FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

12-11-2001

101912374

:R SHEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼

To the Honorable Commissioner: Please record the attached original documents or copy thereof.

12-11-01

1. Name of conveying party(ies):

Sifto Canada Inc.
c/o Compass Minerals Group, Inc.
8300 College Boulevard
Overland Park, KS 66210

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State DE
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Collateral Agent

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State NY
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☐ Other Notice of Security Interest

Execution Date: November 28, 2001

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

12/12/2001 GTON11 00000032 1240702
01 FC:481 40.00 OP
02 FC:482 100.00 OP

Street Address: 400 Seventh Street, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....$ 140.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MacKenzie Henry
Name of Person Signing

MacKenzie Henry
Signature

Decemeber 6, 2001
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002406 FRAME: 0233

TRADEMARKS					
Owner of Record	Trademark	Country	Registration Number)	Application Number	Status
[redacted]					
Sifto Canada Inc.	Quality Pak	US	1,240,702	73/300,181	Registered

TRADEMARK
REEL: 002406 FRAME: 0234

TRADEMARKS					
Owner of Record	Trademark	Country	Registration Number)	Application Number	Status
[redacted]					
Sifto Canada Inc.	Quality Pak (& Design)	US	1,249,473	73/301,410	Registered
[redacted]					
Sifto Canada Inc.	Sifto	US	752,578	72/103,207	Registered
Sifto Canada Inc.	Sifto	US	1,334,953	73/456,529	Registered
[redacted]					
Sifto Canada Inc.	Sifto Premium Plus	US	2,366,775	75/411,502	Registered
[redacted]					

TRADEMARK
REEL: 002406 FRAME: 0235

NOTICE OF
SECURITY INTEREST
IN UNITED STATES TRADEMARKS, PATENTS, AND COPYRIGHTS

THIS NOTICE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, PATENTS, AND COPYRIGHTS ("Notice of Security Interest"), dated as of November 28, 2001, is made by Compass Minerals Group, Inc., and each other Subsidiary of Salt Holdings Corporation identified in the USC&GA (as defined below) (collectively the "Grantors") in favor of JPMorgan Chase Bank, as Collateral Agent.

Reference is made to the the Credit Agreement dated as of the date hereof (the "Credit Agreement") among Salt Holdings Corporation, Compass Minerals Group, Inc., Sifto Canada, Inc., Salt Union Limited, the Lenders party to the Credit Agreement, JPMorgan Chase Bank as Administrative Agent, J.P. Morgan Bank Canada as Canadian Agent, Chase Manhattan International Limited as UK Agent, Deutsche Banc Alex. Brown Inc. as Syndication Agent, Joint Advisor, Co-Lead Arranger and Joint Bookrunner, Credit Suisse First Boston as Co-Documentation Agent and Credit Lyonnais as Co-Documentation Agent. Capitalized terms not otherwise defined herein are defined as in the USC&GA.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Salt Holdings Corporation, the US Borrowers and certain of its Subsidiaries have executed and delivered a United States Collateral and Guarantee Agreement dated as of November 28, 2001 in favor of the Collateral Agent, (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "USC&GA");

WHEREAS, pursuant to the USC&GA, the Grantors pledged and granted to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties a security interest in, inter alia, all General Intangibles, including Trademarks, Patents, and Copyrights; and

WHEREAS, Grantors have duly authorized the execution, delivery and performance of this Notice of Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the US Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Grant of Security Interest. The Grantors hereby pledge and grant a security interest in, effective upon demand made upon the occurrence and during the continuance of an Event of Default, the Trademarks, Patents, and Copyrights (including, without limitation, those items listed on Schedule I hereto), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Notice of Security Interest has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Collateral Agent and the Secured Parties in connection with the USC&GA and is expressly subject to the terms and conditions thereof. The USC&GA (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The parties hereto do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks, Patents, and Copyrights granted hereby are more fully set forth in the USC&GA, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

[SIGNATURE PAGES FOLLOW]

COMPASS MINERALS GROUP, INC.

By: _____
Name:
Title:

GSL CORPORATION

By: Rodney Underdu
Name:
Title:

NAMSCO INC.

By: Rodney Underdu
Name:
Title:

GREAT SALT LAKE MINERALS CORPORATION

By: Rodney Underdu
Name:
Title:

NORTH AMERICAN SALT COMPANY

By: Rodney Underdu
Name:
Title:

CAREY SALT COMPANY

By: Rodney Underdu
Name:
Title:

JPMorgan Chase Bank, as Collateral Agent

By: _____
Name:
Title:

STATE OF NEW YORK)
) **ss:**
COUNTY OF NEW YORK)

On the 28th day of November in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Rodney L. Underdown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Eileen A. Krakauer

Notary Public

EILEEN A. KRAKAUER
Notary Public, State of New York
No. 01KR4637224
Qualified in New York County
Commission Expires April 30, 2002

NY_DOCS\573075.1[W2000]

COMPASS MINERALS GROUP, INC.

By: _____
Name:
Title:

GSL CORPORATION

By: _____
Name:
Title:

NAMSCO INC.

By: _____
Name:
Title:

GREAT SALT LAKE MINERALS CORPORATION

By: _____
Name:
Title:

NORTH AMERICAN SALT COMPANY

By: _____
Name:
Title:

CAREY SALT COMPANY

By: _____
Name:
Title:

JPMorgan Chase Bank, as Collateral Agent

By: Marian N. Schulman
Name:
Title: Marian N. Schulman
Vice President

STATE OF NEW YORK)
)
) ss:
COUNTY OF NEW YORK)

On the 28th day of November in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Marian Schulman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Rose O'Connor
Notary Public

ROSE O'CONNOR
NOTARY PUBLIC, State of New York
No. 31-4750801
Qualified in New York County
Commission Expires October 31, 2001

SCHEDULE I

Intellectual Property

* PTO records do not yet show this owner, but Recordations have been filed.

(a) (i) Patents

PATENTS					
Owner of Record	**Title**	**Country**	**Reg. No. (App. No.)**	**Issue Date**	**Status**
Great Salt Lake Minerals Corporation	High Solubility K2SO4/KNO4	USA	5,735,929	4/7/1998	Issued
Great Salt Lake Minerals Corporation	High Water Solubility Potassium Sulfate and Method of Producing Same	Mexico	182699 MX93006287	9/18/1996	Issued
Great Salt Lake Mineral Corporation	High Water Solubility Potassium Sulfate and Method of Producing Same	USA	5,298,050	3/29/1994	Issued
North American Salt Company, Forrest M. McConnel	Ice Melter and Method of Making Same	Canada	1,217,040	1/27/191987	Issued
North American Salt Company	Ice Melter and Method of Making Same	USA	RE 32,477	8/18/1987	Issued
North American Salt Company, Margaret B. Connor; Joseph P. Tratnyek	Ice Melter Compromising an Alpha-Methyl Glucoside and Method for Making Same	Canada	1,340,705	8/10/1999	Issued

TRADEMARK
REEL: 002406 FRAME: 0243

PATENTS					
Owner of Record	**Title**	**Country**	**Reg. No. (App. No.)**	**Issue Date**	**Status**
North American Salt Company	Ice Melter Composition prepared by coating Granular Sodium and Potassium Chloride with a Mixture of Urea and an Alpha-Methyl Glucoside	Canada	2,144,206	1/11/2000	
North American Salt Company	Ice Melter Compromising an Alpha-Methyl Glucoside and Method for Making Same	USA	4,960,531	10/2/1990	Issued
North American Salt Company	Ice Melter with Coating of Alpha-Methyl Glucosine Mixture and Method of Making Same	USA	5,482,639	1/9/1996	Issued
Sifto Canada Inc.	Reclosable Container With Pouring Spout	USA	6,116,502	9/12/2000	Issued
Sifto Canada Inc.	Reclosable Container With Pouring Spout	Canada	CA 2,280,282	8/12/1999	Issued
Carey Salt Company, Inc.	Method and Apparatus for Scaling Mine Roofs and Ribs	USA	5,407,252	4/18/1995	Issued

TRADEMARK
REEL: 002406 FRAME: 0244

(a) (ii) Trademarks

TRADEMARKS					
Owner of Record	**Trademark**	**Country**	**Registration Number)**	**Application Number**	**Status**
Great Salt Lake Minerals Corporation	Freezgard	Canada	TMA359886	595812	Registered
Great Salt Lake Minerals Corporation	ICEGARD	Canada	TMA356232	595810	Registered
Great Salt Lake Minerals Corporation	Qwiksalt	Canada	TMA351594	0595811	Registered
Great Salt Lake Minerals Corporation	The Nicer Deicer	Canada	TMA378,114	638,162	Registered
North American Salt Company*	FUSION	Canada	TMA508,967	803,492	Registered
North American Salt Company*	K-Life	Canada	TMA373,100	630,980	Registered
North American Salt Company*	Nature's Own	Canada	TMA438,829	741,983	Registered
North American Salt Company*	Ag Select	US	2,343,939	75/331,357	Registered
North American Salt Company*	Fast Melt	US	2,310,029	75/427,572	Registered
North American Salt Company*	K-Life	US	1,580,919	73/791,000	Registered
North American Salt Company*	Natural Salt	US	2,367,162	75/331,363	Registered
North American Salt Company*	Nature's Own	US	1,937,487	74/465,914	Registered
North American Salt Company*	Professional Blend	US	2,250,361	75/331,222	Registered
North American Salt Company*	Pure Melt	US	2,307,769	75/331,275	Registered
North American Salt Company*	Resin Kleen	US	2,322,165	75/331,217	Registered
North American Salt Company*	Safe Step	Canada	TMA266767	0459844	Registered
North American Salt Company*	Safe Step	US	1,070,471	73/088,671	Registered
North American Salt Company*	Watershed	US	1,730,489	74/164,930	Registered

TRADEMARK
REEL: 002406 FRAME: 0245

TRADEMARKS					
Owner of Record	**Trademark**	**Country**	**Registration Number)**	**Application Number**	**Status**
Great Salt Lake Minerals Corporation	Dustgard	US	1,151,408	73/227,314	Registered
Great Salt Lake Minerals Corporation	ESP	US	2,060,627	75/018,007	Registered
Great Salt Lake Minerals Corporation (to be assigned to North American Salt Company)	Freezgard	US	1,492,784	73/678,678	Registered
Great Salt Lake Minerals Corporation	GSL (& Design)	US	954,783	72/378,361	Registered
Great Salt Lake Minerals Corporation	SOLU-MAG	US	1,143,031	73/219,394	Registered
Great Salt Lake Minerals Corporation	Sun Soft	US	1,419,634	73/586,452	Registered
Great Salt Lake Minerals Corporation	Turf Blend	US	1,802,966	75/321,693	Registered
North American Salt Company	"HI-SALT"	US	1,862,227	74/466,592	Registered
North American Salt Company	25 Below	US	1,921,339	74/427,195	Registered
North American Salt Company	A Slice of The Sun	US	1,258,098	73/392,459	Registered
North American Salt Company	AGPURE	US	1,278,233	73/392,441	Registered
North American Salt Company	American (& Design)	US	1,726,813	74/121,891	Registered
North American Salt Company	American Stockman	US	2,336,159	75/729,998	Registered
North American Salt Company	ASPEN	US		76/197,802	Pending
North American Salt Company	Big 6	US		76/119,730	Pending
North American Salt Company	BUYSALT	US		76/156,653	Pending
North American Salt Company	CAL-PRO	US	2,146,710	75/113,353	Registered

TRADEMARK
REEL: 002406 FRAME: 0246

TRADEMARKS					
Owner of Record	**Trademark**	**Country**	**Registration Number)**	**Application Number**	**Status**
North American Salt Company	CAREY (& Design)	US	1,047,808	73/077,616	Registered
North American Salt Company	Carey Salt (& Design)	US	1,242,477	73/357,497	Registered
North American Salt Company	Design (Logo Only)	US	2,222,944	75/466,194	Registered
North American Salt Company	Design Only	US		76/133,082	Pending
North American Salt Company	Design Only (Farm House & Silo)	US	2,348,790	75/767,787	Registered
North American Salt Company	EASY FLOW	US		76/201,235	Pending
North American Salt Company	Equine Micro 100	US	2,441,625	75/787,994	Registered
North American Salt Company	ESALT	US		75/919,601	Final refusal to register mailed 3/30/2001
North American Salt Company	Freezgard	US		76/228,412	Pending
North American Salt Company	Fusion	US	2,059,927	74/712,529	Registered
North American Salt Company	Girl Bathing In Bubbles (Logo Only)	US	1,252,600	73/357,410	Registered
North American Salt Company	Girl Pouring Salt (Logo Only)	US	1,258,749	73/357,498	Registered
North American Salt Company	Girl Salting Popcorn (logo Only)	US	1,257,750	73/357,500	Registered
North American Salt Company	Girl Throwing Salt (Logo Only)	US	1,252,598	73/357,398	Registered
North American Salt Company	Girl With A Pickle (Logo Only)	US	1,258,750	73/357,499	Registered
North American Salt Company	Girl With Ice Cream (Logo Only)	US	1,252,599	73/357,399	Registered
North American Salt Company	Granulated Premium	US	1,316,335	73/357,409	Registered
North American Salt Company	Guardian	US	1,924,380	74/508,933	Registered
North American Salt Company	Guardian (& Design)	US	1,949,650	74/530,264	Registered

TRADEMARK
REEL: 002406 FRAME: 0247

TRADEMARKS					
Owner of Record	**Trademark**	**Country**	**Registration Number)**	**Application Number**	**Status**
North American Salt Company	Ice Master	US	1,970,478	74/525,222	Registered
North American Salt Company	Ice-A-Way	US	2,418,692	75/639,072	Registered
North American Salt Company	Ice-O-Later	US	1,965,532	74/665,776	Registered
North American Salt Company	Industrial Purity	US	2,293,344	75/368,890	Registered
North American Salt Company	Iodized Table Salt (Logo Only)	US	2,265,223	75/022,097	Registered
North American Salt Company	Iron Check	US	1,461,524	73/618,445	Registered
North American Salt Company	KOOS	US	1,924,942	74/525,867	Registered
North American Salt Company	Kosher Salt (Logo Only)	US	2,159,297	75/022,095	Registered
North American Salt Company	MG 104	US	1,651,248	74/050,882	Registered
North American Salt Company	Mini-Cube (& Design)	US	1,306,618	73/344,938	Registered
North American Salt Company	MIRA-CUBES	US	1,258,097	73/392,458	Registered
North American Salt Company	N & Design	US		76/287,681	Pending
North American Salt Company	NAMSCO	US	1,864,465	74/469,603	Registered
North American Salt Company	NITRO-BITE	Canada	TMA495646	783424	Registered
North American Salt Company	NITRO-BITE	US	2,029,236	74/651,052	Registered
North American Salt Company	NORTH AMERICAN SALT COMPANY	US		76/249,609	Filed
North American Salt Company	Pellets Plus	US	2,058,190	74/704,937	Registered
North American Salt Company	Penguin Design (new logo)	US		76/228,411	Pending
North American Salt Company	PENGUIN DESIGN (Words Only)	US		76/133,082	Pending
North American Salt Company	Plus 20	Canada	TMA498334	803676	Registered

TRADEMARK
REEL: 002406 FRAME: 0248

TRADEMARKS					
Owner of Record	**Trademark**	**Country**	**Registration Number)**	**Application Number**	**Status**
North American Salt Company	Plus 20	US	2,046,643	75/001,456	Registered
North American Salt Company	Popcorn Salt (Logo Only)	US	2,265,222	75/022,096	Registered
North American Salt Company	Premium 1000	US		75/368,334	Allowed
North American Salt Company	ProSoft	US	1,980,173	74/552,268	Registered
North American Salt Company	Pure-Block (Stylized)	US	1,306,574	73/392,439	Registered
North American Salt Company	Rust Buster (& Design)	US	980,184	72/426,057	Registered
North American Salt Company	Safe Grip	Canada	TMA454,152	733999	Registered
North American Salt Company	Safe Grip	US	1,830,963	74/377,318	Registered
North American Salt Company	Snow 'N Sleet	US	1,787,299	74/294,339	Registered
North American Salt Company	Softness Worth Its Salt	US	2,012,826	74/672,257	Registered
North American Salt Company	Solar Cube (& Design)	US	1,431,652	73/605,584	Registered
North American Salt Company	Solar Cube Plus	US	2,058,191	74/704,938	Regstered
North American Salt Company	Solar Salt (& Design)	US	1,700,046	74/122,238	Registered
North American Salt Company	Special Purity	US	1,952,525	74/558,065	Registered
North American Salt Company	Standing Between You And The Hazards OF Winter	US	1,920,613	74/525,988	Registered
North American Salt Company	SUNPURE	US	1,258,096	73/392,440	Registered
North American Salt Company	Sure Soft	US	2,456,304	75/786,263	Registered
North American Salt Company	Tough On Ice Gentle On Everything Else	US		76/133,083	Pending
North American Salt Company	Ultra 100	US	2,042,435	75/001,457	Registered
North American Salt Company	Ultra Mag	US		76/059,750	Pending

TRADEMARK
REEL: 002406 FRAME: 0249

TRADEMARKS					
Owner of Record	**Trademark**	**Country**	**Registration Number)**	**Application Number**	**Status**
North American Salt Company	UNI-CUBE	US	969,942	72/426,059	Registered
North American Salt Company	Winter Storm	Canada	TMA453332	0734498	Registered
North American Salt Company	Winter Storm	US	1,808,289	74/292,228	Registered
North American Salt Company	Works Miracles In Hard Water	US	1,271,234	73/392,487	Registered
North American Salt Company	EVAPURE & Design	US	1,396,294	73/561,498	Registered
Kalium Canada Ltd. *	Nature's Own	Puerto Rico	36579	36579	Registered
IMC USA, Inc.*	K-Life	US	1,580,919	73/791,000	Registered
Minosus Ltd.	Deepstore	United Kingdom	2192836	2192836	Registered
NAMSCO Inc.	N Square Design (Logo Only)	Canada	TMA467635	669208	Registered
North American Salt Company	Ice-O-Later	Canada	TMA477,109	807356	Registered
Salt Union Limited	Betrox	United Kingdom	809664		Registered
Salt Union Limited	Cassava	OAPI			
Salt Union Limited	Geovault	United Kingdom	2234346	2234346	Registered
Salt Union Limited	Hydrosoft	Ireland	167,329		Registered
Salt Union Limited	Hydrosoft	United Kingdom	2042669		Registered
Salt Union Limited	Hydrosoft and Design	United Kingdom	B1229125		Registered
Salt Union Limited	Lindrox	United Kingdom	1213282		Registered
Salt Union Limited	Lindrox	United Kingdom	B1211441		Registered
Salt Union Limited	Salt Union	United Kingdom	1514415		Registered
Salt Union Limited	Salt Union and Design	United Kingdom	1514414	1514414	Registered
Salt Union Limited	Snowflake	Benelux	433478	700375	Registered
Salt Union Limited	Thawrox	United Kingdom	B1207483		Registered

TRADEMARKS					
Owner of Record	**Trademark**	**Country**	**Registration Number)**	**Application Number**	**Status**
Salt Union Limited	Treadsafe	United Kingdom	2275559	2275559	Registered
Salt Union Limited	DMS	United Kingdom	2271924	2271924	Registered
Sifto Canada Inc.	Aqua Magic	Canada	TMA131357	270701	Registered
Sifto Canada Inc.	Aqua Magic Cristal Plus A Formule Super Nettoyante	Canada	TMA351491	598608	Registered
Sifto Canada Inc.	Aqua Magic Crystal	Canada	TMA324568	553365	Registered
Sifto Canada Inc.	Aqua Magic Crystal Plus With Resin Clean Formula	Canada	TMA333924	558080	Registered
Sifto Canada Inc.	Baking Soda Nature's Way	Canada	TMA451286	765455	Registered
Sifto Canada Inc.	Canadian Stockman	Canada		1039446	Pending
Sifto Canada Inc.	Crystal Plus	Canada	TMA414048	700739	Registered
Sifto Canada Inc.	Handipak	Canada	TMA134280	276842	Registered
Sifto Canada Inc.	ICEtech	Canada	TMA385875	636684	Registered
Sifto Canada Inc.	IDEAL	Canada	TMDA035,073	484353	Registered
Sifto Canada Inc.	L'Express Mineral	Canada	TMA441461	738919	Registered
Sifto Canada Inc.	Laurentide	Canada	TMA105139	235265	Registered
Sifto Canada Inc.	MEDI-BLOC	Canada	TMA405195	668195	Registered
Sifto Canada Inc.	MEDI-BOOT	Canada	TMA385906	643978	Registered
Sifto Canada Inc.	Mineral Express	Canada	TMA441451	738257	Registered
Sifto Canada Inc.	MINI-SALT	Canada	TMA163035	314757	Registered
Sifto Canada Inc.	Pioneer	Canada	TMDA035043	117324	Registered
Sifto Canada Inc.	Purity Brand Salt	Canada	TMDA014512		Registered
Sifto Canada Inc.	Quality Pak	US	1,240,702	73/300,181	Registered

TRADEMARK
REEL: 002406 FRAME: 0251

TRADEMARKS					
Owner of Record	**Trademark**	**Country**	**Registration Number)**	**Application Number**	**Status**
Sifto Canada Inc.	Quality Pak (& Design)	Canada	TMA295847	479906	Registered
Sifto Canada Inc.	Quality Pak (& Design)	US	1,249,473	73/301,410	Registered
Sifto Canada Inc.	Selenium Gold 120	Canada	TMA400870	678394	Registered
Sifto Canada Inc.	Sifto	Canada	UCA046567	219580	Registered
Sifto Canada Inc.	Sifto	US	752,578	72/103,207	Registered
Sifto Canada Inc.	Sifto	US	1,334,953	73/456,529	Registered
Sifto Canada Inc.	Sifto Cubes	Canada	TMA546897	1005807	Registered
Sifto Canada Inc.	Sifto Cubes (& Design)	Canada	TMA546896	1005808	Registered
Sifto Canada Inc.	Sifto Design	Canada	TMA168,428	0322352	Registered
Sifto Canada Inc.	Sifto Diet Pac	Canada	TMA206434	360734	Registered
Sifto Canada Inc.	Sifto Diet Regi Pac & Design	Canada	TMA206,724	360733	Registered
Sifto Canada Inc.	Sifto Premium Plus	Canada	TMA514076	849719	Registered
Sifto Canada Inc.	Sifto Premium Plus	US	2,366,775	75/411,502	Registered
Sifto Canada Inc.	Sifto Regi Pac	Canada	TMA204465	360732	Registered
Sifto Canada Inc.	Sifto Ultra Crystal (& Design)	Canada	TMA508,712	849291	Registered
Sifto Canada Inc.	Sifto-100	Canada	TMA189,219	349241	Registered
Sifto Canada Inc.	Sifto-325	Canada	TMA176,825	335191	Registered
Sifto Canada Inc.	Sifto-50	Canada	TMA292062	0446863	Registered
Sifto Canada Inc.	Sodium Bicarbonate Nature's Way	Canada	TMA451285	765454	Registered
Sifto Canada Inc.	Trisal	Canada	TMA402168	642288	Registered
Sifto Canada Inc.	Vinsel	Canada	TMA178779	329697	Registered

TRADEMARK
REEL: 002406 FRAME: 0252

COMMON LAW MARKS					
Owner of Record	**Trademark**	**Country**	**Registration Number**	**Application Number**	**Status**
North American Salt Company	Safe Step Plus	Canada	None	None	Unregistered
North American Salt Company	American Salt & Design	US	None	None	Unregistered

TRADEMARK
REEL: 002406 FRAME: 0253

DOMAIN NAMES		
Owner of Record	**Domain Name**	**Registry**
Harris Chemical Group, Inc. *n/k/a IMC Inorganic Chemicals Inc.*	www.imcsalt.com	Network Solutions Inc.
North American Salt Company	www.esalt.com	Network Solutions Inc.
Code Interactive	www.deicingmanagement.co.uk	Webconsultancy
Code Interactive	www.deicingmanagement.com	Melbourne IT, LTD Internet Names Worldwide
Salt Union Ltd.	www.itsul.com	Network Solutions Inc.
Salt Union Ltd.	www.itsul.co.uk	U-NET
Salt Union Ltd.	www.directsalt.com	Network Solutions Inc.
Salt Union Ltd.	www.saltdirect.com	Network Solutions Inc.
Salt Union Ltd.	www.saltunion.com	Network Solutions Inc.
Salt Union Ltd.	www.southernsalt.com	Network Solutions Inc.
Salt Union Ltd.	www.thedeicingbusiness.com	Melbourne IT, LTD Internet Names Worldwide
Code Interactive	www.deicingservices.co.uk	Webconsultancy
Minosus Ltd.	www.minosus.co.uk	UUNETPIPEX
Perception Interactive Ltd.	www.minosus.com	Network Solutions Inc.
Salt Union Ltd.	www.saltunion.ltd.uk	UUNETPIPEX
Salt Union Ltd.	www.saltunion.co.uk	NETNAMES
Salt Union	www.saltonline.co.uk	MAGMOM
Salt Union Ltd.	www.salt.co.uk	UUNETPIPEX
Code Interactive	www.saltforschools.com	Core Internet Council of Registrars
Code Interactive	www.salt4schools.com	Core Internet Council of Registrars

TRADEMARK
REEL: 002406 FRAME: 0254

DOMAIN NAMES		
Owner of Record	**Domain Name**	**Registry**
Salt Union Ltd.	www.de-icing.co.uk	U-NET
Accounts Dept. – Salt Union	www.directsalt.org.uk	UK2NET
Accounts Dept. – Salt Union	www.directsalt.net	Computer Services Langenbach gmbh DBA Joker.com
Account Dept. – Salt Union	www.directsalt.org	Computer Services Langenbach gmbh DBA Joker.com
Salt Union Ltd.	www.southernsalt.co.uk	UUNETPIPEX
Salt Union Ltd.	www.londonsalt.co.uk	UUNETPIPEX
Minosus t/a Deepstore	www.deepstore.co.uk	UUNETPIPEX
Anglian Salt	www.angliansalt.co.uk	ECNG
Perception Interactive Ltd.	www.deepstore.com	Network Solutions Inc.

TRADEMARK
REEL: 002406 FRAME: 0255

(a) (iii) Copyrights

COPYRIGHTS					
Owner of Record	**Title**	**Country**	**Registration Number**	**Issue Date**	**Status**
Great Salt Lake Minerals & Chemicals Corporation	Theory and Practice of Extracting Minerals From Brine: v. I, solar ponds	USA	TX1470245	12/10/1984	Registered
NAMSCO Inc.	Greens N'things written by Anne Borella	Canada	286663	5/24/78	Registered
NAMSCO Inc.	Heavenly Homemade Ice Cream written by Anne Borella	Canada	286665	5/24/78	Registered
NAMSCO Inc.	Savoury Soups & Go-Alongs written by Anne Borella	Canada	286664	5/24/78	Registered
NAMSCO Inc.	Under the Crust written by Anne Borella	Canada	286662	5/24/78	Registered
NAMSCO Inc.	A Guide to Meat Curing at Home written by Anne Borella	Canada	286666	5/24/78	Registered
NAMSCO Inc.	Pickles 'N' Things to Tickle Yur Palate written by Anne Borella	Canada	28667		

TRADEMARK
REEL: 002406 FRAME: 0256

Software	Owner	Description
Probe Distribution/Inventory Management	North American Salt Company	Distribution/inventory management software for salt products

TRADEMARK
REEL: 002406 FRAME: 0257

(a) (iv) Agreements and Licenses

AGREEMENTS AND LICENSES					
Agreement	**Parties to Agreement**	**Title of Contract**	**Country**	**Terms**	
Work Product Agreement	Salt Union Limited and Code Interactive Ltd.	Intellectual Property Rights Assignment Contract	U.K.	Code Interactive grants to Salt Union entire copyright, design right and all other intellectual property rights subsisting in or attached to the any of the Salt Union internet sites. This includes the handing over of Licenses for any Domain Names or hosting agreements purchased on Salt Union's behalf.	
Consulting and Confidentiality Agreement	North American Salt Company and Technologix Decision Sciences Inc. ("Consultant")	Agreement to design, develop and implement a Strategic Distribution Modeling Software (for deicing)	US	The Strategic Distribution Model and all other information and materials developed by Consultant under this Agreement will be the property of North American Salt Company	
System/Software Services Agreement	Salt Union Limited/Comice Computing Associates Limited	Agreement for Support Services between Salt Union Limited and Comice Computing Associated Limited 2001	UK	[Copy of the signed agreement not in file – waiting confirmation by Salt Union if there is a signed agreement in place]	
Software License	North American Salt Company	Fioravanti-Redwood International LLP	US	E-Commerce software	

TRADEMARK
REEL: 002406 FRAME: 0258

AGREEMENTS AND LICENSES					
Agreement	**Parties to Agreement**	**Title of Contract**	**Country**	**Terms**	
Licenses	Licensee	Licensor	Country	Licensed Intellectual Property	Goods
Software License	IMC Global Inc.	Oracle Financials	US	ERP Software	
Software License	IMC Global Inc.	Indus International	US	Plant Maintenance Software	
Software License	Salt Union Limited	Ross Systems	UK	ERP Software	
License Agreement.	ICI Nutrition	Salt Union Limited	UK	Lindrox trademark	Salt for animal feed
Trademark License and Distribution Agreement	North American Salt Company	Culligan International Company	US	CULLIGAN (block); CULLIGAN (script); Wave (design); CULLIGAN (script) and wave (design); Swirling "C" (design); CARE CUBES trademarks	Salt products sold to Culligan Dealers only under the Culligan licensed trademarks
Trademark License and Distribution Agreement	North American Salt Company	Culligan International Company	US	CULLIGAN (block); CARE CUBES; CULLIGAN wave design trademarks	Salt products in the Care Cubes line.

TRADEMARK
REEL: 002406 FRAME: 0259

AGREEMENTS AND LICENSES					
Agreement	**Parties to Agreement**	**Title of Contract**	**Country**	**Terms**	
License Agreement	Hydro Agri North American Inc.	Great Salt Lake Minerals Corporation	US	ESP trademark reg. no. 2,060,627; patent no. 5,298,050; patent 5,735,929	Exclusive license to Hydro for technology relating to ESP-K-Sulfate Solution together with the trademark rights regarding the mark ESP
License Agreement	Vigoro Canada Acquisition Corp.	IMC Kalium Canada Ltd	Canada	Canadian trademarks (FUSION; MIRACLE MELT; NITRO-BITE; PLUS 20; SAFE GRIP; SAFE STEP; SAFE PROFESSIONAL STEP; ULTRA 100; WINTER STORM) AND patents (1,217,040; 1,340,705; 2,144,206)	NOTE: Canadian MIRACLE MELT abandonned 8/16/00 and ULTRA 100 abandoned 12/15/99.

(b) **Exceptions**

(i) Ownership Exceptions. Certain of the patents, trademarks and copyrights listed on Schedule I(a)(i), (ii) and (iii) are not listed in the applicable intellectual property registry as being held in the name of any Acquired Company, as indicated by the designation [*]. As of the Closing, any of such patents, trademarks and copyrights that are not listed as "Abandoned" have been assigned to an Acquired Company and such assignments have been filed or are in the process of being filed with the applicable intellectual property registry, or a name change has been filed or is in the process of being filed with the applicable intellectual property registry to reflect the proper name of an Acquired Company, as appropriate.

TRADEMARK
REEL: 002406 FRAME: 0260

(ii) In a Settlement Agreement dated October 19, 2001, by and between Cargill, Incorporated, IMC Salt, Inc. and IMC Kalium Ltd (n/k/a IMC USA, Inc., the parties to the Settlement Agreement settled the dispute arising out of IMC's applications for the trademarks WHITE DIAMOND and DIAMOND HARD DIAMOND PURE. A copy of the Settlement Agreement has been provided to Purchaser.

(iii) None

(iv) None

(v) Status Exceptions. Certain of the patents, trademarks and copyrights are abandoned, expired or cancelled, as marked in Schedule I (i), (ii) and (iii). U.S. Patent Number 4,512,907 is considered "expired" when it was reissued as RE 32,477. Although the records of the PTO indicate that the re-issue expired on 4-23-97, all maintenance fees have been paid, and the patent is in force.

RECORDED: 12/11/2001

TRADEMARK
REEL: 002406 FRAME: 0261