

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Release and Termination of Security Interest in Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RBS Citizens, N.A., as Collateral Agent		04/25/2011	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Rock Salt Company LLC		
<b>Street Address:</b>	3846 Retsof Road		
<b>City:</b>	Retsof		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14389		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3245796	AMERICAN ROCK SALT MINED WITH PRIDE IN THE U.S.A.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	672390746		
<b>Email:</b>	kouimet@eapdlaw.com		
<b>Correspondent Name:</b>	Kristine L Ouimet, Senior Paralegal		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	305667.0004		
<b>NAME OF SUBMITTER:</b>	Kristine L Ouimet		
<b>Signature:</b>	/Kristine L Ouimet/		

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**TRADEMARK**  
**REEL: 004528 FRAME: 0392**

Date:

04/25/2011

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 25, 2011, between American Rock Salt Company LLC, a New York limited liability company (the "Grantor") and The Royal Bank of Scotland plc, acting in the capacity as Collateral Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Term Loan Credit Agreement dated as of April 25, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among American Rock Salt Company LLC (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), and The Royal Bank of Scotland plc, as Administrative Agent and Collateral Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower.

WHEREAS pursuant to the Term Loan Security Agreement, dated even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the guarantors from time to time party thereto and the Collateral Agent, the Grantor granted to the Collateral Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement) including the Obligations of the Borrower under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Collateral Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

#### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

#### ***Section 2. Grant of Security Interest in Trademarks***

The Grantor hereby grants to the Collateral Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

AMERICAN ROCK SALT COMPANY LLC

By: 

Name: Ann M. Blake


Title: Chief Financial Officer

(Trademark Security Agreement)

**TRADEMARK**  
**REEL: 004528 FRAME: 0396**

COLLATERAL AGENT:

THE ROYAL BANK OF SCOTLAND plc,  
as Collateral Agent

By:   
Name: Michael Cavounis  
Title: Authorized Signatory

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number	Owner
"AMERICAN ROCK SALT MINED WITH PRIDE IN THE U.S.A."  AND DESIGN	3245796	American Rock Salt Company LLC

UNITED STATES TRADEMARK APPLICATIONS

None.