

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT5892556

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
COMPASS MINERALS AMERICA INC.	01/03/2020
COMPASS MINERALS OGDEN INC.	01/03/2020
COMPASS MINERALS USA INC.	01/03/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS AGENT
<b>Street Address:</b>	4 CHASE METROTECH CENTER
<b>City:</b>	BROOKLYN
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11245

**PROPERTY NUMBERS Total: 20**

Property Type	Number
Patent Number:	7758770
Patent Number:	8277663
Patent Number:	7935269
Patent Number:	8372302
Patent Number:	10288348
Patent Number:	8794833
Patent Number:	10173214
Application Number:	62877116
Application Number:	15843211
Application Number:	16146282
Application Number:	14018039
Application Number:	15084202
Application Number:	62854692
Application Number:	16252120
Application Number:	16677305
Application Number:	62756887
Application Number:	16555231
Application Number:	62724439

PATENT

Property Type	Number
Application Number:	15959772
Application Number:	16044642

#### **CORRESPONDENCE DATA**

**Fax Number:** (800)494-7512

*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.*

**Phone:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** JAY DASILVA

**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** WASHINGTON, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1171059 PAT
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<b>NAME OF SUBMITTER:</b>	CONNOR WISE
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<b>SIGNATURE:</b>	/Connor Wise/
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<b>DATE SIGNED:</b>	01/03/2020
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#### **Total Attachments: 7**

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**PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT**, dated as of January 3, 2020 (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 April 20, 2016, as amended and restated as of November 26, 2019 (as the same may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), 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, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

**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); and

**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 IN PATENT COLLATERAL**

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).

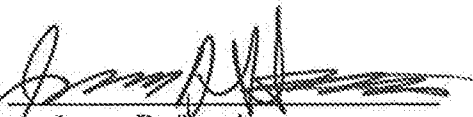
### **V. COUNTERPARTS**

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: Chief Financial Officer

COMPASS MINERALS OGDEN INC., as  
Grantor

By:   
Name: James D. Standen  
Title: Chief Financial Officer

COMPASS MINERALS USA INC., as  
Grantor

By:   
Name: James D. Standen  
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Agent

By: \_\_\_\_\_

Name: *Bridget Wilkey*  
Title: *Executive Director*

Signature Page to Patent Security Agreement

[[5261851]]

**PATENT**  
**REEL: 051463 FRAME: 0202**

SCHEDULE A  
TO  
PATENT SECURITY AGREEMENT

(see attached)

## PATENTS AND PATENT LICENSES

Country	Title	Application Serial No.	Patent Number	Expiration Date	Owner
United States of America	AMINO ACID & NUTRIENT FORMULATION FOR STRESS MITIGATION IN PLANTS	62/877116		22-Jul-2020	Compass Minerals USA Inc.
United States of America	BINDING AGENT FOR COMPACTED SALT	11/943306	7758770	20-Nov-2027	Compass Minerals America Inc.
United States of America	BLENDED SALT COMPOSITION AND METHOD OF USING	12/609226	8277663	30-Oct-2029	Compass Minerals America Inc.
United States of America	COMPOSITIONS AND METHODS FOR RETARDING THE FORMATION OF INSOLUBLE BYPRODUCTS IN WATER SOFTENERS	15/843211			Compass Minerals America Inc.
United States of America	DEICING BLEND AND METHOD OF USING THE SAME	12/468711	7935269	19-May-2029	Compass Minerals America Inc.
United States of America	HIGH SOLIDS SUSPENSION FERTILIZER	16/146282			Compass Minerals USA Inc.
United States of America	MAGNESIUM CHLORIDE AND POTASSIUM SULFATE DEICER	12/859651	8372302	11-May-2031	Compass Minerals America Inc.
United States of America	METHOD OF DRYING SALT AND SIMILAR MATERIALS THROUGH THE USE OF HEAT ENGINE WASTE HEAT	14/593668	10288348	26-Nov-2036	Compass Minerals America Inc.
United States of America	METHODS AND COMPOSITIONS TO PREVENT CAKING OF SODIUM CHLORIDE AND PREVENT TRANSITION METAL STAINS	14/018039			Compass Minerals America Inc.
United States of America	METHODS FOR SUSTAINABLE MEMBRANE DISTILLATION CONCENTRATION OF HYPER SALINE STREAMS	15/084202			Compass Minerals Ogden Inc.; Colorado School of Mines
United States of America	MICRONUTRIENT FOLIAR SOLUTIONS	62/854692		30-May-2020	Compass Minerals USA Inc.
United States of America	MULTI-SOURCE MICRONUTRIENT COMPOSITION AND METHODS OF TREATING SOIL WITH THE SAME	16/252120			Compass Minerals USA Inc.
United States of America	PROCESS OF CONVERTING POTASSIUM SULFATE TO POTASSIUM HYDROGEN SULFATE	16/677305			Compass Minerals USA Inc.
United States of America	PROCESS OF CONVERTING POTASSIUM SULFATE TO POTASSIUM HYDROGEN SULFATE	62/756887		07-Nov-2019	Compass Minerals USA Inc.



Country	Title	Application Serial No.	Patent Number	Expiration Date	Owner
United States of America	SEED TREATMENT COMPOSITION AND METHOD OF USING	16/555231			Compass Minerals USA Inc.
United States of America	SEED TREATMENT COMPOSITION AND METHOD OF USING	62/724439			Compass Minerals USA Inc.
United States of America	TIME-RELEASE MOLYBDENUM FERTILIZER	15/959772			Compass Minerals USA Inc.
United States of America	TWO-HANDLED BAG	12/200728	8794833	28-Aug-2028	Compass Minerals America Inc.
United States of America	WATER SOFTENING COMPOSITIONS	16/044642			Compass Minerals America Inc.
United States of America	WATER SOFTENING COMPOSITIONS AND METHODS	14/461058	10173214	15-Aug-2034	Compass Minerals America Inc.