

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
American Rock Salt Company LLC			09/30/2010
		Entity Type	
		LIMITED LIABILITY COMPANY: NEW YORK	
RECEIVING PARTY DATA			
Name:	RBS Citizens, N.A., as Collateral Agent		
Street Address:	126 East Avenue		
Internal Address:	Mail Code NYE 250		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3245796	AMERICAN ROCK SALT MINED WITH PRIDE IN THE U.S.A.	
CORRESPONDENCE DATA			
Fax Number:	(617)316-8263		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6172390632		
Email:	agrandy@eapdlaw.com		
Correspondent Name:	Adam M. Grandy		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:		305667-2	
NAME OF SUBMITTER:		Adam M. Grandy	
Signature:		/Adam M. Grandy/	

CH \$40.00 3245796

Date:

10/01/2010

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of September 30, 2010, is made by **AMERICAN ROCK SALT COMPANY LLC**, a New York limited liability company (the "**Borrower**"), any other Persons listed on the signature pages hereof and the Additional Grantors (as hereinafter defined) (the Borrower, the Persons so listed and the Additional Grantors being, collectively, the "**Grantors**"), to **RBS CITIZENS, N.A.**, a national banking association ("**RBS Citizens**"), as Collateral Agent (in such capacity, together with any successor Collateral Agent, the "**Collateral Agent**") for the banks and other financial institutions (the "**Lenders**" and, together with the Collateral Agent, the Agent and the Issuing Bank, collectively the "**Secured Parties**") from time to time parties to the Credit Agreement of even date herewith among the Borrower, RBS Citizens as Arranger, Agent and Collateral Agent, Wells Fargo Bank NA as Syndication Agent and the Lenders (as amended, modified, supplemented or restated from time to time, the "**Credit Agreement**").

PRELIMINARY STATEMENTS

A. Pursuant to the Credit Agreement, the Lenders have made or will make Revolving Loans and Term Loans to the Borrower and the Issuing Bank has issued and may issue Standby L/Cs for the account of the Borrower each upon the terms and conditions set forth therein.

B. Pursuant to the Credit Agreement, the Grantors and the Collateral Agent are executing and delivering a Security Agreement of even date herewith (as amended, modified, supplemented, or restated from time to time, the "**Security Agreement**").

C. The parties hereto desire to enter into this Agreement in order to grant to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in the Intellectual Property Collateral.

D. Each of the Grantors will derive substantial direct and indirect benefit from the transactions contemplated by the Credit Documents.

NOW, THEREFORE, to secure the Credit Obligations and in consideration of the premises and in order to induce the Lenders, the Issuing Bank, the Agent, the Collateral Agent and the Syndication Agent to enter into the Credit Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Collateral Agent on behalf of and for the ratable benefit of the Secured Parties as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Credit Obligations, the Grantors do hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of

the following property (the "**Intellectual Property Collateral**"), whether now owned or hereafter acquired or existing by it:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in **Item 1** of **Schedule A** attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in Section 2(a) above;

(c) all patent licenses, including each patent license referred to in **Item 2** of **Schedule A** attached hereto;

(d) all proceeds of, and rights associated with, the foregoing items described in Sections 2(a), 2(b) and 2(c) above (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in **Item 1** of **Schedule A** attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in **Item 2** of **Schedule A** attached hereto, and all rights corresponding thereto throughout the world;

(e) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this Section 2(e) being collectively called the "**Trademarks**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in **Item 3** of **Schedule A** attached hereto;

(f) all Trademark licenses, including each Trademark license referred to in **Item 4** of **Schedule A** attached hereto;

(g) all reissues, extensions or renewals of any of the items described in Sections 2(e) and 2(f);

(h) all of the goodwill of the business connected with the use of, and symbolized by the items described in, Sections 2(e) and 2(f);

(i) all proceeds of, and rights associated with, the foregoing items described in Sections 2(e), 2(f), 2(g) and 2(h), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or

Trademark license referred to in *Item 3* and *Item 4* of *Schedule A* attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license; and

(j) all of the following property (the "*Copyright Collateral*"), whether now owned or hereafter acquired or existing by it, being all copyrights including all copyrights for semi-conductor chip product mask works) of the Grantor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in *Item 5* of *Schedule A* attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, including each copyright license referred to in *Item 6* of *Schedule A* attached hereto, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Patent Collateral, any Trademark and the Copyright Collateral with (as applicable) the United States Patent and Trademark Office, the United States Copyright Office and corresponding offices in other countries of the world, such registration will be completed by, and at the cost of the Grantor. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all of the Credit Obligations and the termination of outstanding Standby L/Cs and the Commitments, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Intellectual Property Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Credit Document. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

AMERICAN ROCK SALT COMPANY LLC

By: 

Ann M. Blake, Chief Financial Officer

SCHEDULE A
Description of Intellectual Property

Item 1: Patents and Patent Applications

None

Item 2: Patent Licenses

None

Item 3: Trademarks, Trade names, *etc.*

Unregistered trademark -"American Rock Salt"

Domain Name —"americanrocksalt.com"

Registered word mark —" American Rock Salt Mined With Pride In The USA" registration no 3245796

Item 4: Trademark Licenses

None

Item 5: Copyrights

None

Item 6: Copyright Licenses

None