

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
US Salt, LLC		07/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
Merrill Lynch Business Financial Services, Inc.		07/31/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	US Salt, LLC
Street Address:	10955 Lowell
Internal Address:	Suite 600
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	75584099	SUPERIOR BLUE RIBBON
Registration Number:	1375352	RESINGARD
Registration Number:	0872830	TNA.5
Registration Number:	0901665	TX-10
Registration Number:	2409312	REPAUNO

**CORRESPONDENCE DATA**

Fax Number: (816)753-1536  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 816-753-1000  
 Email: uspt@polsinelli.com  
 Correspondent Name: Timothy D. Steffens  
 Address Line 1: 700 West 47th Street

CH \$140.00 75584099

Address Line 2: Suite 1000  
Address Line 4: Kansas City, MISSOURI 64112-1802

ATTORNEY DOCKET NUMBER:	047474-127204
NAME OF SUBMITTER:	Timothy D. Steffens
Signature:	/Timothy D. Steffens/
Date:	08/05/2008

**Total Attachments: 3**  
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## RELEASE AND TERMINATION OF SECURITY INTEREST

THIS RELEASE AND TERMINATION OF SECURITY INTEREST, dated as of this 31<sup>st</sup> day of July, 2008, is made by MERRILL LYNCH BUSINESS FINANCIAL SERVICES, INC., a Delaware corporation (the "Lender").

WHEREAS, US SALT, LLC, a Delaware limited liability company and its parent company, DEMETREE SALT, LLC, a Delaware limited liability company (collectively, with any guarantors, the "Company") granted a security interest (the "Security Interest") to the Lender pursuant to that certain Loan and Security Agreement (the "Security Agreement") dated July 7, 2004, and recorded in the records of the United States Patent & Trademark Office on August 3, 2004, at Reel 003035/Frame 0405;

WHEREAS, the Security Interest secured certain Obligations (as such term is defined in the Security Agreement) from the Company in favor of the Lender;

WHEREAS, the Company has satisfied and performed the Obligations and any other obligations under the Security Agreement in full; and

WHEREAS, the Lender has agreed to terminate and release the Security Interest in all of the Collateral (as such term is defined in the Security Agreement) of the Company, including, without limitation, the trademarks identified on Schedule 1 attached hereto.

NOW, THEREFORE, for valuable consideration, the Lender hereby terminates and releases the Security Interest and its entire mortgage, lien, encumbrance and security interest in all of the Collateral of the Company, including, without limitation, the following:

1. each trademark, trademark registration and trademark application of the Company, including, without limitation, the trademarks, trademark registrations and trademark applications referred to in Schedule 1 attached hereto and all licenses, general intangibles, intangible intellectual property or other similar property relating to the foregoing and all of the goodwill symbolized thereby;
2. the proceeds of any of the foregoing property;
3. each trademark license to which the Company is a party; and
4. any other Collateral as defined in the Security Agreement.

[SIGNATURE PAGES FOLLOW]

SCHEDULE 1

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>NO.</u>	<u>MARK</u>	<u>REGISTRATION/ SERIAL NO.</u>
1.	RESINGARD	1,375,352
2.	SUPERIOR BLUE RIBBON	75/584,099
3.	TNA.5	872,830
4.	TX-10	901,665
5.	REPAUNO	2,409,312

INTERNATIONAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>NO.</u>	<u>MARK</u>	<u>REGISTRATION/ SERIAL NO.</u>
<u>CANADA</u>		
6.	SUPERIOR BLUE RIBBON	897,032
7.	RESINGARD	TMA 319,979

IN WITNESS WHEREOF, the Lender has caused this Release and Termination of Security Interest to be duly executed as of the date first set forth above.

MERRILL LYNCH BUSINESS FINANCIAL SERVICES, INC.

By: Elizabeth Murray

Name: ELIZABETH MURRAY

Title: Director

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

On this 31<sup>st</sup> day of July, 2008, before me personally appeared the above named individual, to me known to be an authorized representative of \_\_\_\_\_, described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

