

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--------------------------------------------------------------------------------------|---------------------------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SIFTO CANADA CORP. | | 12/22/2005 | Unlimited Company: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | JP MORGAN CHASE BANK, N.A., Toronto Branch, as Collateral Agent | | |
| Street Address: | 200 Bay Street | | |
| Internal Address: | Ste 1800, Royal Bank Plaza, So. Tower | | |
| City: | Toronto, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | M5J 2J2 | | |
| Entity Type: | National Banking Association: CANADA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3008515 | CRYSTAL PLUS WITH RESIN CLEAN FORMULA | |
| Registration Number: | 1334953 | SIFTO | |
| Registration Number: | 2366775 | SIFTO PREMIUM PLUS | |
| Serial Number: | 78549335 | CRYSTAL PLUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)336-8001 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-336-8000 | | |
| Email: | ptodocket@arelaw.com | | |
| Correspondent Name: | Chester Rothstein, Esq. | | |
| Address Line 1: | Amster, Rothstein & Ebenstein LLP | | |
| Address Line 2: | 90 Park Avenue | | |
| Address Line 4: | New York, NEW YORK 10016 | | |
| ATTORNEY DOCKET NUMBER: | 23538-0003 | | |

CH \$115.00 3008515

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Chester Rothstein |
|--------------------|-------------------|

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|------------|---------------------|
| Signature: | /Chester Rothstein/ |
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|-------|------------|
| Date: | 03/15/2006 |
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Total Attachments: 5
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EXECUTION COPY

**NOTICE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS NOTICE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS ("Notice of Security Interest"), dated as of December 22, 2005 is made by Sifto Canada Corp. ("the Canadian Borrower") identified in the Canadian General Security Agreement (as defined below) in favor of JPMorgan Chase Bank, N.A., Toronto Branch, as Collateral Agent.

Reference is made to the Credit Agreement dated as of November 28, 2001 ("the Credit Agreement"), as amended and restated as of April 10, 2002, as further amended and restated as of December 22, 2005, among Compass Minerals International Inc. (formerly known as Salt Holdings Corporation), Compass Minerals Group, Inc., Sifto Canada Corp., Salt Union Limited, the lenders party thereto, JP Morgan Chase Bank N.A., as Administrative Agent, Calyon New York Branch, as Syndication Agent, Bank of America, N.A., as Co-Documentation Agent and The Bank of Nova Scotia as Co-Documentation Agent. Capitalized terms not otherwise defined herein are defined as in the Credit Agreement.

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, the Canadian Borrower executed and delivered a Canadian General Security Agreement dated as of November 28, 2001, as amended as of December 9, 2005 and as of December 22, 2005 in favor of the Collateral Agent, (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Canadian General Security Agreement");

WHEREAS, pursuant to the Canadian General Security Agreement the Canadian Borrower 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; 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 Borrowers pursuant to the Credit Agreement, Grantors agree, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Grant of Security Interest. Grantors hereby pledge and grant a security interest in, and a right of setoff against the Trademarks (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 Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent and the Secured Parties in connection with the Canadian General Security Agreement and is expressly subject to the terms and conditions thereof. The Canadian General Security Agreement (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. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Canadian General Security Agreement, 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.

SIFTO CANADA CORP.

By: Rodney Underdown
Name: Rodney Underdown
Title: Vice President

JPMORGAN CHASE BANK, N.A.
Toronto Branch, Collateral Agent

By: _____
Name:
Title:

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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.

SIFTO CANADA CORP.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
Toronto Branch, Collateral Agent

By:  _____
Name: Christine Chan
Title: Vice President

SCHEDULE I

TRADEMARK REG. NO.

MARK

Reg. No.: 3,008,515

CRYSTAL PLUS WITH RESIN CLEAN
FORMULA

Reg. No.: 1,334,953

SIFTO

Reg. No.: 2,366,775

SIFTO PREMIUM PLUS

Appl. No.: 78/549,335

CRYSTAL PLUS