

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMC Chemicals Inc.		01/01/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IMC Chemicals Sales Inc.		
Street Address:	9401 Indian Creek Parkway		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76577641		
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2149813483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	717 N. Harwood Ste. 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	49721/80180		
NAME OF SUBMITTER:	Dusan Clark		
Total Attachments: 2			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of January 1, 2004 ("Assignment"), by IMC Chemicals Inc., a Delaware corporation ("Assignor"), in favor of IMC Chemicals Sales Inc., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to the Transfer Agreement, dated as of January 1, 2004 (the "Transfer Agreement"); and

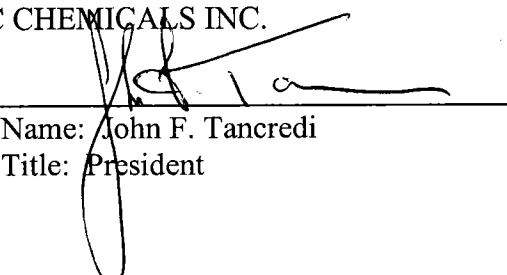
WHEREAS, Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to acquire and assume all of Assignor's right, title, benefit, privileges and interest in, to, and under the Trademarks (as defined in the Transfer Agreement) set forth on Schedule A hereto, and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title, benefit, privileges and interest in, to, and under (i) the Trademarks, (ii) the goodwill of the business symbolized by the Trademarks, (iii) all income, royalties, damages, and payments now or hereafter due or payable in respect to the Trademarks, and (iv) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution, or misappropriation of the rights assigned to Assignee, respectively, hereunder, and all rights corresponding thereto throughout the world.

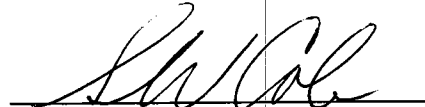
Assignor shall reasonably cooperate with Assignee in executing appropriate assignment documents provided by Assignee required for completing the formalities to secure to Assignee the rights hereby transferred, upon request of Assignee.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date above first written.

ASSIGNOR:
IMC CHEMICALS INC.

By: 
Name: John F. Tancredi
Title: President

Acknowledged and Accepted:
ASSIGNEE:
IMC CHEMICALS SALES INC.

By: 
Name: Stephen W. Cole
Title: Vice President

IMC CHEMICALS INC. TRADEMARKS SCHEDULE

U.S. REGISTERED OR PENDING MARKS

MATTER NO.	TRADEMARK	COUNTRY	APP. NO.	FILING DATE	REG. NO.	ISSUE DATE
49721/14002	FOLIAREL	UNITED STATES	73/545907	6/27/85	1532474	4/4/89
49721/07507	PYROBOR	UNITED STATES	71/345,696	1/6/34	312,963	5/15/34
49721/00713	THREE ELEPHANT	UNITED STATES	73/417549	3/17/1983	1279427	5/29/1984
49721/00706	THREE ELEPHANT	UNITED STATES	72/130995	10/31/1961	745263	2/19/1963
49721/00726	THREE ELEPHANT	UNITED STATES	76/460275	10/15/2002	2,741,696	7/29/2003
49721/00707	THREE ELEPHANT (& DESIGN)	UNITED STATES	72/139258	3/7/1962	747438	4/2/1963
49721/00710	THREE ELEPHANT (& DESIGN)	UNITED STATES	72/139260	3/7/1962	747499	4/2/1963
49721/00725	THREE ELEPHANT (& DESIGN)	UNITED STATES	76/460024	10/15/2002	2,804,336	1/13/2004
49721/02001	ZINBOREL	UNITED STATES	75/597920	12/2/1998	2530224	1/15/2002

U.S. PROPOSED APPLICATIONS

MATTER NO.	TRADEMARK	COUNTRY	APP. NO.	FILING DATE	REG. NO.	ISSUE DATE
49721/68301	BIOCARB	UNITED STATES	78/373,637	2/25/2004		
49721/31301	SQUARE WITHIN AN OCTAGON (LOGO ONLY)	UNITED STATES	76/577,641	2/25/2004		