TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morton International, Inc.		07/30/2010	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Morton International, LLC
Street Address:	123 N. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 106

Property Type	Number	Word Mark
Registration Number:	0248268	999
Registration Number:	3722327	ACTION MELT
Registration Number:	3502478	ACTION MELT
Registration Number:	0860258	AGRI-FLO
Registration Number:	2138814	MORTON
Registration Number:	2138816	MORTON
Registration Number:	2138813	MORTON
Registration Number:	2138815	MORTON
Registration Number:	2008054	WHEN IT RAINS IT POURS MORTON
Registration Number:	340310	CHIPPEWA SALT
Registration Number:	0860654	CULINOX
Registration Number:	1057014	DOUGH IT YOURSELF
Registration Number:	0903706	
Registration Number:	0750365	

OP $2665.00 0248268

Registration Number:	0362396	
Registration Number:	0878791	FARM AND RANCH
Registration Number:	3680878	FOR SOFT WATER NOTHING WORKS HARDER
Registration Number:	1805673	FOR SOFT WATER NOTHING WORKS HARDER GUARANTEED
Registration Number:	3809441	HOT SALT
Registration Number:	2937870	HOT SALT
Registration Number:	0880105	IOFIXT
Registration Number:	0074109	IVORY
Registration Number:	0340907	JACK FROST
Registration Number:	0808166	KLEER
Registration Number:	1703567	
Registration Number:	3722333	MORTON
Registration Number:	0890999	MORTON
Registration Number:	0916019	MORTON
Registration Number:	1097922	MORTON
Registration Number:	1391000	MORTON
Registration Number:	1406957	MORTON
Registration Number:	1400005	MORTON
Registration Number:	1746762	MORTON
Registration Number:	2827896	MORTON
Registration Number:	3062506	MORTON
Registration Number:	0509884	MORTON
Registration Number:	0561768	MORTON BUNNY SALT SPOOLS
Registration Number:	3796309	MORTON HELPS YOUR HOME WORK BETTER
Registration Number:	2978766	MORTON HOT
Registration Number:	0921236	MORTON LITE SALT
Registration Number:	3525287	MORTON SAFE-T-PLUS
Registration Number:	1408569	MORTON'S
Registration Number:	0964313	NATURE'S SEASONS
Registration Number:	0785457	PELLENS
Registration Number:	3664893	PROFESSIONAL'S CHOICE
Registration Number:	0187453	PUREX
Registration Number:	0511827	ROYAL CRYSTAL
Registration Number:	0938412	RUST RAZE

Registration Number:	0932704	RUST-ROUT
Registration Number:	3525288	SAFE-T-PLUS
Registration Number:	3655419	SAFE-T-POWER
Registration Number:	1411910	SAFE-T-SALT
Registration Number:	0843076	SAFE-T-SALT
Registration Number:	0986714	
Registration Number:	3403538	SALT BALANCE
Registration Number:	3809442	SALT WITH A LITTLE KICK!
Registration Number:	2950188	SALT WITH A LITTLE KICK!
Registration Number:	0824532	SEASON-ALL
Registration Number:	0868591	SERVICE PACK
Registration Number:	1333471	SHIP'N SHORE
Registration Number:	1321119	SNOWFLAKE
Registration Number:	0849916	SOL STAR
Registration Number:	3075926	SOLAR SALT
Registration Number:	2192179	SOLAR SALT EXTRA COARSE
Registration Number:	0545804	STA-SOFT
Registration Number:	0895142	STAR FLAKE
Registration Number:	1667770	STAR FLAKE
Registration Number:	1054573	SUGAR CURE
Registration Number:	0950193	SUPER PELLENS
Registration Number:	1859372	SUPER PELLENS
Registration Number:	2899639	SYSTEM SAVER
Registration Number:	1327774	SYSTEM SAVER
Registration Number:	0880974	T-M
Registration Number:	1474389	T-M PLUS 4
Registration Number:	0512037	TENDER QUICK
Registration Number:	0511639	
Registration Number:	1423940	
Registration Number:	1904021	
Registration Number:	2203043	
Registration Number:	2857907	
Registration Number:	3722334	
Registration Number:	1397268	
Registration Number:	1382583	

Registration Number:	0896149	
Registration Number:	1406034	
Registration Number:	0875298	
Registration Number:	1073656	
Registration Number:	2823580	
Registration Number:	2998266	
Registration Number:	3809450	
Registration Number:	2935488	VALU-SOFT
Registration Number:	3744284	VALU-SOFT
Registration Number:	1778012	HALF THE SODIUM OF TABLE SALT
Registration Number:	1760116	HALF THE SODIUM OF TABLE SALT
Registration Number:	1405171	WHEN IT RAINS IT POURS
Registration Number:	1407737	WHEN IT RAINS IT POURS
Registration Number:	1089571	"WHEN IT RAINS IT POURS"
Registration Number:	0560693	WHEN IT RAINS IT POURS
Registration Number:	2860426	WHITE CRYSTAL
Registration Number:	3722335	WHITE CRYSTAL
Registration Number:	0880721	WHITE CRYSTAL
Serial Number:	77804213	COMFORT GRIP
Serial Number:	77455521	CREATED BY NATURE, PACKAGED BY MORTON
Serial Number:	85021784	SAFE-T-PET
Serial Number:	85021765	SAFE-T-PET
Serial Number:	77735732	SELECT

CORRESPONDENCE DATA

Fax Number: (713)456-2836

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademark@novakdruce.com

Correspondent Name: Jeffrey J. Morgan

Address Line 1: 1000 Louisiana Street, 53rd Floor

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	19642.0084.TM0000
NAME OF SUBMITTER:	Jeffrey Morgan
Signature:	/jeffrey morgan/
Date:	09/09/2010

Total Attachments: 10
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INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
CORPORATIONS CERTIFIED COPIES

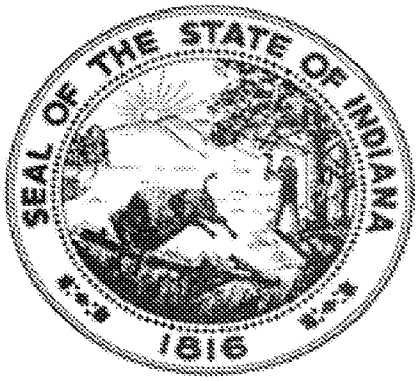
INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
302 West Washington Street, Room E018
Indianapolis, IN 46204

http://www.sos.in.gov

August 03, 2010

Company Requested: MORTON INTERNATIONAL, LLC
Control Number: 1997030671

Date	Transaction	# Pages
07/30/2010	Articles of Amendment	9



State of Indiana
Office of the Secretary of State

I hereby certify that this is a true and complete copy of this 9 page document filed in this office.

Dated: August 03, 2010
Certification Number: 2010080317652

Secretary of State

TRADEMARK
REEL: 004275 FRAME: 0368

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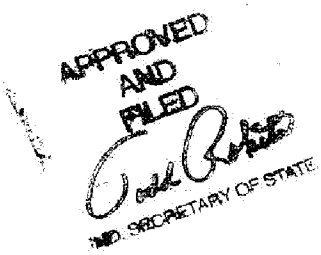
Indiana Secretary of State
Packet: 1997030671
Filing Date: 07/30/2010
Effective Date: 07/30/2010

Document 2.4.6



ARTICLES OF ENTITY CONVERSION OF MORTON INTERNATIONAL, INC. INTO MORTON INTERNATIONAL, LLC

Morton International, Inc., an Indiana corporation (the "Corporation"), in compliance with the requirements of the Indiana Business Corporation Law, as amended (the "IBCL"), and desiring to effect a conversion of the Corporation into Morton International, LLC, an Indiana limited liability company (the "Surviving LLC"), and acting by its authorized officer, hereby sets forth the following facts:

ARTICLE I
NON-SURVIVING CORPORATION

A. The name of the Corporation immediately before filing these Articles of Entity Conversion is Morton International, Inc.

B. The Corporation is an Indiana corporation existing pursuant to the provisions of the IBCL and was incorporated on March 11, 1997.

ARTICLE II
SURVIVING LLC

A. The name of the Surviving LLC is Morton International, LLC.

B. The Surviving LLC is an Indiana limited liability company existing pursuant to the provisions of the Indiana Business Flexibility Act, as amended.

ARTICLE III
PLAN OF CONVERSION

The Plan of Entity Conversion was approved by the Corporation as follows: (i) by unanimous written consent executed as of July 30, 2010, signed by all of the members of the Board of Directors of the Corporation, a resolution was adopted approving the Plan of Entity Conversion, and (ii) by written consent executed as of July 30, 2010, signed by Morton Salt, Inc., the sole shareholder of the Corporation, a resolution was adopted approving the Plan of Entity Conversion. The manner of adoption of the Plan of Entity Conversion constitutes full legal compliance with the provisions of the IBCL and the Articles of Incorporation and Bylaws of the Corporation.

ARTICLE IV
ARTICLES OF ORGANIZATION

The Articles of Organization of the Surviving LLC are attached hereto and made a part hereof as Exhibit A.

I/2462854.1

Certification Number: 2010080317652

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Filing Date: 07/30/2010
Effective Date: 07/30/2010

ARTICLE V
EFFECTIVE TIME

The effective time and date of the conversion hereby effectuated shall be at 4:59 P.M. EDT on the 30th day of July, 2010.

[Signature Page Follows]

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Effective Date: 07/30/2010

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I certify that I am authorized to execute this document and I further certify that I understand that by signing this document, I am subject to the penalties of perjury as if I had signed this document under oath.

Executed on this 30th day of July, 2010.

Morton International, Inc.

By: _____
Mark L. Roberts
Chief Executive Officer and President

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Effective Date: 07/30/2010

Document 2.4.6

EXHIBIT A

ARTICLES OF ORGANIZATION

See attached.

Certification Number: 20100803176 52

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Effective Date: 07/30/2010

Document 2.4.5

ARTICLES OF ORGANIZATION OF MORTON INTERNATIONAL, LLC

ARTICLE I

Name

The name of the company is Morton International, LLC (the "Company").

ARTICLE II

Registered Office and Registered Agent

The street address of the Company's initial registered office is 251 East Ohio Street, Suite 500, Indianapolis, Indiana 46204. The name of the Company's initial registered agent at such registered office is Corporation Service Company.

ARTICLE III

Purposes

The purpose for which the Company is formed is to engage in and to transact any and all lawful business for which limited liability companies may be organized under the Act.

ARTICLE IV

Duration

Unless sooner dissolved in accordance with the Company's Operating Agreement or the Indiana Business Flexibility Act (the "Act"), the duration of the Company shall be perpetual.

ARTICLE V

Member Management

The Company is to be managed by its Member in accordance with the Company's Operating Agreement and the Act.

ARTICLE VI

Transferability

A Member of the Company may transfer his, her or its interest in the Company only in accordance with the provisions of the Company's Operating Agreement and the Act.

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Filing Date: 07/30/2010
Effective Date: 07/30/2010

ARTICLE VII

Indemnification

(a) To the greatest extent not inconsistent with the laws and public policies of Indiana the Company shall indemnify any Member or Manager (any such Member or Manager and any responsible officers, partners, shareholders, members, directors, or managers of such Member or Manager which is an entity, hereinafter being referred to as the "Indemnified Person") made a Party (as hereinafter defined) to any Proceeding (as hereinafter defined) because such Person (as hereinafter defined) is or was a Member or Manager (or a responsible officer, partner, shareholder, member, director, or manager thereof), as a matter of right, against all Liability (as hereinafter defined) incurred by such Person in connection with any Proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such Person is permissible in the circumstances because the Person has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay for or reimburse the reasonable Expenses (as hereinafter defined) incurred by such a Person in connection with any such Proceeding in advance of final disposition thereof if (i) the Person furnishes the Company a written affirmation of the Person's good faith belief that he, she or it has met the standard of conduct for indemnification described in paragraph (c) of this Article, (ii) the Person furnishes the Company a written undertaking, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that such Person did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the Person subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a Person who is wholly successful, on the merits or otherwise, in the defense of any such Proceeding, as a matter of right, against reasonable Expenses incurred by the Person in connection with the Proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a Person for indemnification or advancement of Expenses, as the case may be, the Company shall expeditiously determine whether the Person is entitled thereto in accordance with this Article. The indemnification and advancement of Expenses provided for under this Article shall be applicable to any Proceeding arising from acts or omissions occurring before or after the adoption of this Article. However, indemnification or reimbursement for Expenses related to establishing or enforcing a right to indemnification under this Article, applicable law or otherwise is available only if such Person prevails on the claim for indemnification.

(b) The Company shall have the power, but not the obligation, to indemnify any Person who is or was an employee or agent of the Company to the same extent as if such Person was an Indemnified Person as defined in paragraph (a) of this Article.

(c) Indemnification of a Person is permissible under this Article only if (i) such Person conducted himself, herself or itself in good faith, (ii) such Person reasonably believed that his, her or its conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such Person had no reasonable cause to believe his, her or its conduct was unlawful. Indemnification is not permissible against liability to the extent such

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Liability is the result of the Person's willful misconduct, recklessness, violation of the Company's Operating Agreement or any improperly obtained financial or other benefit to which the Person was not legally entitled. The termination of a Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Person did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of Expenses is permissible shall be made by (i) a majority in interest of the Members (including any interested Member); or (ii) independent special legal counsel selected in accordance with (d)(i) above.

(e) Any Indemnified Person who is a Party to a Proceeding may apply for indemnification from the Company to the court, if any, conducting the Proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a Proceeding in which the Person is wholly successful, on the merits or otherwise, the Person is entitled to indemnification under this Article, in which case the court shall order the Company to pay the Person his, her or its reasonable Expenses incurred to obtain such court ordered indemnification; or

(ii) The Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Person met the standard of conduct set forth in paragraph (c) of this Article.

(f) A Person is considered to be serving an employee benefit plan at the Company's request if the Person's duties to the Company also impose duties on, or otherwise involve services by, the Person to the plan or to participants in or beneficiaries of the plan. Indemnification shall also be provided for a Person's conduct with respect to an employee benefit plan if the Person reasonably believed his, her or its conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of Expenses to any such Person or any Person who is or was serving at the Company's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance Expenses to any Person. It is the intent of this Article to provide indemnification to such a Person to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. If indemnification is permitted under this Article, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation, negligence, breach of duty, waste, breach of contract (except to the extent the claim relates to the Operating Agreement or a contract between the Company and that Member or Manager), breach of warranty, strict liability, violation of federal or state securities law, violation

Certification Number: 20100803176 52
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REEL: 004275 FRAME: 0375

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of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(h) For purposes of this Article:

(i) The term "Expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a Proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(ii) The term "Liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable Expenses incurred with respect to a Proceeding.

(iii) The term "Party" includes a Person who was, is or is threatened to be made a named defendant or respondent in a Proceeding.

(iv) The term "Person" includes any natural person and any type of legal entity.

(v) The estate or personal representative of a natural person entitled to indemnification or advancement of expenses shall be entitled hereunder to indemnification and advancement of expenses to the same extent as such natural person.

(vi) The term "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(vii) The Company may purchase and maintain insurance for its benefit, the benefit of any Person who is entitled to indemnification under this Article, or both, against any Liability asserted against or incurred by such Person in any capacity or arising out of such Person's service with the Company, whether or not the Company would have the power to indemnify such Person against such Liability.

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State of Indiana
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

of

MORTON INTERNATIONAL, INC.

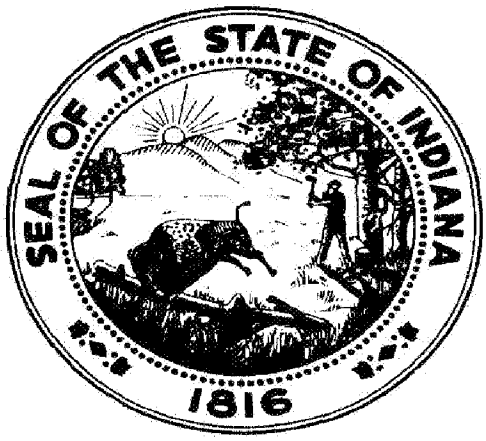
I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The name following said transaction will be:

MORTON INTERNATIONAL, LLC

Indiana Secretary of State
Packet: 1997030671
Filing Date: 07/30/2010
Effective Date: 07/30/2010

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, July 30, 2010.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 30, 2010.

TODD ROKITA,
SECRETARY OF STATE

1997030671 / 2010073017028