, Carlsbad, NM 88220

Date _____



Richard W. Chastain
Residing at: 2404 Smedley Road, Carlsbad, NM 88220

Date 9 Oct. 2012

Thomas H. Neuman
Residing at: 4543 Zarahemla Dr., Salt Lake City, UT 84124

Date _____

Daniel C. Neuman
Residing at: Bailey Creek Road, Soda Springs, ID 83276

Date _____

Otto C. Schnauber
Residing at: P. O. Box 1128, Rock Springs, WY 82902

Date _____

COUNTY OF)
: ss.
STATE OF)

On this ____ day of _____, 2012, before me personally appeared Donial M. Felton to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF *Jefferson*
: ss.
STATE OF *Colorado*)

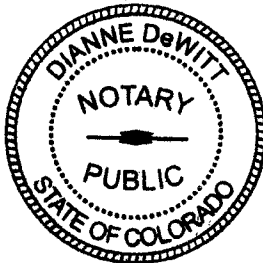
On this 9th day of October, 2012, before me personally appeared Richard W. Chastain to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Dianne DeWitt

Notary Public in and for said County and State

My Commission Expires:

June 24, 2015



COUNTY OF)
 : ss.
STATE OF)

On this ____ day of _____, 2012, before me personally appeared Thomas H. Neuman to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF)
 : ss.
STATE OF)

On this ____ day of _____, 2012, before me personally appeared Daniel C. Neuman to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF)
 : ss.
STATE OF)

On this ____ day of _____, 2012, before me personally appeared Otto C. Schnauber to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

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My Commission Expires:

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ASSIGNORS:

Donial M. Felton
Residing at: 508 West Irvin, Carlsbad, NM 88220
Date _____

Richard W. Chastain
Residing at: 2404 Smedley Road, Carlsbad, NM 88220
Date _____

Thomas H. Neuman
Thomas H. Neuman
Residing at: 4543 Zarahemla Dr., Salt Lake City, UT 84124
Date 10-26-12

Daniel C. Neuman
Daniel C. Neuman
Residing at: Bailey Creek Road, Soda Springs, ID 83276
Date 10-11-12

Otto C. Schnauber
Residing at: P. O. Box 1128, Rock Springs, WY 82902
Date _____

COUNTY OF)
: ss.
STATE OF)

On this ____ day of _____, 2012, before me personally appeared Donial M. Felton to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF)
: ss.
STATE OF)

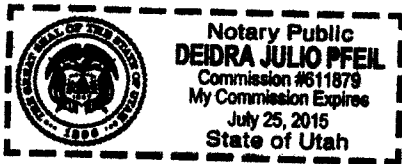
On this ____ day of _____, 2012, before me personally appeared Richard W. Chastain to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

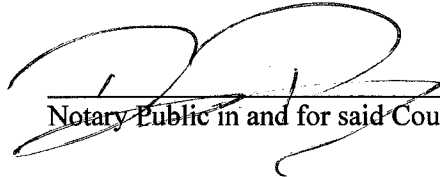
Notary Public in and for said County and State

My Commission Expires:

COUNTY OF _____)
: ss.
STATE OF _____)

On this 26 day of October, 2012, before me personally appeared Thomas H. Neuman to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.



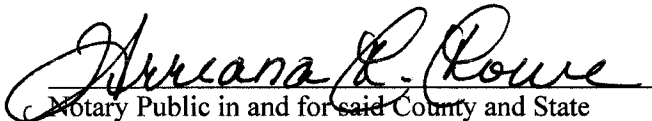


Notary Public in and for said County and State

My Commission Expires:

COUNTY OF Cati bou)
: ss.
STATE OF Idaho)

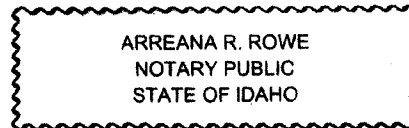
On this 11th day of October, 2012, before me personally appeared Daniel C. Neuman to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public in and for said County and State

My Commission Expires:

3/10/14



COUNTY OF)
: ss.
STATE OF)

On this ____ day of _____, 2012, before me personally appeared Otto C. Schnauber to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

ASSIGNMENT

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ASSIGNORS:

Donial M. Felton
Residing at: 508 West Irvin, Carlsbad, NM 88220
Date _____

Richard W. Chastain
Residing at: 2404 Smedley Road, Carlsbad, NM 88220
Date _____

Thomas H. Neuman
Residing at: 4543 Zarahemla Dr., Salt Lake City, UT 84124
Date _____

Daniel C. Neuman
Residing at: Bailey Creek Road, Soda Springs, ID 83276
Date _____



Otto C. Schnauber
Residing at: P. O. Box 1128, Rock Springs, WY 82902
Date 10/12/12

COUNTY OF)
 : ss.
STATE OF)

On this _____ day of _____, 2012, before me personally appeared Donial M. Felton to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF)
 : ss.
STATE OF)

On this _____ day of _____, 2012, before me personally appeared Richard W. Chastain to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF _____)
: ss.
STATE OF _____)

On this _____ day of _____, 2012, before me personally appeared Thomas H. Neuman to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF _____)
: ss.
STATE OF _____)


On this _____ day of _____, 2012, before me personally appeared Daniel C. Neuman to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF Salt Lake)
: ss.
STATE OF Utah)

On this 12 day of October, 2012, before me personally appeared Otto C. Schnauber to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public in and for said County and State

My Commission Expires:
11/11/15

