

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

US	Actif-3	72142060 4/11/1962	0742736 12/25/1962	Registered
US	Ajax	76597566 6/14/2004	3010254 11/1/2005	Registered
US	A-Tab	74687971 6/7/1995	1967070 4/9/1996	Registered
US	B.P. Pyro	72211938 2/12/1965	0804945 3/8/1966	Registered
US	Bac-N-Fos	73698834 12/3/1987	1504464 9/20/1988	Registered
US	BL-60	72112329 1/23/1961	0741126 11/27/1962	Registered
US	BL-60	72112330 1/23/1961	0733870 7/3/1962	Registered
US	Calipharm	77275026 9/9/2007	3562068 1/13/2009	Registered
US	Cal-Rise	76602101 7/12/2004	3029947 12/13/2005	Registered
US	Curafos	78592561 3/22/2005	3086762 4/25/2006	Registered
US	Curavis	78501186 10/18/2004	3035176 12/27/2005	Registered
US	Curavis	73399774 9/30/1982	1273245 4/10/1984	Registered
US	Di-Tab	73194550 11/24/1978	1136529 6/3/1980	Registered
US	Donut Pyro	72212069 2/15/1965	0799003 11/23/1965	Registered
US	Dough-Rise	78688436 8/9/2005	3200813 1/23/2007	Registered
US	Duraphos	74446742 10/8/1993	1846429 7/26/1994	Registered
US	Expandia	76535875 7/25/2003	2969254 7/19/2005	Registered
US	Innophos	76605086 7/30/2004	3189754 12/26/2006	Registered
US	Innophos	76602106 6/12/2004	3154564 10/10/2006	Registered
US	Innovalt	76496277 3/10/2003	2918437 1/18/2005	Registered

US	Kena	72116818 3.30/1961	0745913 2/26/1963	Registered
US	Lemofos	78507178 10/28/2004	3035315 12/27/2005	Registered
US	Levair	78678704 7/26/2005	3153436 10/10/2006	Registered
US	Levair	78507589 10/28/2004	3032089 12/20/2005	Registered
US	Levair Sodium Aluminum Phosphate	72209116 12/30/1964	0813262 8/23/1996	Registered
US	Microphos	76117916 8/28/2000	2727650 6/17/2003	Registered
US	Perfection	72162034 2/4/1963	0770181 5/26/1964	Registered
US	Phosbrite	72135162 1/4/1962	0788891 5/4/1965	Registered
US	Phosbrite	72135163 1/4/1962	0788894 5/4/1965	Registered
US	Regent	71528536 7/12/1947	0509840 5/17/1949	Registered
US	Regent 12XX	74416103 3/15/1993	1835088 5/10/1994	Registered
US	Regent 12XX	73211194 4/11/1979	1180713 12/8/1981	Registered
US	SAPP #4	74346676 1/8/1993	1856872 10/4/1994	Registered
US	Taterfos	72268452 4/6/1967	0843377 1/30/1968	Registered
US	Texture Rise	75481840 5/8/1998	2352583 5/23/2000	Registered
US	Tortilla-Rise	76453772 9/30/2002	2832870 4/13/2004	Registered
US	Tri-Cal WG	73578022 1/15/1986	1410020 9/23/1986	Registered
US	Tri-Tab	73336999 11/12/1981	1256467 11/8/1983	Registered
US	V 90	72112331 1/23/1961	0741127 1/23/1961	Registered
US	V90	71528541 7/12/1947	0509841 5/17/1949	Registered
US	Versacal	75786149 8/28/1999	2862995 7/13/2004	Registered
US	Victabrite	72154305 10/1/1962	0764121 2/4/1964	Registered
US	Victor	75241524 2/13/1997	2132612 1/27/1998	Registered
US	Victor	71528540 7/12/1947	0538829 3/6/1951	Registered
US	Victor Cream	72212149 2/16/1965	0799694 12/7/1965	Registered
US	Vitrafos	74389604 5/12/1993	1831470 4/19/1994	Registered

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REEL: 003997 FRAME: 0780

US	Vitrafos	71654937 10/16/1953	0593493 8/10/1954	Registered
Canada	Actif-8	129068100 2/21/2006		Pending
Canada	Aldip	046370100 1/7/1981	TMA264526 11/27/1981	Registered
Canada	Bac-O-Fos	048284000 2/24/1982	TMA273738 11/12/1982	Registered
Canada	BL-60	129069100 2/21/2006	TMA696367 9/13/2007	Registered
Canada	BP Pyro	129073500 2/21/2006		Pending
Canada	Calipharm	142467700 1/16/2009		Pending
Canada	Cal-Rise	122195700 6/28/2004		Pending
Canada	Curafos	022779800 11/29/1954	TMA102752 2/24/1956	Registered
Canada	Curavis	023706600 8/15/1956	TMA106333 4/12/1957	Registered
Canada	Di-Tab	135655900 7/20/2007		Pending
Canada	Donut Pyro	129072800 2/21/2006		Pending
Canada	Dough-Rise & Design	126188600 6/21/2005		Pending
Canada	Innophos	122241200 7/2/2004	TMA707351 2/13/2008	Registered
Canada	Innophos & Design	122499100 6/27/2004	TMA707761 2/29/2008	Registered
Canada	Innovait	116997400 3/3/2003	TMA684828 3/28/2007	Registered
Canada	Kena	132609400 11/29/2006	TMA701794 11/27/2007	Registered
Canada	Lem-O-Fos	051507200 1/11/1984	TMA295793 10/5/1984	Registered
Canada	Levair	129068900 2/21/2006	TMA695833 9/7/2007	Registered
Canada	Phosbrite	024412600 2/1/1958	TMA111623 9/19/1958	Registered
Canada	Purofit	130694800 6/27/2006		Pending
Canada	Regent 12XX	129068300 12/21/2006	TMA696368 9/13/2007	Registered
Canada	SAPP #4	129072900 2/21/2006	TMA686567 4/25/2007	Registered
Canada	Self-Rise	083055600 12/2/1996	TMA521006 6/5/2000	Registered
Canada	Taterfos	135654800 7/20/2007		Pending
Canada	Tortilla-Rise	115345600 9/19/2002		Pending

Canada	V-90	129068400 2/21/2006	TMA685827 4/12/2007	Registered
Canada	Versacal	135655400 7/20/2007		Pending
Canada	Victor Cream	129073200 2/21/2006	TMA680159 1/23/2007	Registered
Canada	Vitrafos	034709700 10/19/1971	TMA186500 11/10/1972	Registered

[Execution]

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated May 22, 2009, is by and between Innophos, Inc., a Delaware corporation, ("Debtor"), with its chief executive office at 259 Prospect Plains Road, Building N, Cranbury, New Jersey 08512, and Wachovia Bank, National Association, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent"), having an office at One South Broad Street PA4812, Philadelphia, Pennsylvania 19107.

W I T N E S S E T H :

WHEREAS, Debtor is the owner of the entire right, title, and interest in and to the trademark and service mark registrations and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates pursuant thereto, Debtor has agreed to grant to Agent certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Agent (for itself and on behalf of the Secured Parties, as such term is defined in the Loan Agreement) a

continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Trademark Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to all of Debtor's trademarks and service marks and all applications and registrations as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks and service mark registrations and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks and service marks, and all renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all rights corresponding thereto throughout the world; and (e) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest and lien granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Agent and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the existing Trademark Collateral consisting of registered Trademarks are valid and subsisting, and Debtor owns the title thereto, and the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, except as permitted hereunder or under the Loan Agreement, perform all acts and execute all documents necessary to maintain the existence of the Trademark Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of the registered Trademark Collateral as registered trademarks. The Trademarks are not subject to any liens, mortgages, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement and (ii) the security interests permitted under the Loan Agreement;

(b) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in the United States and Canadian Trademark Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to file one or more financing statements (or similar documents) with respect to the Trademark Collateral in the United States of America. Debtor further authorizes Agent to have this Agreement or any other similar security agreement, filed with the United States

Commissioner of Patents and Trademarks or any other appropriate federal, state or government office, or corresponding government offices in Canada;

(c) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder;

(d) Debtor has not abandoned any of the Trademarks, except as permitted hereunder or under the Loan Agreement, and Debtor will not do any act, nor omit to do any act, whereby such Trademarks become abandoned, invalidated or cancelled. Debtor shall notify Agent immediately if it knows that a registration with respect to any material Trademark is likely to become abandoned, canceled or invalidated; and

(e) the Trademarks are the only trademark registrations and trademark applications in which Debtor has all right, title and interest.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement or any of the other Financing Agreements is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require by written notice to Debtor that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever, if and to the extent set forth in such written notice.

(b) Agent may grant such license or licenses relating to the Trademark Collateral in accordance with and subject to the terms of the license set forth in Section 12.2(f) of the Loan Agreement.

(c) Agent may assign, sell or otherwise dispose of the Trademark Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Trademark Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Trademark Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or

proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency with respect to the Obligations as set forth in the Loan Agreement.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Trademark Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Loan Agreement, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration.

(e) Upon Agent's written request, Debtor shall reasonably supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(f) All of Agent's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Agent or any other Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Trademark Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service

upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Agent against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent and any of the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent or such Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Agent or any of the other Secured Parties. In any such litigation, Agent and each of the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands to or upon Debtor and Secured Party under this Agreement shall be given to the addresses designated in and in the manner prescribed by the Loan Agreement.

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent, any Lender or any of the Secured Parties pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 13.3 of the Loan Agreement or is cured in a manner satisfactory to Agent, if such Event of Default is

capable of being cured as determined by Agent. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent. Neither Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

(g) In the event that any provision in this Agreement contradicts any provision of the Loan Agreement, the applicable provision of the Loan Agreement shall control.

(h) This Agreement shall terminate upon the payment and satisfaction of all the Obligations and termination of the Loan Agreement in accordance with the terms thereof. At such time, the Secured Parties shall promptly and irrevocably release any and all of their security interest in, mortgage or lien upon any Trademark Collateral, and shall execute such documents as may be reasonably necessary to evidence such release, including as may be reasonably necessary to record such release with, as applicable, the United States Commissioner of Patents and Trademarks and any other appropriate federal, state or government office and corresponding government offices in Canada.

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

INNOPHOS, INC.

By: _____

Title: _____

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent

By:  _____

Title: Director _____

Trademark Security Agreement

TRADEMARK
REEL: 003997 FRAME: 0790

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of _____, 2009, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of Innophos, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public