

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IMC Chemicals Inc.		03/19/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1532474	FOLIAREL
Registration Number:	312963	PYROBOR
Registration Number:	1279427	THREE ELEPHANT
Registration Number:	745263	THREE ELEPHANT
Registration Number:	2741696	THREE ELEPHANT
Registration Number:	747438	THREE ELEPHANT
Registration Number:	747499	THREE ELEPHANT
Registration Number:	2804336	THREE ELEPHANT
Registration Number:	2530224	ZINBOREL
Registration Number:	1922768	

**CORRESPONDENCE DATA**

Fax Number: (312)863-7442  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-201-3863  
 Email: mary.schmidt@goldbergkohn.com

OP \$265.00 1532474

Correspondent Name: Mary A. Schmidt  
Address Line 1: 55 E. Monroe Street, Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1989.077

NAME OF SUBMITTER:

Mary A. Schmidt

**Total Attachments: 15**

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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
IMC Chemicals Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State - Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Wells Fargo Foothill, Inc.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 2450 Colorado Ave., Suite 3000 West  
City: Santa Monica State: CA Zip: 90404

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: 03/19/04

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
None  
\_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) \_\_\_\_\_  
See Schedule "A" attached.  
\_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Mary A. Schmidt  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: 55 E. Monroe Street,  
Suite 3700  
City: Chicago State: IL Zip: 60603-5802

6. Total number of applications and registrations involved: ..... **10**

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.  
Mary A. Schmidt                              *Mary A. Schmidt*                              3/30/04  
Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: **15**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

## SCHEDULE A

### Domestic Trademark Registrations

Trademark	Owner	Registration Number	Registration Date
FOLIAREL	IMC Chemicals Inc.	1532474	4/4/1989
PYROBOR	IMC Chemicals Inc.	312963	5/15/1934
THREE ELEPHANT	IMC Chemicals Inc.	1279427	5/29/1984
THREE ELEPHANT	IMC Chemicals Inc.	745263	2/19/1963
THREE ELEPHANT	IMC Chemicals Inc.	2741696	7/29/2003
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	747438	4/2/1963
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	747499	4/2/1963
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	2804336	1/13/2004
ZINBOREL	IMC Chemicals Inc.	2530224	1/15/2002
V-BOR	IMC Chemicals Inc.	1922768	9/26/1995

### Foreign Trademark Registrations

Trademark	Owner	Country	Registration Number	Registration Date
FOLIAREL	Societa Chimica Larderello, S.p.A.	United Kingdom	B1266858	1/24/1996
PYROBOR	IMC Chemicals Inc.	Austria	204551	6/28/2002
PYROBOR	North American Chemical Company	Australia	123501	6/6/1955
PYROBOR	IMC Chemicals Inc.	Bosnia	BAZR96437	7/9/2002
PYROBOR	North American Chemical Company	Brazil	003576612	7/27/1987
PYROBOR	IMC Chemicals Inc.	Benelux	200164	7/15/1997
PYROBOR	IMC Chemicals Inc.	Colombia	237579	6/7/2001
PYROBOR	IMC Chemicals Inc.	Czech republic	249087	11/25/2002
PYROBOR	IMC Chemicals Inc.	Germany	610341	6/21/1999
PYROBOR	IMC Chemicals Inc.	Germany	30089903	5/17/2001
PYROBOR	IMC Chemicals Inc.	Denmark	200100624	2/1/2001

Trademark	Owner	Country	Registration Num.	Registration Date
PYROBOR	IMC Chemicals Inc.	Spain	0099274	9/28/1935
PYROBOR	IMC Chemicals Inc.	European union (ctm)	586719	11/6/2000
PYROBOR	IMC Chemicals Inc.	Finland	221485	8/31/2001
PYROBOR	North American Chemical Company	France	1495716	8/26/1988
PYROBOR	IMC Chemicals Inc.	France	13086894	7/15/1997
PYROBOR	IMC Chemicals Inc.	United Kingdom	2255368	7/15/1997
PYROBOR	IMC Chemicals Inc.	Ireland	219521	7/15/1997
PYROBOR	IMC Chemicals Inc.	South Korea	262448	5/11/1993
PYROBOR	IMC Chemicals Inc.	Sweden	349039	9/28/2001
SQUARE WITHIN AN OCTAGON (LOGO ONLY)	IMC Chemicals Inc.	Canada	TMA428021	6/3/1994
THREE ELEPHANT	IMC Chemicals Inc.	Germany	610346	8/10/1951
THREE ELEPHANT	IMC Chemicals Inc.	Denmark	200104981	12/11/2001
THREE ELEPHANT	IMC Chemicals Inc.	Spain	2428299	6/20/2002
THREE ELEPHANT	IMC Chemicals Inc.	Finland	222960	1/31/2002
THREE ELEPHANT	IMC Chemicals Inc.	Ireland	221958	9/18/2002
THREE ELEPHANT	IMC Chemicals Inc.	Sweden	351317	12/21/2001
THREE ELEPHANT (& DESIGN)	North American Chemical Company	Australia	47235	4/22/1927
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	Bosnia	BAZR96438	9/30/1978
THREE ELEPHANT (& DESIGN)	North American Chemical Company	Brazil	2188562	8/8/1988
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	Canada	055252	9/1/1987
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	Chile	560956	2/8/2000
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	Colombia	45689	3/28/1960
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	Spain	402863	10/2/1962

Trademark	Owner	Country	Registration Number	Registration Date
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	European union (ctm)	586735	8/19/2002
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	Finland	23503	4/17/1950
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	South Korea	12085	9/28/1966
THREE ELEPHANT (LOGO ONLY)	IMC Chemicals Inc.	Israel	14472	6/14/1956
THREE ELEPHANT TROIS ELEPHANT	IMC Chemicals Inc.	Italy	439767	8/5/1986
THREE ELEPHANT TROIS ELEPHANT (& DESIGN)	IMC Chemicals Inc.	Italy	439768	8/5/1986
V-BOR	IMC Chemicals Inc.	Australia	569086	12/10/1991
V-BOR	IMC Chemicals Inc.	Canada	424108	3/4/1994
V-BOR	IMC Chemicals Inc.	South Korea	274613	9/20/1993
V-BOR	North American Chemical Company	New Zealand	215009	10/29/1996
V-BOR	IMC Chemicals Inc.	Thailand	29441	8/26/2002

**Domestic Trademark Applications**

None

**Foreign Trademark Applications**

PYROBOR	IMC Chemicals Inc.	Spain	2365654	12/18/2000
PYROBOR	IMC Chemicals Inc.	Greece	586719	10/14/2001
PYROBOR	IMC Chemicals Inc.	Italy	2001C002136	
PYROBOR	IMC Chemicals Inc.	Portugal	352610	1/11/2001
PYROBOR	IMC Chemicals Inc.	Turkey	200114290	7/20/2001
THREE ELEPHANT	IMC Chemicals Inc.	Greece	586230	

THREE ELEPHANT	IMC Chemicals Inc.	Portugal	360435	11/29/2001
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement"), made as of the 19th day of March, 2004, is by and between **IMC CHEMICALS INC.**, a Delaware corporation ("Grantor"), and **WELLS FARGO FOOTHILL, INC.**, as arranger and administrative agent ("Agent") for the Lenders (as defined hereinafter) and the Bank Product Providers (as defined hereinafter).

### WITNESSETH

WHEREAS, pursuant to (i) that certain Loan and Security Agreement dated as of even date herewith by and among Grantor, IMC Chemicals Sales Inc., a Delaware corporation ("Sales") and SVM Minerals Holdings, Inc. ("Minerals Parent") as borrowers thereunder, the Lenders and credit parties from time to time party thereto and Agent, as a Lender and as Agent for Lenders and Bank Product Providers (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Domestic Loan Agreement") and (ii) that certain Foreign Accounts Loan and Security Agreement dated as of even date herewith by and among Grantor and Sales as borrowers thereunder (each of Grantor, Sales and Minerals Parent shall be referred to herein individually as a "Borrower" and collectively as the "Borrowers"), Agent, for itself and on behalf of Lenders, and the other lenders and credit parties from time to time party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Foreign Accounts Loan Agreement" and, together with the Domestic Loan Agreement, the "Loan Agreements"), Agent and the other Lenders have agreed to make certain loans to Borrowers and to extend certain other financial accommodations to or for the benefit of Borrowers;

WHEREAS, it is a condition precedent to the obligation of Agent and Lenders to make the loans that Grantor executes this Agreement and perform its obligations hereunder;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent, on behalf of itself, the Lenders and the Bank Product Providers, agree as follows:

1. Incorporation of Loan Agreements. The Loan Agreements and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Definitions. The following terms, as used herein, shall have the meanings set forth below:

"Bank Product Providers" has the meaning provided in the Domestic Loan Agreement.



"Commitments" means, collectively, all "Commitments" under, and as such term is defined in, respectively, the Domestic Loan Agreement and the Foreign Accounts Loan Agreement.

"Event of Default" means any "Event of Default" under, and as such term is defined in, respectively, the Domestic Loan Agreement or the Foreign Accounts Loan Agreement.

"Lenders" means, individually and collectively, jointly and severally, each Person from time to time identified as a "Lender" in either the Domestic Loan Agreement or the Foreign Accounts Loan Agreement.

"Loan Documents" means, collectively, all "Loan Documents" under, and as such term is defined in, respectively, the Domestic Loan Agreement and the Foreign Accounts Loan Agreement.

"Obligations" means, collectively, all "Obligations" under, and as such term is defined in, respectively, the Domestic Loan Agreement and the Foreign Accounts Loan Agreement.

"Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

3. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, on behalf of itself, the Lenders and the Bank Product Providers, and hereby reaffirms its grant pursuant to the Loan Agreements of, a continuing security interest in the entire right, title and interest of Grantor in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks and logos, on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" applications until a verified statement of use has been filed with respect to such applications), including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

4. New Trademarks. Grantor represents and warrants that the Trademarks set forth on Schedule A attached hereto constitute all of the federally registered Trademarks now owned by Grantor. If, before the Obligations (other than contingent indemnity obligations for which no claim has been asserted) shall have been satisfied in full and the Loan Agreements have terminated, Grantor shall obtain any new federally registered Trademarks, Grantor shall give Agent prompt written notice thereof. Grantor hereby agrees that, upon Agent's written request, Grantor will execute and deliver to Agent one or more supplements to this Agreement, each in form and content substantially similar to this Agreement, in respect of any and all new federally registered Trademarks owned by Grantor.

5. Term. The term of the security interests granted herein shall extend until the Obligations (other than contingent indemnity obligations for which no claim has been asserted) have been indefeasibly paid in full, the Commitments have terminated and the Loan Agreements have terminated in accordance with their terms.

6. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Agreement, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Grantor, except as such notice or consent is expressly provided for in the Loan Agreements or as required by applicable law. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent, the Lenders and the Bank Product Providers under the Loan Agreements, but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreements, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

7. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and Bank Product Providers and their respective successors and assigns.

8. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

**[Signature page follows]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**IMC CHEMICALS INC.,**  
a Delaware corporation

By *Matthew J. Dowd*  
Title \_\_\_\_\_

Accepted and Agreed to as of the date first written above:

**WELLS FARGO FOOTHILL, INC.,** as Agent

By \_\_\_\_\_  
Title \_\_\_\_\_


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**IMC CHEMICALS INC.,**  
a Delaware corporation

By \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and Agreed to as of the date first written above:

**WELLS FARGO FOOTHILL, INC.,** as Agent

By   
Title Vice President

## SCHEDULE A

### Domestic Trademark Registrations

Trademark	Owner	Registration Number	Registration Date
FOLIAREL	IMC Chemicals Inc.	1532474	4/4/1989
PYROBOR	IMC Chemicals Inc.	312963	5/15/1934
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V-BOR	IMC Chemicals Inc.	1922768	9/26/1995

### Foreign Trademark Registrations

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PYROBOR	North American Chemical Company	Australia	123501	6/6/1955
PYROBOR	IMC Chemicals Inc.	Bosnia	BAZR96437	7/9/2002
PYROBOR	North American Chemical Company	Brazil	003576612	7/27/1987
PYROBOR	IMC Chemicals Inc.	Benelux	200164	7/15/1997
PYROBOR	IMC Chemicals Inc.	Colombia	237579	6/7/2001
PYROBOR	IMC Chemicals Inc.	Czech republic	249087	11/25/2002
PYROBOR	IMC Chemicals Inc.	Germany	610341	6/21/1999
PYROBOR	IMC Chemicals Inc.	Germany	30089903	5/17/2001
PYROBOR	IMC Chemicals Inc.	Denmark	200100624	2/1/2001

Trademark	Owner	Country	Registration Number	Registration Date
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PYROBOR	IMC Chemicals Inc.	European union (ctm)	586719	11/6/2000
PYROBOR	IMC Chemicals Inc.	Finland	221485	8/31/2001
PYROBOR	North American Chemical Company	France	1495716	8/26/1988
PYROBOR	IMC Chemicals Inc.	France	13086894	7/15/1997
PYROBOR	IMC Chemicals Inc.	United Kingdom	2255368	7/15/1997
PYROBOR	IMC Chemicals Inc.	Ireland	219521	7/15/1997
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PYROBOR	IMC Chemicals Inc.	Sweden	349039	9/28/2001
SQUARE WITHIN AN OCTAGON (LOGO ONLY)	IMC Chemicals Inc.	Canada	TMA428021	6/3/1994
THREE ELEPHANT	IMC Chemicals Inc.	Germany	610346	8/10/1951
THREE ELEPHANT	IMC Chemicals Inc.	Denmark	200104981	12/11/2001
THREE ELEPHANT	IMC Chemicals Inc.	Spain	2428299	6/20/2002
THREE ELEPHANT	IMC Chemicals Inc.	Finland	222960	1/31/2002
THREE ELEPHANT	IMC Chemicals Inc.	Ireland	221958	9/18/2002
THREE ELEPHANT	IMC Chemicals Inc.	Sweden	351317	12/21/2001
THREE ELEPHANT (& DESIGN)	North American Chemical Company	Australia	47235	4/22/1927
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	Bosnia	BAZR96438	9/30/1978
THREE ELEPHANT (& DESIGN)	North American Chemical Company	Brazil	2188562	8/8/1988
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	Canada	055252	9/1/1987
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	Chile	560956	2/8/2000
THREE ELEPHANT (& DESIGN)	IMC Chemicals Inc.	Colombia	45689	3/28/1960
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V-BOR	IMC Chemicals Inc.	Thailand	29441	8/26/2002

**Domestic Trademark Applications**

None

**Foreign Trademark Applications**

Trademark	Owner	Country	Application Number	Filing Date
PYROBOR	IMC Chemicals Inc.	Spain	2365654	12/18/2000
PYROBOR	IMC Chemicals Inc.	Greece	586719	10/14/2001
PYROBOR	IMC Chemicals Inc.	Italy	2001C002136	
PYROBOR	IMC Chemicals Inc.	Portugal	352610	1/11/2001
PYROBOR	IMC Chemicals Inc.	Turkey	200114290	7/20/2001
THREE ELEPHANT	IMC Chemicals Inc.	Greece	586230	



THREE ELEPHANT	IMC Chemicals Inc.	Portugal	360435	11/29/2001
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