

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		04/06/2009	national banking association:

RECEIVING PARTY DATA

Name:	American Rock Salt Company LLC
Street Address:	3846 Retsof Road
City:	Retsof
State/Country:	NEW YORK
Postal Code:	14389
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76640749	AMERICAN ROCK SALT MINED WITH PRIDE IN THE U.S.A.

CORRESPONDENCE DATA

Fax Number: (585)987-2967
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 585-987-2867
 Email: sbriggs@woodsoviatt.com
 Correspondent Name: Stacy Briggs
 Address Line 1: 700 Crossroads Building
 Address Line 4: Rochester, NEW YORK 14614

NAME OF SUBMITTER:	Stacy Briggs
Signature:	/s/ Stacy Briggs
Date:	05/28/2009

Total Attachments: 3
 source=M T ARS Release of Pledge and Security Agreement - Trustee (1010073)#page1.tif

900135019

TRADEMARK
REEL: 003995 FRAME: 0395

OP \$40.00 76640749

source=M T ARS Release of Pledge and Security Agreement - Trustee (1010073)#page2.tif

source=M T ARS Release of Pledge and Security Agreement - Trustee (1010073)#page3.tif

**FULL RELEASE OF
PLEDGE AND SECURITY AGREEMENT**

THIS FULL RELEASE OF PLEDGE AND SECURITY AGREEMENT (this "**Release**") is made and entered into as of April 6, 2009 by U.S. Bank National Association, as trustee and collateral agent ("**Secured Party**"), under that certain Indenture, dated as of March 17, 2004 (the "**Indenture**"), by and among the Secured Party, American Rock Salt Company LLC ("**ARSC**"), and the Guarantors party thereto (referred to collectively with ARSC as "**Pledgor**"). Capitalized terms used herein and not defined shall have the meaning given thereto in the Indenture.

WHEREAS, ARSC has delivered to the Secured Party an Officers' Certificate calling for the redemption of all of ARSC's 9.5% Senior Secured Notes due March 19, 2014 and ARSC has deposited \$52,222,274.44 (the "**Redemption Deposit**") with the Trustee to fund such redemption;

WHEREAS, pursuant to the foregoing ARSC has satisfied and discharged its obligations under the Indenture in accordance with Section 8.02 of the Indenture (the "**Satisfaction and Discharge**");

WHEREAS, Section 12.06 of the Indenture provides that upon the Satisfaction and Discharge, all the Liens on, and pledges of, all Collateral will be terminated and released;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Pledge and Security Agreement, given by Pledgor and its Domestic Restricted Subsidiaries (as defined therein) in favor of the Secured Party (the "**Agreement**") and recorded with the United States Patent and Trademark Office (the "**USPTO**") on June 16, 2006, is hereby terminated, and shall be of no further force or effect.
2. The Secured Party hereby releases and terminates any Liens it may hold in connection with the trademark identified on Schedule A (the "**Trademark**").
3. The Secured Party hereby retransfers and reassigns to ARSC, without representation or warranty (except as set forth herein), all of Secured Party's right, title and interest in and to the Trademark and the goodwill associated therewith.
4. The Secured Party represents and warrants that: (i) it has the full power and authority to execute this instrument; (ii) it has not assigned, transferred, restricted or otherwise encumbered its Lien on the Trademark; (iii), as of the date hereof, the filings described in the immediately preceding paragraph are all of the filings it has made to the United States Patent and Trademark Office in respect of the such trademarks and trademark applications.
5. The Secured Party agrees, at the request and expense of ARSC, to take all further actions, and provide to ARSC, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of

any and all documents or other instruments), reasonably requested by ARSC to more fully and effectively effectuate the purpose of this instrument.

IN WITNESS WHEREOF, the undersigned has caused this Full Release of Pledge and Security Agreement to be executed by its duly authorized officer as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee, Collateral Agent and Secured Party

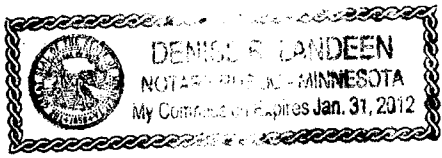
By: Richard Prokosch
Richard Prokosch, Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MINNESOTA)
)SS.:
COUNTY OF RAMSEY)

On the 6th day of April in the year 2009 before me, the undersigned, a notary public in and for said state, personally appeared Richard Prokosch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Denise Landeen



Schedule A

Mark: American Rock Salt Mined with Pride in the USA

USPTO Serial No.: 76640749

USPTO Reel/Frame: 3356/0431

Recorded: June 16, 2006