

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3841039

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA	
Name	Execution Date
COMPASS MINERALS AMERICA INC.	04/20/2016
COMPASS MINERALS OGDEN INC.	04/20/2016

RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 S DEARBORN, 7TH FLOOR IL 1-1625
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	7758770
Patent Number:	8794833
Patent Number:	8277663
Patent Number:	7935269
Application Number:	13430417
Patent Number:	8372302
Application Number:	14018039
Application Number:	14461058
Application Number:	14593668
Application Number:	14206169
Application Number:	14218342
Application Number:	13791555
Application Number:	13913465
Patent Number:	5298050

CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	

PATENT

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Correspondent Name: IP RESEARCH PLUS, INC.
Address Line 1: 21 TADCASTER CIRCLE
Address Line 2: ATTN: PENELOPE J.A. AGODOA
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ATTORNEY DOCKET NUMBER:	CRS1-41042
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NAME OF SUBMITTER:	PENELOPE J.A. AGODOA
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SIGNATURE:	/pja/
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DATE SIGNED:	04/21/2016
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Total Attachments: 8

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of April 20, 2016 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as Collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, by and among the Borrowers, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A. as administrative agent and as Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Guarantee and Collateral Agreement dated as of April 20, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

I. DEFINED TERMS

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

II. GRANT OF SECURITY INTEREST.

Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all patentable inventions and designs, all United States, foreign, and multinational

patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in Schedule A attached hereto (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

III. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

IV. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).


V. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

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

COMPASS MINERALS AMERICA INC.,
as Grantor

By: 
Name: James D. Standen
Title: Treasurer

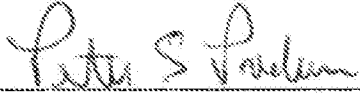
COMPASS MINERALS OGDEN INC.,
as Grantor

By: 
Name: James D. Standen
Title: Treasurer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: _____

A handwritten signature in cursive script, appearing to read "Peter S. Predun", written over a horizontal line.

Name: Peter S. Predun
Title: Executive Director

Signature Page to Patent Security Agreement

SCHEDULE A
TO
PATENT SECURITY AGREEMENT

Country	Title	Application Serial No.	Patent Number	Expiration Date	Owner
Argentina	WATER SOFTENING COMPOSITIONS AND METHODS	P140103361			Compass Minerals America Inc.
Canada	BINDING AGENT FOR COMPACTED SALT	2612454	2612454	11/27/2027	Compass Minerals America Inc.
Canada	TWO-HANDLED BAG	2663187 (PCT/US2009/055070)	2663187	4/17/2029	Compass Minerals America Inc.
Canada	METHODS AND COMPOSITIONS TO PREVENT CAKING OF SODIUM CHLORIDE AND PREVENT TRANSITION METAL STAINS	2884086 (PCT/US2013/58035)			Compass Minerals America Inc.
Canada	WATER SOFTENING COMPOSITIONS AND METHODS	PCT/US2014/051359			Compass Minerals America Inc.
Canada	METHOD OF DRYING SALT AND SIMILAR MATERIALS THROUGH THE USE OF HEAT ENGINE WASTE HEAT	2877629			Compass Minerals America Inc.
Europe	METHODS AND COMPOSITIONS TO PREVENT CAKING OF SODIUM CHLORIDE AND PREVENT TRANSITION METAL STAINS	13834455.1 (PCT/US2013/58035)			Compass Minerals America Inc.
Taiwan	WATER SOFTENING COMPOSITIONS AND METHODS	103130178			Compass Minerals America Inc.
USA	BINDING AGENT FOR COMPACTED SALT	11/943306	7758770	11/20/2027	Compass Minerals America Inc.
USA	TWO-HANDLED BAG	12/200728	8794833	8/28/2028	Compass Minerals America Inc.
USA	BLENDED SALT COMPOSITION AND METHOD OF USING	12/609226	8277663	10/30/2029	Compass Minerals America Inc.
USA	DEICING BLEND AND METHOD OF USING THE SAME	12/468711	7935269	5/19/2029	Compass Minerals America Inc.

Country	Title	Application Serial No.	Patent Number	Expiration Date	Owner
USA	COMPOSITIONS AND METHODS FOR RETARDING THE FORMATION OF INSOLUBLE BYPRODUCTS IN WATER SOFTENERS	13/430417			Compass Minerals America Inc.
USA	MAGNESIUM CHLORIDE AND POTASSIUM SULFATE DEICER	12/859651	8372302	8/19/2030	Compass Minerals America Inc.
USA	METHODS AND COMPOSITIONS TO PREVENT CAKING OF SODIUM CHLORIDE AND PREVENT TRANSITION METAL STAINS	14/018039			Compass Minerals America Inc.
USA	WATER SOFTENING COMPOSITIONS AND METHODS	14/461058			Compass Minerals America Inc.
USA	METHOD OF DRYING SALT AND SIMILAR MATERIALS THROUGH THE USE OF HEAT ENGINE WASTE HEAT	14/593668			Compass Minerals America Inc.
Canada	BLENDED SALT COMPOSITION AND METHOD OF USING	2742309 (PCT/US2009/062739)			Compass Minerals America Inc.
Canada	DEICING BLEND AND METHOD OF USING THE SAME	2701204			Compass Minerals America Inc.
Canada	COMPOSITIONS AND METHODS FOR RETARDING THE FORMATION OF INSOLUBLE BYPRODUCTS IN WATER SOFTENERS	2831091 (PCT/US2012/030609)			Compass Minerals America Inc.
Canada	MAGNESIUM CHLORIDE AND POTASSIUM SULFATE DEICER	2747948			Compass Minerals America Inc.
Canada	BULK BAG WITH FULL PERFORATION	2866387 (PCT/US2013/029146)			Compass Minerals America Inc.
Canada	BULK BAG WITH PERFORATED SECTIONS	2866420 (PCT/US2013/029359)			Compass Minerals America Inc.
Europe	COMPOSITIONS AND METHODS FOR RETARDING THE FORMATION OF INSOLUBLE BYPRODUCTS IN WATER SOFTENERS	12761195.2 (PCT/US2012/030609)			Compass Minerals America Inc.

Country	Title	Application Serial No.	Patent Number	Expiration Date	Owner
USA	BULK BAG WITH FULL PERFORATION	14/206169			Compass Minerals America Inc.
USA	BULK BAG WITH PERFORATED SECTIONS	14/218342			Compass Minerals America Inc.
Australia	METHODS FOR OSMOTIC CONCENTRATION OF HYPER SALINE STREAMS	2013/229839 PCTUS2013/03000			Compass Minerals Ogden Inc.; Colorado School of Mines
Australia	METHOD FOR SUSTAINABLE MEMBRANE DISTILLATION CONCENTRATION OF HYPER SALINE STREAM	2013/274344 PCT/US2013/04524			Compass Minerals Ogden Inc.; Colorado School of Mines
Chile	METHODS FOR OSMOTIC CONCENTRATION OF HYPER SALINE STREAMS	2376-2014 PCTUS2013/03000			Compass Minerals Ogden Inc.; Colorado School of Mines
Chile	METHOD FOR SUSTAINABLE MEMBRANE DISTILLATION CONCENTRATION OF HYPER SALINE STREAM	3369-2014 PCT/US2013/04524			Compass Minerals Ogden Inc.; Colorado School of Mines
Israel	METHODS FOR OSMOTIC CONCENTRATION OF HYPER SALINE STREAMS	234498 PCTUS2013/03000			Compass Minerals Ogden Inc.; Colorado School of Mines
Israel	METHOD FOR SUSTAINABLE MEMBRANE DISTILLATION CONCENTRATION OF HYPER SALINE STREAM	236212 PCT/US2013/04524			Compass Minerals Ogden Inc.; Colorado School of Mines
USA	METHODS FOR OSMOTIC CONCENTRATION OF HYPER SALINE STREAMS	13/791555			Compass Minerals Ogden Inc.; Colorado School of Mines
USA	METHOD FOR SUSTAINABLE MEMBRANE DISTILLATION CONCENTRATION OF HYPER SALINE STREAM	13/913465			Compass Minerals Ogden Inc.; Colorado

Country	Title	Application Serial No.	Patent Number	Expiration Date	Owner
					School of Mines
USA	HIGH WATER SOLUBILITY POTASSIUM SULFATE AND METHOD OF PRODUCING SAME	07/959111	5298050	10/9/2012	Compass Minerals Ogden Inc.

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RECORDED: 04/21/2016

PATENT
REEL: 038622 FRAME: 0298