

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
Searles Valley Minerals Inc.		07/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	135 South LaSalle Street
Internal Address:	4th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a national banking association:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3064387	BIOCARB
Registration Number:	2941365	
Registration Number:	0610891	V-BOR
Registration Number:	0312963	PYROBOR
Registration Number:	0745263	THREE ELEPHANT
Registration Number:	1279427	THREE ELEPHANT
Registration Number:	2741696	THREE ELEPHANT
Registration Number:	3321680	THREE ELEPHANT
Registration Number:	0747438	THREE ELEPHANT
Registration Number:	0747499	THREE ELEPHANT
Registration Number:	2804336	THREE ELEPHANT
Registration Number:	3321682	THREE ELEPHANT
Registration Number:	3558178	TRONA RAILWAY COMPANY EST. 1913

CH \$340.00 3064387

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	02795.00.0195-SCHOENDORFF
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	08/05/2010

Total Attachments: 7
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of July, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Bank of America, N.A., in its capacity as Agent for the "Lenders" (as defined below) (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to (i) that certain Loan and Security Agreement dated as of July 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "SVM Loan Agreement") among Searles Valley Minerals Inc., a Delaware corporation ("SVM"), Searles Valley Minerals Operations Inc., a Delaware corporation ("Operations" and together with SVM, collectively the "SVM Borrowers"), the financial institutions party thereto as lenders ("SVM Lenders") and Agent, and (ii) that certain Loan and Security Agreement dated as of July 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "KHI Loan Agreement"; together with the SVM Loan Agreement, collectively, the "Loan Agreement") among Karnavati Holdings, Inc., ("KHI Borrower"; together with the SVM Borrowers, collectively, the "Borrowers"), the financial institutions party thereto as lenders ("KHI Lenders"; together with the SVM Lenders, collectively, "Lenders") and Agent, Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Lenders are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that SVM Borrowers and the other loan parties signatory thereto ("Loan Parties"), including Grantors, shall have executed and delivered to Agent, for the benefit of Lenders, that certain Guarantee and Collateral Agreement as of July 23, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), to secure the Guaranteed Obligations:

(a) all of its Trademarks, including those referred to on Schedule I hereto, excluding any trademark application that has been filed as an “intent-to-use” application where no statement of use has been filed with the United States Patent and Trademark Office with respect to such application;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

GRANTORS: _____, a _____

By: _____

Name: _____

Title: _____

_____, a _____

By: _____

Name: _____

Title: _____

AGENT: BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, each 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.

GRANTOR:

**SEARLES VALLEY MINERALS INC., a
Delaware corporation**

By: *Emmanuel J. DiToro*
Name: *Emmanuel J. DiToro*
Title: *Vice President*

Signature Page to Trademark Security Agreement

AGENT:

BANK OF AMERICA, N.A.

By: 

Mark E. Blankstein
Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Reg. No.</u>	<u>Issue Date</u>
BIOCARB	SEARLES VALLEY MINERALS INC.	Registered	3,064,387	02/28/2006
SQUARE WITHIN AN OCTAGON (LOGO ONLY)	SEARLES VALLEY MINERALS INC.	Registered	2,941,365	04/19/2005
V-BOR	SEARLES VALLEY MINERALS INC.	Registered	610,891	08/23/1955
PYROBOR	SEARLES VALLEY MINERALS INC.	Registered	312,963	05/15/1934
THREE ELEPHANT	SEARLES VALLEY MINERALS INC.	Registered	745263	02/19/1963
THREE ELEPHANT	SEARLES VALLEY MINERALS INC.	Registered	1,279,427	05/29/1984
THREE ELEPHANT	SEARLES VALLEY MINERALS INC.	Registered	2,741,696	07/29/2003
THREE ELEPHANT	SEARLES VALLEY MINERALS INC.	Registered	3,321,680	10/23/2007
THREE ELEPHANT (& DESIGN)	SEARLES VALLEY MINERALS INC.	Registered	747438	04/02/1963
THREE ELEPHANT (& DESIGN)	SEARLES VALLEY MINERALS INC.	Registered	747499	04/02/1963
THREE ELEPHANT (& DESIGN)	SEARLES VALLEY MINERALS INC.	Registered	2,804,336	01/13/2004

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Reg. No.</u>	<u>Issue Date</u>
THREE ELEPHANT (& DESIGN)	SEARLES VALLEY MINERALS INC.	Registered	3,321,682	10/23/2007
TRONA RAILWAY COMPANY EST. 1913 (& DESIGN)	SEARLES VALLEY MINERALS INC.	Registered	3,558,178	01/06/2009