

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balchem Minerals Corporation		12/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Balchem Corporation		
Street Address:	52 Sunrise Park Road		
City:	New Hampton		
State/Country:	NEW YORK		
Postal Code:	10958		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2614069	K	
CORRESPONDENCE DATA			
Fax Number:	(973)297-6627		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-848-8308		
Email:	mfriscia@mccarter.com		
Correspondent Name:	Michael R. Friscia		
Address Line 1:	McCarter & English, LLP		
Address Line 2:	Four Gateway Center, 100 Mulberry Street		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	117557-00014		
NAME OF SUBMITTER:	Michael R. Friscia		
Signature:	/Michael R. Friscia/		
Date:	03/28/2011		
Total Attachments: 2 source=117557-00014 - Balchem Minerals Corp to Balchem Corp#page1.tif source=117557-00014 - Balchem Minerals Corp to Balchem Corp#page2.tif			

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made as of the 31st day of December, 2010 ("Execution Date") by and among Balchem Corporation, a Maryland corporation ("Buyer") and Balchem Minerals, Inc, a Delaware corporation ("BMC"). Buyer and BMC are each referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, BMC is the record and beneficial owners of all of the issued and outstanding shares of capital stock of Chelated Minerals Corporation, a Utah corporation ("Shares"); and

WHEREAS, Buyer desires to purchase, and BMC desires to sell, as of the Effective Date, all of the Shares.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.1 Purchase of Stock. Subject to the terms and conditions hereinafter set forth in this Agreement, as of the Effective Date, Buyer hereby purchases, and BMC hereby sells, assigns, transfers and delivers to Buyer, the Shares, free and clear of all liens.

1.2 Purchase Price. The purchase price for the Shares shall be ten dollars (\$10.00), receipt of which is hereby acknowledged.

1.3 Amendments, Waivers and Consents. For the purposes of this Agreement, no course of dealing between BMC and the Buyer, and no delay on the part of any Party hereto in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof and thereof. Except as otherwise provided herein, no covenant or other provision hereof may be waived or amended otherwise than by a written instrument signed by all Parties in connection with an amendment to this Agreement.

1.4 Governing Law. This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of the State of New York without giving effect to the conflict of laws principles thereof.

1.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be deemed prohibited if or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions or this Agreement.

1.6 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns only.

Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned or delegated by either of the Parties, either in whole or in part, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the undersigned have executed this Stock Purchase Agreement as of the Effective Date.

BUYER:

BALCHEM CORPORATION



Name: Dino A. Rossi
Title: President & Chief Executive Officer

**BALCHEM MINERALS
CORPORATION**



Name: Dino A. Rossi
Title: Director