

**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 Sales 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: 11

| Property Type        | Number   | Word Mark      |
|----------------------|----------|----------------|
| Serial Number:       | 78373637 | BIOCARB        |
| Serial Number:       | 76577641 |                |
| 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       |

CORRESPONDENCE DATA

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

OP \$290.00 78373637

Email: mary.schmidt@goldbergkohn.com  
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: 14**

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**SCHEDULE A**

**Domestic Trademark Registrations**

| Trademark                 | Registration Number | Registration Date |
|---------------------------|---------------------|-------------------|
| FOLIAREL                  | 1532474             | 4/4/1989          |
| PYROBOR                   | 312,963             | 5/15/1934         |
| THREE ELEPHANT            | 1279427             | 5/29/1984         |
| THREE ELEPHANT            | 745263              | 2/19/1963         |
| THREE ELEPHANT            | 2,741,696           | 7/29/2003         |
| THREE ELEPHANT (& DESIGN) | 747438              | 4/2/1963          |
| THREE ELEPHANT (& DESIGN) | 747499              | 4/2/1963          |
| THREE ELEPHANT (& DESIGN) | 2,804,336           | 1/13/2004         |
| ZINBOREL                  | 2530224             | 1/15/2002         |

**Foreign Trademark Registrations**

| Trademark | Country              | Registration Number | Registration Date |
|-----------|----------------------|---------------------|-------------------|
| PYROBOR   | Australia            | 123,501             | 6/6/1955          |
| PYROBOR   | Austria              | 204551              | 6/28/2002         |
| PYROBOR   | Benelux              | 200164              | 7/15/1997         |
| PYROBOR   | Bosnia               | BAZR96437           | 7/9/2002          |
| PYROBOR*  | Brazil               | 003576612           | 7/27/1987         |
| PYROBOR   | Colombia             | 237579              | 6/7/2001          |
| PYROBOR   | Czech Republic       | 249087              | 11/25/2002        |
| PYROBOR   | Denmark              | 200100624           | 2/1/2001          |
| PYROBOR   | European Union (ctm) | 586719              | 11/6/2000         |
| PYROBOR   | Finland              | 221485              | 8/31/2001         |
| PYROBOR   | France               | 13086894            | 7/15/1997         |
| PYROBOR   | France               | 1495716             | 8/26/1988         |
| PYROBOR   | Germany              | 610341              | 6/21/1999         |
| PYROBOR   | Germany              | 30089903            | 5/17/2001         |

| Trademark                                | Country              | Registration Number | Registration Date |
|--|----------------------|---------------------|-------------------|
| PYROBOR                                  | Ireland              | 219521              | 7/15/1997         |
| PYROBOR                                  | South Korea          | 262448              | 5/11/1993         |
| PYROBOR                                  | Spain                | 0099274             | 9/28/1935         |
| PYROBOR                                  | Sweden               | 349039              | 9/28/2001         |
| PYROBOR                                  | United Kingdom       | 2255368             | 7/15/1997         |
| SQUARE WITHIN AN OCTAGON (LOGO ONLY)     | Canada               | TMA428021           | 6/3/1994          |
| THREE ELEPHANT                           | Australia            | 47235               | 4/22/1927         |
| THREE ELEPHANT                           | Denmark              | 200104981           | 12/11/2001        |
| THREE ELEPHANT                           | Finland              | 222960              | 1/31/2002         |
| THREE ELEPHANT                           | Germany              | 610346              | 8/10/1951         |
| THREE ELEPHANT                           | Ireland              | 221958              | 9/18/2002         |
| THREE ELEPHANT                           | Peru                 | 00092205            | 10/13/03          |
| THREE ELEPHANT                           | Spain                | 2428299             | 6/20/2002         |
| THREE ELEPHANT                           | Sweden               | 351317              | 12/21/2001        |
| THREE ELEPHANT (& DESIGN)                | Bosnia               | BAZR96438           | 9/30/1978         |
| THREE ELEPHANT (& DESIGN)                | Brazil               | 2188562             | 8/8/1988          |
| THREE ELEPHANT (& DESIGN)                | Canada               | 055252              | 9/1/1987          |
| THREE ELEPHANT (& DESIGN)                | Chile                | 560956              | 2/8/2000          |
| THREE ELEPHANT (& DESIGN)                | Colombia             | 45689               | 3/28/1960         |
| THREE ELEPHANT (& DESIGN)                | European Union (ctm) | 586735              | 8/19/2002         |
| THREE ELEPHANT (& DESIGN)                | Finland              | 23503               | 4/17/1950         |
| THREE ELEPHANT (& DESIGN)                | Peru                 | 0009208             | 11/6/2003         |
| THREE ELEPHANT (& DESIGN)                | South Korea          | 12085               | 9/28/1966         |
| THREE ELEPHANT (& DESIGN)                | Spain                | 402863              | 10/2/1962         |
| THREE ELEPHANT (LOGO ONLY)               | Israel               | 14472               | 6/14/1956         |
| THREE ELEPHANT TROIS ELEPHANT            | Italy                | 439767              | 8/5/1986          |
| THREE ELEPHANT TROIS ELEPHANT (& DESIGN) | Italy                | 439768              | 8/5/1986          |
| V-BOR                                    | Australia            | 569086              | 12/10/1991        |
| V-BOR                                    | Canada               | 424108              | 3/4/1994          |

| Trademark | Country     | Registration Number | Registration Date |
|-----------|-------------|---------------------|-------------------|
| V-BOR     | New Zealand | 215009              | 10/29/96          |
| V-BOR     | South Korea | 274613              | 9/20/1993         |
| V-BOR     | Thailand    | 29441               | 8/26/2002         |

\* Mark is currently registered in the name of North American Chemical Company and will be updated to reflect "IMC Chemicals Inc." or any successor entity post-closing.

### Domestic Trademark Applications

| Trademark                            | Registration Number | Registration Date |
|--------------------------------------|---------------------|-------------------|
| BIOCARB                              | 78/373637           | 2/25/04           |
| SQUARE WITHIN AN OCTAGON (LOGO ONLY) | 76/577641           | 2/25/04           |

### Foreign Trademark Applications

| Trademark      | Country   | Registration Number | Registration Date |
|----------------|-----------|---------------------|-------------------|
| PYROBOR        | Greece    | 586719              | 10/14/2001        |
| PYROBOR        | Italy     | 2001C002136         |                   |
| PYROBOR        | Portugal  | 352610              | 1/11/2001         |
| PYROBOR        | Spain     | 2365654             | 12/18/2000        |
| PYROBOR        | Turkey    | 200114290           | 7/20/2001         |
| THREE ELEPHANT | Argentina | 2436300             | 6/10/2003         |
| THREE ELEPHANT | Brazil    | 82573213            | 7/25/2003         |
| THREE ELEPHANT | Chile     | 621616              | 9/15/2003         |
| THREE ELEPHANT | Ecuador   | 134166              | 5/30/2003         |
| THREE ELEPHANT | Greece    | 250                 | 7/15/1997         |
| THREE ELEPHANT | Mexico    | 609319              | 7/9/2003          |
| THREE ELEPHANT | Portugal  | 360435              | 11/29/2001        |
| THREE ELEPHANT | Venezuela | 20030101240         | 7/29/2003         |

| Application               | Country   | Application Number | Filing Date |
|---------------------------|-----------|--------------------|-------------|
| THREE ELEPHANT (& DESIGN) | Argentina | 2436301            | 6/10/2003   |
| THREE ELEPHANT (& DESIGN) | Brazil    | 825732158          | 7/25/2003   |
| THREE ELEPHANT (& DESIGN) | Chile     | 621615             | 9/15/2003   |
| THREE ELEPHANT (& DESIGN) | Ecuador   | 134165             | 5/30/2003   |
| THREE ELEPHANT (& DESIGN) | Mexico    | 609314             | 7/9/2003    |
| THREE ELEPHANT (& DESIGN) | Venezuela | 20030101241        | 7/29/2003   |

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement"), made as of the 19th day of March, 2004, is by and between **IMC CHEMICALS SALES 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 Inc., a Delaware corporation ("IMC") 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 IMC as borrowers thereunder (each of Grantor, IMC 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 SALES 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 SALES INC.,**  
a Delaware corporation

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

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

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



By Ronald J. Banks  
Title Vice President

## SCHEDULE A

### Domestic Trademark Registrations

| Trademark                 | Registration Number | Registration Date |
|---------------------------|---------------------|-------------------|
| FOLIAREL                  | 1532474             | 4/4/1989          |
| PYROBOR                   | 312,963             | 5/15/1934         |
| THREE ELEPHANT            | 1279427             | 5/29/1984         |
| THREE ELEPHANT            | 745263              | 2/19/1963         |
| THREE ELEPHANT            | 2,741,696           | 7/29/2003         |
| THREE ELEPHANT (& DESIGN) | 747438              | 4/2/1963          |
| THREE ELEPHANT (& DESIGN) | 747499              | 4/2/1963          |
| THREE ELEPHANT (& DESIGN) | 2,804,336           | 1/13/2004         |
| ZINBOREL                  | 2530224             | 1/15/2002         |

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| Trademark | Country              | Registration Number | Registration Date |
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| PYROBOR   | Austria              | 204551              | 6/28/2002         |
| PYROBOR   | Benelux              | 200164              | 7/15/1997         |
| PYROBOR   | Bosnia               | BAZR96437           | 7/9/2002          |
| PYROBOR*  | Brazil               | 003576612           | 7/27/1987         |
| PYROBOR   | Colombia             | 237579              | 6/7/2001          |
| PYROBOR   | Czech Republic       | 249087              | 11/25/2002        |
| PYROBOR   | Denmark              | 200100624           | 2/1/2001          |
| PYROBOR   | European Union (ctm) | 586719              | 11/6/2000         |
| PYROBOR   | Finland              | 221485              | 8/31/2001         |
| PYROBOR   | France               | 13086894            | 7/15/1997         |
| PYROBOR   | France               | 1495716             | 8/26/1988         |
| PYROBOR   | Germany              | 610341              | 6/21/1999         |
| PYROBOR   | Germany              | 30089903            | 5/17/2001         |

| Trademark                                   | Country              | Registration Number | Registration Date |
|---|----------------------|---------------------|-------------------|
| PYROBOR                                     | Ireland              | 219521              | 7/15/1997         |
| PYROBOR                                     | South Korea          | 262448              | 5/11/1993         |
| PYROBOR                                     | Spain                | 0099274             | 9/28/1935         |
| PYROBOR                                     | Sweden               | 349039              | 9/28/2001         |
| PYROBOR                                     | United Kingdom       | 2255368             | 7/15/1997         |
| SQUARE WITHIN AN OCTAGON<br>(LOGO ONLY)     | Canada               | TMA428021           | 6/3/1994          |
| THREE ELEPHANT                              | Australia            | 47235               | 4/22/1927         |
| THREE ELEPHANT                              | Denmark              | 200104981           | 12/11/2001        |
| THREE ELEPHANT                              | Finland              | 222960              | 1/31/2002         |
| THREE ELEPHANT                              | Germany              | 610346              | 8/10/1951         |
| THREE ELEPHANT                              | Ireland              | 221958              | 9/18/2002         |
| THREE ELEPHANT                              | Peru                 | 00092205            | 10/13/03          |
| THREE ELEPHANT                              | Spain                | 2428299             | 6/20/2002         |
| THREE ELEPHANT                              | Sweden               | 351317              | 12/21/2001        |
| THREE ELEPHANT (& DESIGN)                   | Bosnia               | BAZR96438           | 9/30/1978         |
| THREE ELEPHANT (& DESIGN)                   | Brazil               | 2188562             | 8/8/1988          |
| THREE ELEPHANT (& DESIGN)                   | Canada               | 055252              | 9/1/1987          |
| THREE ELEPHANT (& DESIGN)                   | Chile                | 560956              | 2/8/2000          |
| THREE ELEPHANT (& DESIGN)                   | Colombia             | 45689               | 3/28/1960         |
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| THREE ELEPHANT (& DESIGN)                   | Finland              | 23503               | 4/17/1950         |
| THREE ELEPHANT (& DESIGN)                   | Peru                 | 0009208             | 11/6/2003         |
| THREE ELEPHANT (& DESIGN)                   | South Korea          | 12085               | 9/28/1966         |
| THREE ELEPHANT (& DESIGN)                   | Spain                | 402863              | 10/2/1962         |
| THREE ELEPHANT (LOGO ONLY)                  | Israel               | 14472               | 6/14/1956         |
| THREE ELEPHANT TROIS<br>ELEPHANT            | Italy                | 439767              | 8/5/1986          |
| THREE ELEPHANT TROIS<br>ELEPHANT (& DESIGN) | Italy                | 439768              | 8/5/1986          |
| V-BOR                                       | Australia            | 569086              | 12/10/1991        |
| V-BOR                                       | Canada               | 424108              | 3/4/1994          |

| Trademark | Country     | Registration Number | Registration Date |
|-----------|-------------|---------------------|-------------------|
| V-BOR     | New Zealand | 215009              | 10/29/96          |
| V-BOR     | South Korea | 274613              | 9/20/1993         |
| V-BOR     | Thailand    | 29441               | 8/26/2002         |

\* Mark is currently registered in the name of North American Chemical Company and will be updated to reflect "IMC Chemicals Inc." or any successor entity post-closing.

### Domestic Trademark Applications

| Trademark                            | Application Number | Filing Date |
|--------------------------------------|--------------------|-------------|
| BIOCARB                              | 78/373637          | 2/25/04     |
| SQUARE WITHIN AN OCTAGON (LOGO ONLY) | 76/577641          | 2/25/04     |

### Foreign Trademark Applications

| Trademark      | Country   | Application Number | Filing Date |
|----------------|-----------|--------------------|-------------|
| PYROBOR        | Greece    | 586719             | 10/14/2001  |
| PYROBOR        | Italy     | 2001C002136        |             |
| PYROBOR        | Portugal  | 352610             | 1/11/2001   |
| PYROBOR        | Spain     | 2365654            | 12/18/2000  |
| PYROBOR        | Turkey    | 200114290          | 7/20/2001   |
| THREE ELEPHANT | Argentina | 2436300            | 6/10/2003   |
| THREE ELEPHANT | Brazil    | 82573213           | 7/25/2003   |
| THREE ELEPHANT | Chile     | 621616             | 9/15/2003   |
| THREE ELEPHANT | Ecuador   | 134166             | 5/30/2003   |
| THREE ELEPHANT | Greece    | 250                | 7/15/1997   |
| THREE ELEPHANT | Mexico    | 609319             | 7/9/2003    |
| THREE ELEPHANT | Portugal  | 360435             | 11/29/2001  |
| THREE ELEPHANT | Venezuela | 20030101240        | 7/29/2003   |

| Trademark                 | Country   | Application Number | Filing Date |
|---------------------------|-----------|--------------------|-------------|
| THREE ELEPHANT (& DESIGN) | Argentina | 2436301            | 6/10/2003   |
| THREE ELEPHANT (& DESIGN) | Brazil    | 825732158          | 7/25/2003   |
| THREE ELEPHANT (& DESIGN) | Chile     | 621615             | 9/15/2003   |
| THREE ELEPHANT (& DESIGN) | Ecuador   | 134165             | 5/30/2003   |
| THREE ELEPHANT (& DESIGN) | Mexico    | 609314             | 7/9/2003    |
| THREE ELEPHANT (& DESIGN) | Venezuela | 20030101241        | 7/29/2003   |