

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innophos, Inc.		08/13/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc., as Administrative Agent
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	742736	ACTIF-8
Serial Number:	76597566	AJAX
Serial Number:	76602102	AMERIFOS
Registration Number:	1967070	A-TAB
Registration Number:	804945	B. P. PYRO
Registration Number:	1504464	BAC-N-FOS
Registration Number:	733870	BL-60
Registration Number:	741126	BL-60
Serial Number:	76602101	CAL-RISE
Registration Number:	604548	CURAFOS
Registration Number:	1263890	CURAVIS
Registration Number:	1271420	CURAVIS
Registration Number:	1273245	CURAVIS
Registration Number:	626324	CURAVIS
Registration Number:	1136529	DI-TAB

OP \$1265.00 742736

Registration Number:	799003	DONUT PYRO
Registration Number:	1846429	DURAPHOS
Serial Number:	76535875	EXPANDIA
Serial Number:	76602107	INNOFOS
Serial Number:	76602106	INNOPHOS
Serial Number:	76605086	INNOPHOS
Serial Number:	76496277	INNOVALT
Registration Number:	745913	KENA
Registration Number:	796083	LEVAIR SODIUM ALUMINUM PHOSPHATE
Registration Number:	813262	LEVAIR SODIUM ALUMINUM PHOSPHATE
Registration Number:	2727650	MICROPHOS
Registration Number:	770181	PERFECTION
Registration Number:	788894	PHOSBRITE
Registration Number:	788891	PHOSBRITE
Serial Number:	76544002	PUROFIT
Registration Number:	509840	REGENT
Registration Number:	1835088	REGENT 12XX
Registration Number:	1180713	REGENT 12XX
Registration Number:	1856872	SAPP # 4
Registration Number:	843377	TATERFOS
Registration Number:	2352583	TEXTUR-RISE
Registration Number:	2832870	TORTILLA-RISE
Registration Number:	1256467	TRI-TAB
Registration Number:	789293	V-25
Registration Number:	791305	V-25
Registration Number:	792367	V-25
Registration Number:	509841	V-90
Registration Number:	741127	V 90
Registration Number:	2862995	VERSACAL
Registration Number:	764121	VICTABRITE
Registration Number:	538829	VICTOR
Registration Number:	2132612	VICTOR
Registration Number:	799694	VICTOR CREAM
Registration Number:	1831470	VITRAFOS
Registration Number:	593493	VITRAFOS

TRADEMARK

REEL: 002958 FRAME: 0315

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0095
NAME OF SUBMITTER:	Rhonda DeLeon

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of August 13, 2004, by INNOPHOS, INC. (the "Grantor"), in favor of BEAR STEARNS CORPORATE LENDING INC., as administrative agent (in such capacity, as the "Administrative Agent") for the benefit of the banks, financial institutions and other entities (the "Lenders") from time to time parties to the Credit Agreement dated as of August 13, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, INNOPHOS, INC. a Delaware corporation (the "Borrower"), has entered into a Credit Agreement, dated as of August 13, 2004, with the banks and other financial institutions and entities from time to time party thereto (the "Lenders"), BEAR, STEARNS & CO. INC. and UBS SECURITIES LLC, as joint lead arrangers and joint bookrunners (in such capacity, the "Lead Arrangers"), BEAR STEARNS CORPORATE LENDING INC. and UBS SECURITIES LLC, as co-syndication agents (in such capacity, the "Co-Syndication Agents"), NATIONAL CITY BANK, as documentation agent, (in such capacity, the "Documentation Agent"), and BEAR STEARNS CORPORATE LENDING, INC. as administrative agent (in such capacity, the "Administrative Agent").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Borrower and Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of August 13, 2004, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties and, upon the payment in full of all amounts owed to the Secured Parties, has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

WHEREAS, this Agreement is supplemental to the provisions contained in the Guarantee and Collateral Agreement and the Credit Agreement and, in the event of an inconsistency among them, the Credit Agreement shall control over the Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement shall control over this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(ii) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

(iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(iv) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time); and

(v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

(b) Certain Limited Exclusions. Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under

or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law and (ii) the Collateral shall not include any intent-to-use applications for United States Trademarks prior to the filing of a statement of use thereof to the extent, if any, that the grant of a security interest therein would violate Section 10 of the U.S. Trademark Act, 15 U.S.C. 1060.

(c) In the event recordation against any intellectual property registered outside the United States becomes necessary, Grantor will use commercially reasonable efforts to update title to such intellectual property where necessary and to otherwise assist in such recordation.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

4. COUNTERPARTS This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

INNOPHOS, INC.

By: Mark Furubach
 Name: _____
 Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
)
 COUNTY OF New York) ss.

On this 13th day of August, 2004 before me personally appeared Mark Furubach, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Robert J. Tan
 Notary Public

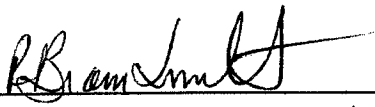
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ROBERT J. TAN
 NOTARY PUBLIC, State of New York
 No. 017A808307
 Qualified in Nassau County
 Commission Expires August 27, 2005

[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: 
Name: _____
Title: Richard Bram Smith
Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 002958 FRAME: 0321

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

Country	Trademark Name	App./Reg. Number
U.S.	ACTIF-8	742,736
U.S.	AJAX	76/597,566
U.S.	AMERIFOS	76/602,102
U.S.	A-TAB	1,967,070
U.S.	B.P. PYRO	804,945
U.S.	BAC-N-FOS	1,504,464
U.S.	BL-60	733,870
U.S.	BL-60	741,126
U.S.	CAL-RISE	76/602,101
U.S.	CURAFOS	604,548
U.S.	CURAVIS	1,263,890
U.S.	CURAVIS	1,271,420
U.S.	CURAVIS	1,273,245
U.S.	CURAVIS	626,324
U.S.	DI-TAB	1,136,529
U.S.	DONUT PYRO	799,003
U.S.	DURAPHOS	1,846,429
U.S.	EXPANDIA	76/535,875
U.S.	INNOFOS	76/602,107
U.S.	INNOFOS	76/602,106
U.S.	INNOFOS + LOGO	
U.S.	INNOVALT	76/496,277
U.S.	KENA	745,913
U.S.	LEVAIR	796,083
U.S.	LEVAIR	813,262
U.S.	MICROPHOS	2,727,650
U.S.	PERFECTION*	770,181
U.S.	PHOSBRITE	788,894
U.S.	PHOSBRITE	788,891
U.S.	PUROFIT	76/544,002
U.S.	REGENT	509,840
U.S.	REGENT 12XX	1,835,088
U.S.	REGENT 12XX	1,180,713
U.S.	SAPP # 4	1,856,872
U.S.	TATERFOS	843,377
U.S.	TEXTUR-RISE	2,352,583
U.S.	TORTILLA-RISE	2,832,870
U.S.	TRI-TAB	1,256,467

Country	Trademark Name	App./Reg. Number
U.S.	V-25	789,293
U.S.	V-25	791,305
U.S.	V-25	792,367
U.S.	V-90	509,841
U.S.	V-90	741,127
U.S.	VERSACAL	2,862,995
U.S.	VICTABRITE	764,121
U.S.	VICTOR	538,829
U.S.	VICTOR	2,132,612
U.S.	VICTOR CREAM	799,694
U.S.	VITRAFOS	1,831,470
U.S.	VITRAFOS	593,493
ARGENTINA	CURAVIS	1,941,163
ARGENTINA	KENA	2,398,664
ARGENTINA	TEXTUR-RISE	1,791,206
AUSTRALIA	BAC-N-FOS	B451,286
AUSTRALIA	LEM-O-FOS	A316,305
AUSTRALIA	PUROFIT	988,001
AUSTRALIA	VITRAFOS	A244,822
AUSTRALIA**	INNOPHOS + LOGO	
AUSTRIA	A-TAB	184,726
AUSTRIA	REGENT 12XX	184,725
AUSTRIA	TRI-TAB	184,724
AUSTRIA	V-90	184,723
AUSTRIA	VICTOR	184,722
AUSTRIA**	INNOPHOS + LOGO	
BENELUX	A-TAB	0657,573
BENELUX	REGENT 12XX	659,763
BENELUX	TRI-TAB	655,375
BENELUX	V-90	655,441
BENELUX	VICTOR	659,764
BENELUX**	INNOPHOS + LOGO	
BRAZIL	CURAVIS	825,122,570
BRAZIL	DI-TAB	810,982,544
BRAZIL	KENA	825,122,589
BRAZIL	PUROFIT	826,277,390
BRAZIL	TEXTUR-RISE	821,123,564
BRAZIL	VITRAFOS	6,070,590
CANADA	ALDIP	264,526
CANADA	AMERIFOS	1,222,411
CANADA	BAC-N-FOS	273,738
CANADA	CAL-RISE	1,221,957
CANADA	CURAFOS	102,752
CANADA	CURAVIS	106,333

Country	Trademark Name	App./Reg. Number
CANADA	INNOFOS	1,222,408
CANADA	INNOPHOS	1,222,412
CANADA	INNOPHOS + LOGO	
CANADA	INNOVALT	1,169,974
CANADA	LEM-O-FOS	295,793
CANADA	PHOSBRITE	111,623
CANADA	PUROFIT	1,205,535
CANADA	SELF-RISE	521,006
CANADA	TORTILLA-RISE	1,153,456
CANADA	VITRAFOS	186,500
CHINA**	INNOPHOS + LOGO	
CYPRUS (REPUBLIC)**	INNOPHOS + LOGO	
CZECH REPUBLIC**	INNOPHOS + LOGO	
DENMARK	A-TAB	VR 2000 00016
DENMARK	REGENT 12XX	VR 1999 03540
DENMARK	TRI-TAB	VR 1999 03539
DENMARK	V-90	VR 1999 03542
DENMARK	VICTOR	VR 2000 00015
DENMARK**	INNOPHOS + LOGO	
ESTONIA**	INNOPHOS + LOGO	
EUROPEAN UNION	INNOVALT	003200805
EUROPEAN UNION	PUROFIT	
FINLAND	A-TAB	217704
FINLAND	REGENT 12XX	223538
FINLAND	TRI-TAB	217705
FINLAND	V-90	218024
FINLAND	VICTOR	220108
FINLAND**	INNOPHOS + LOGO	
FRANCE	A-TAB	99 802 711
FRANCE	REGENT 12XX	99,802,707
FRANCE	TEXTUR-RISE	98756388
FRANCE	TRI-TAB	99,802,709
FRANCE	V-90	99,802,706
FRANCE	VICTOR	99,802,708
FRANCE**	INNOPHOS + LOGO	
GERMANY	A-TAB	399 40 688
GERMANY	REGENT 12XX	399 40 686
GERMANY	TEXTUR-RISE	398 56 351
GERMANY	TRI-TAB	399 40 689
GERMANY	V-90	399 40 687
GERMANY	VICTOR	399 40 690
GERMANY**	INNOPHOS + LOGO	
GREECE	A-TAB	141132
GREECE	REGENT 12XX	141130

Country	Trademark Name	App./Reg. Number
GREECE	TRI-TAB	141133
GREECE	V-90	141131
GREECE	VICTOR	141129
GREECE**	INNOPHOS + LOGO	
HUNGARY**	INNOPHOS + LOGO	
ICELAND	A-TAB	933/1999
ICELAND	REGENT 12XX	598/2000
ICELAND	TRI-TAB	893/1999
ICELAND	V-90	894/1999
ICELAND	VICTOR	932/1999
INTERNATIONAL PROCEDURE**	INNOPHOS + LOGO	
IRELAND	A-TAB	215938
IRELAND	REGENT 12XX	214194
IRELAND	TRI-TAB	214365
IRELAND	V-90	214180
IRELAND	VICTOR	214119
IRELAND**	INNOPHOS + LOGO	
ITALY	A-TAB	882121
ITALY	REGENT 12XX	882124
ITALY	TEXTUR-RISE	98C003145
ITALY	TRI-TAB	882125
ITALY	V-90	882122
ITALY	VICTOR	882123
ITALY**	INNOPHOS + LOGO	
JAPAN	B.P. PYRO	3216374
JAPAN	CURAFOS*	1730511
JAPAN	DONUT PYRO	3216375
JAPAN	REGENT 12XX	4456506
JAPAN	TA TERFOS	3216376
JAPAN	TEXTUR-RISE	4372824
JAPAN	VITRAFOS	1866691
JAPAN**	INNOPHOS + LOGO	
LATVIA**	INNOPHOS + LOGO	
LIECHENSTEIN	A-TAB	11235
LIECHENSTEIN	TRI-TAB	11237
LIECHTENSTEIN	REGENT 12XX	11234
LIECHTENSTEIN	V-90	11236
LIECHTENSTEIN	VICTOR	11238
LITHUANIA**	INNOPHOS + LOGO	
MEXICO	AMERIFOS	
MEXICO	CAL-RISE	
MEXICO	CURAVIS	771508
MEXICO	INNOFOS	

Country	Trademark Name	App./Reg. Number
MEXICO	INNOPHOS	
MEXICO	INNOPHOS + LOGO	
MEXICO	INNOVALT	790068
MEXICO	INNOVALT	790069
MEXICO	KENA	771507
MEXICO	SELF-RISE	597578
MEXICO	TORTILLA-RISE	769074
MEXICO	VICTOR	774647
NEW ZEALAND	BAC-N-FOS	B167336
NEW ZEALAND	CURAFOS	B122705
NEW ZEALAND	KENA	B122708
NEW ZEALAND	LEM-O-FOS	B122707
NEW ZEALAND	VITRAFOS	95766
NORWAY	A-TAB	202650
NORWAY	REGENT 12XX	203554
NORWAY	TRI-TAB	204111
NORWAY	V-90	204534
NORWAY	VICTOR	205036
NORWAY**	INNOPHOS + LOGO	
PHILIPPINES	VICTOR CREAM	4-1994-96251
POLAND**	INNOPHOS + LOGO	
PORTUGAL	A-TAB	338479
PORTUGAL	REGENT 12XX	338482
PORTUGAL	TRI-TAB	338480
PORTUGAL	V-90	338478
PORTUGAL	VICTOR	338481
PORTUGAL**	INNOPHOS + LOGO	
RUSSIA ¹	CURAVIS	
SLOVAKIA**	INNOPHOS + LOGO	
SLOVENIA**	INNOPHOS + LOGO	
SOUTH AFRICA	CURAVIS	93/1105
SOUTH AFRICA	INNOPHOS + LOGO	
SOUTH AFRICA	KENA	93/1188
SPAIN	A-TAB	2246999
SPAIN	REGENT 12XX	2247002
SPAIN	TEXTUR-RISE	2194532
SPAIN	TRI-TAB	2247000
SPAIN	V-90	2247003
SPAIN	VICTOR	2247001
SPAIN**	INNOPHOS + LOGO	
SWEDEN	A-TAB	343030

¹ Trademark application is currently pending.

Country	Trademark Name	App./Reg. Number
SWEDEN	REGENT 12XX	343028
SWEDEN	TRI-TAB	343031
SWEDEN	V-90	343029
SWEDEN	VICTOR	344676
SWEDEN**	INNOPHOS + LOGO	
SWITZERLAND	A-TAB	468806
SWITZERLAND	REGENT 12XX	467813
SWITZERLAND	TRI-TAB	467874
SWITZERLAND	V-90	467815
SWITZERLAND	VICTOR	467814
SWITZERLAND	VITRAFOS	249274
SWITZERLAND**	INNOPHOS + LOGO	
UNITED KINGDOM	A-TAB	2202418
UNITED KINGDOM	EXPANDIA	2327005
UNITED KINGDOM	INNOVALT	2319365
UNITED KINGDOM	KENA	844624
UNITED KINGDOM	KENA	844625
UNITED KINGDOM	REGENT 12XX	2202417
UNITED KINGDOM	TEXTUR-RISE	2178326
UNITED KINGDOM	TRI-TAB	2202414
UNITED KINGDOM	V-90	2202412
UNITED KINGDOM	VICTOR	2202409
UNITED KINGDOM	VITRAFOS	967648
UNITED KINGDOM**	INNOPHOS + LOGO	

* Trademark abandoned.

** Trademark to be filed with the International Trademark Registry.