# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM318428

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Natural Soda Ash Corp.		09/26/2014	non-stock corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.	
Street Address:	2 Corporate Drive, Suite 730	
City:	Shelton	
State/Country:	CONNECTICUT	
Postal Code:	06484	
Entity Type:	national banking association: UNITED STATES	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3620370	ANSAC

## CORRESPONDENCE DATA

Fax Number: 8602758299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 860-275-8285 jscheib@rc.com Email: Jacqueline P. Scheib **Correspondent Name:** Address Line 1: 280 Trumbull Street Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	09/30/2014

#### **Total Attachments: 2**

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> **TRADEMARK** REEL: 005371 FRAME: 0166

## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement (this "<u>Amendment</u>") is made as of the <u>Jac</u> day of September (the "<u>Effective Date</u>") by and between American Natural Soda Ash Corp., a Delaware non-stock corporation (the "<u>Debtor</u>") and JPMorgan Chase Bank, N.A., a national banking association (the "<u>Secured Party</u>"). The Debtor and the Secured Party may be herein referred to as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

**WHEREAS**, on July 10, 2010, the Debtor executed and delivered to the Secured Party a certain Advised Line of Credit Note in the original principal amount of up to \$32,000,000 (as amended, supplemented or otherwise modified from time to time, the "Original Note");

WHEREAS, on October 14, 2013, the Debtor and the Secured Party entered into that certain Amended and Restated Advised Line of Credit Note in the original principal amount of up to \$40,000,000 (as amended, supplemented or otherwise modified from time to time, the "Existing Note"), which Existing Note amended, restated, superseded and replaced in its entirety, the Original Note;

WHEREAS, as security for the obligations of the Debtor to the Secured Party, the Debtor granted to the Secured Party a security interest in all of its assets including, without limitation, all intellectual property of the Debtor and in connection therewith, among other things, the Parties entered into a certain Trademark Security Agreement dated as of July 30, 2010 (the "Agreement");

WHEREAS, the Parties desire to amend the Agreement to clarify and modify certain definitions therein used therein; and

**WHEREAS** pursuant to Section 9 of the Agreement the amendments contemplated by the Parties must be contained in a written agreement signed by the Parties.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Parties agree and acknowledge, that the liens and security interests granted pursuant to the Agreement were and are intended to secure all obligations of the Debtor to the Secured Party whether then existing, now existing or hereafter existing and in connection therewith the Parties desire to clarify the use of certain definitions and capitalized terms in the Agreement pursuant to the following sections.
- 2. Section 1 of the Agreement is hereby amended to delete the current definition of the term "Note" and to replace it with the following definition:

"Note" means that certain Amended and Restated Advised Line of Credit Note dated as of October 4, 2013, from Debtor and payable to Secured Party in the

13138243-v2 09/24/14 4:31 PM original principal amount of up to \$40,000,000, as the same may be extended, amended, modified, restated or otherwise supplemented from time to time.

- 3. In Sections 2 and 11 of the Agreement the term "Obligations" is hereby deleted and the term "Liabilities" is hereby substituted therefor.
- 4. For avoidance of doubt, any reference in the Agreement to the "Note", the "Security Agreement" or the "Liabilities" shall mean and include any extensions, amendments, modifications, substitutions or replacements thereto.
- 5. Subject to the Agreement, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect.

Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

This Amendment will become effective as of the Effective Date. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement and Existing Note are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or Existing Note or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party.

This Amendment is governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to the conflict of laws provisions of such State.

IN WITNESS WHEREOF, each Party has signed this Amendment as of the Effective Date. September 24, 2014

> AMERICAN NATURAL SODA ASH CORP., as Debtor

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RECORDED: 09/30/2014

JPMORGAN CHASE BANK, N.A.,

as Secured Party

By: Mame: Fames P. Murry

Title: authorized OFFICER