

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rhodia, Inc.		06/30/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Innophos, Inc.		
<b>Street Address:</b>	259 Prospect Plains Road		
<b>Internal Address:</b>	Building G		
<b>City:</b>	Cranbury		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	08512		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1410020	TRI-CAL WG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(732)626-6084		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(609) 366-1232		
<b>Email:</b>	christine.santelli@innophos.com		
<b>Correspondent Name:</b>	William N. Farran		
<b>Address Line 1:</b>	259 Prospect Plains Road		
<b>Address Line 2:</b>	Building G		
<b>Address Line 4:</b>	Cranbury, NEW JERSEY 08512		
<b>NAME OF SUBMITTER:</b>	William N. Farran		
<b>Signature:</b>	/WILLIAM N. FARRAN/		
<b>Date:</b>	07/05/2007		

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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective the 30th day of June, 2007, is made and entered into by and between Rhodia Inc., a Delaware corporation ("Assignor") and Innophos, Inc., a Delaware corporation ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of each of (i) the patents and patent applications set forth on Schedule A hereto (the "Patents"), (ii) the trademarks, trademark registrations and trademark applications set forth on Schedule B hereto and all goodwill associated therewith (the "Trademarks"), and (iii) the Internet domain names set forth on Schedule C hereto and registrations and applications for registration thereof (the "Domain Names") (Patents, Trademarks and Domain Names, collectively, the "Assigned Intellectual Property");

WHEREAS, the Assignor and the Assignee have entered into an Asset Purchase Agreement, dated as of the date first written above (the "Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Purchase Agreement); and

WHEREAS, this Assignment is being delivered by the Assignor in accordance with and full satisfaction of its obligations to deliver an Assignment of Intellectual Property pursuant to Section 2.05 of the Purchase Agreement.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

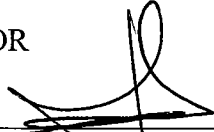
1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Assigned Intellectual Property, to the extent transferable or assignable, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
2. No Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Assigned Intellectual Property.
3. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform any additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Assigned Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York. All Actions arising out of or relating to this Assignment shall be heard and determined in accordance with Section 7.10 of the Purchase Agreement.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

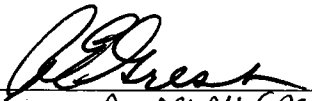

[Signature Page to Follow]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR

By:   
Name: Jacques Lehre  
Title: Authorized Signatory

ASSIGNEE

By:    
Name: RANDOLPH GRESS  
Title: CEO + PRESIDENT

Schedule A  
Patents

1. U.S. PATENT NO. 6,790,462 B2: Calcium Dietary Supplement.
2. PCT filing filed 2/24/05 for "Method for Promoting Bone Growth" (PCT/US2004/024792, Publication No. WO 2005/016265 A2, Published: 2/24/05).

Entry into national phase:

Country	Publication/Application Number
AUSTRALIA	App. No. AU20040264899
CANADA	Pub. No. CA2534577
JAPAN	Pub. No. JP2007501241T
MEXICO	Pub. No. PA06001428
ISRAEL	App. No. 173485
PHILLIPINES	App. No. 12006500278
EPO	Pub. No. EP1651246
NEW ZEALAND	App. No. 545131
KOREA	Pub. No. KR20060056975

3. U.S. PATENT APPLICATION NO.:10/950,235, filed 9/24/04 for a "Calcium Dietary Supplement" (Publication No. 2005/0069608 A1, Published 3/31/05).
4. PCT filing filed 9/24/04 for "Calcium Dietary Supplement" (PCT/US2004/031644, Publication No. WO 2005/030146 A2, Published: 4/7/05).

Entry into national phase:

Country	Publication/Application Number
AUSTRALIA	App. No. 2004275858
BRAZIL	Pub. No. BRPI0414790
CANADA	Pub. No. CA2550722
CHINA	Pub. No. CN1856258
ISRAEL	App. No. IL174535
JAPAN	Pub. No. JP2007506438T

KOREA	Pub. No. KR20060115369
MEXICO	Pub. No. MXPA06003367
PHILIPPINES	App. No. 12006500615
RUSSIA	App. No. RU 2006114041
NEW ZEALAND	App. No. 546113
NORWAY	Pub. No. NO20061834

5. U.S. PATENT NO. 7,226,620 B2:: Directly Compressible Tricalcium Phosphate.
6. PCT filing filed 5/4/05 for "Directly Compressible Tricalcium Phosphate"  
(PCT/US2005/015385, Publication No. WO 2005/107722 A2. Published 11/17/05).

Entry into national phase:

Country	Publication/Application Number
AUSTRALIA	App. No. 2005240137
CANADA	Pub. No. CA2565667
CHINA	Pub. No. CN1964701
EPO	Pub. No. EP1755556
JAPAN	App. 2007511513
NEW ZEALAND	App. No. 550942
PHILIPPINES	App. No. 12006502200

Schedule B  
Trademarks

1. CALIPHARM, UK Reg. No. 1055854
2. TRI-CAL WG, US Reg. No. 1410020



Schedule C  
Internet Domain Names

None.