

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Rock Salt Company LLC		04/25/2011	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as collateral agent		
<b>Street Address:</b>	60 Livingston Avenue		
<b>City:</b>	Saint Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3245796	AMERICAN ROCK SALT MINED WITH PRIDE IN THE U.S.A.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128198200		
<b>Email:</b>	fcutajar@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patents & Trademarks		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1130558-0057		
<b>NAME OF SUBMITTER:</b>	Frances B. Cutajar		
<b>Signature:</b>	/Frances B. Cutajar/		

OP \$40.00 3245796

900190365

**TRADEMARK**  
**REEL: 004529 FRAME: 0529**

Date:

04/27/2011

**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 U.S. Bank National Association, acting in the capacity as Collateral Agent for the benefit of itself and the other Secured Parties (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Indenture dated as of April 25, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Grantor, American Rock Salt Capital Corporation, a New York corporation (the "Co-Issuer" and, together with the Grantor, the "Issuers") and U.S. Bank National Association, as trustee and collateral agent, the Issuers have issued their 8.25% Senior Secured Notes due 2018.

WHEREAS pursuant to the Note Security Agreement, dated as of April 25, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, 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 Secured Obligations;

WHEREAS the parties to the Indenture 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 Indenture) shall occur and be continuing, the right to exercise its remedies under the Indenture and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Indenture 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 Secured 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,  
as Grantor

By: \_\_\_\_\_

  
Name: Amy Blake  
Title: Chief Financial Officer

COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Joshua A. Hahn  
Title: Assistant Vice President

**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.