

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NORTH AMERICAN SALT COMPANY		12/30/2011	CORPORATION: DELAWARE
Big Quill Resources, Inc.		12/30/2011	Limited Corporation: SASKATCHEWAN
Sifto Canada Corp.		12/30/2011	Unlimited Company: NOVA SCOTIA

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Collateral Agent
<b>Street Address:</b>	270 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Association: UNITED STATES

<b>Name:</b>	JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Collateral Agent
<b>Street Address:</b>	270 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3260010	CRYSTAL PLUS
Registration Number:	3008515	CRYSTAL PLUS WITH RESIN CLEAN FORMULA
Registration Number:	1334953	SIFTO
Registration Number:	2366775	SIFTO PREMIUM PLUS
Registration Number:	3823684	XTREME PERFORMANCE

OP \$240.00 3260010

Serial Number:	85414571	BIG QUILL
Serial Number:	85411905	CANADIAN CRYSTAL
Serial Number:	85225134	GAMEAWAY
Serial Number:	85440607	GRAVELGARD

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37746
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/22/2012

Total Attachments: 14  
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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

NORTH AMERICAN SALT COMPANY

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: DELAWARE  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) DECEMBER 30, 2011

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMORGAN CHASE BANK, N.A., as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 270 Park Avenue

City: \_\_\_\_\_

State: NEW YORK

Country: NY                              Zip: 10017

- Association      Citizenship USA  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)  
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD                              Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

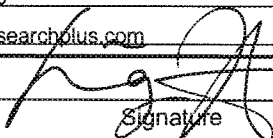
- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**



DongHwa Kim

Name of Person Signing

February 6, 2012

Date

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Additional names of Conveying Parties:**

Big Quill Resources Inc., a Saskatchewan limited corporation

Sifto Canada Corp., a Nova Scotia unlimited company

**Additional names of Receiving Parties:**

JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Collateral Agent

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2011 (this "Agreement"), by and among COMPASS MINERALS INTERNATIONAL, INC., a Delaware corporation, (the "US Borrower"), SIFTO CANADA CORP. (the "Canadian Borrower" or the "Canadian Grantor", and together with the US Borrower, the "Borrowers"), Great Salt Lake Minerals Corporation ("GSLMC"), North American Salt Company ("NASC"; together with the US Borrower and GSLMC, the "US Grantors", and together with the Canadian Grantor the "Grantors"), JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent under the US Collateral and Guaranty Agreement referred to below (in such capacity, the "US Collateral Agent") and J.P. MORGAN BANK, N.A., TORONTO BRANCH ("JPM Toronto", as Collateral Agent under the Canadian General Security Agreement referred to below (as assignee of J.P. Morgan Bank Canada) (in such capacity the "Canadian Collateral Agent" and, together with the US Collateral Agent the "Collateral Agents"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement, the US Collateral and Guaranty Agreement, or the Canadian General Security Agreement, as applicable, referred to below.

Reference is made to (a) the Credit Agreement dated as of November 28, 2001, as amended and restated as of April 10, 2002, as further amended and restated as of December 22, 2005, as further amended and restated as of September 30, 2010 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), by and among the US Borrower, the Canadian Borrower, Salt Union Limited (the "UK Borrower"), the Lenders from time to time party thereto and JPMCB, as Administrative Agent, (b) the US Collateral and Guaranty Agreement dated as of November 28, 2001, as amended and restated as of December 22, 2005, as further amended as of September 30, 2010 (as amended, supplemented, waived or otherwise modified from time to time, the "US Collateral and Guaranty Agreement"), among the US Borrower, the other Subsidiaries of the US Borrower identified therein and JPMCB, as Collateral Agent for the Secured Parties and (c) the Canadian General Security Agreement dated as of November 28, 2001, as amended on December 9, 2005, as further amended on December 22, 2005 and as further amended on September 30, 2010 (as further amended, restated, supplemented, waived or otherwise modified from time to time, the "Canadian General Security Agreement"), among the Canadian Borrower, the other Subsidiaries of the US Borrower identified therein and JPM Toronto, as Collateral Agent. The Lenders have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned on, among other things, the execution and delivery of this Agreement by the Grantors. The Grantors are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the US Collateral and Guaranty Agreement, the Canadian General Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. (a) As security for the payment or performance, as the case may be, in full of the Obligations as defined under the US Collateral and Guaranty Agreement, each US Grantor hereby grants to the US Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "US Grantor Security Interest") in all of such US Grantor's right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by such US Grantor, including those listed on Schedule I (the "US Grantor Patent Collateral") and any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule II (the "US Grantor Trademark Collateral", and together with the Patent Collateral, the "US Grantor Patent and Trademark Collateral") and (b) as security for the payment or performance, as the case may be, in full of the Obligations as defined under the Canadian General Security Agreement, the Canadian Grantor hereby grants to the Canadian Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Canadian Grantor Security Interest", together with the US Grantor Security Interest, the "Security Interest") in all of such Canadian Grantor's right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by such Canadian Grantor, including those listed on Schedule III (the "Canadian Grantor Patent Collateral") and any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule IV (the "Canadian Grantor Trademark Collateral", and together with the Canadian Grantor Patent Collateral, the "Canadian Patent and Trademark Collateral").

SECTION 3. Security Agreement. The security interests granted to the Collateral Agents herein are granted in furtherance, and not in limitation of, the security interests granted to the US Collateral Agent pursuant to the US Collateral and Guaranty Agreement and the security interests granted to the Canadian Collateral Agent pursuant to the Canadian General Security Agreement. The Grantor hereby acknowledges and affirms that (a) the rights and remedies of the US Collateral Agent with respect to the US Grantor Patent and Trademark Collateral are more fully set forth in the US Collateral and Guaranty Agreement and (b) the rights and remedies of the Canadian Collateral Agent with respect to the Canadian Grantor Patent and Trademark Collateral are more fully set forth in the Canadian General Security Agreement, in each case, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement on the one hand, and the US Collateral and Guaranty Agreement or the Canadian General Security Agreement on the other hand, the terms of the US Collateral and Guaranty Agreement or the Canadian Security Agreement shall govern.


SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single

contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

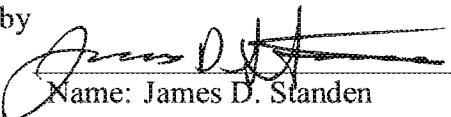
**BIG QUILL RESOURCES INC.**

by   
Name: Rodney L. Underdown  
Title: Vice President

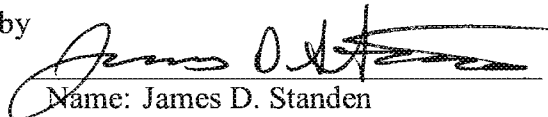
**GREAT SALT LAKE MINERALS CORPORATION**

by   
Name: Rodney L. Underdown  
Title: Vice President and Secretary

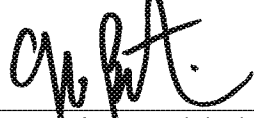
**NORTH AMERICAN SALT COMPANY**

by   
Name: James D. Standen  
Title: Treasurer

**SIFTO CANADA CORP.**

by   
Name: James D. Standen  
Title: Treasurer

**CAREY SALT COMPANY**

by   
Name: Angelo C. Brisimitzakis  
Title: President



SALT UNION LIMITED

by



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Name: Angelo C. Brismitzakis  
Title: Director

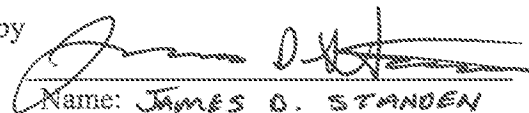
[Signature Page to Patent and Trademark Security Agreement]

[[NYCORP:3318977]]

**TRADEMARK**  
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COMPASS MINERALS  
INTERNATIONAL, INC.

by



Name: JAMES O. STANDEN

Title: TREASURER


[Signature Page to Patent and Trademark Security Agreement]

[[3318977]]

**TRADEMARK**  
**REEL: 004721 FRAME: 0619**

JPMORGAN CHASE BANK, N.A., as US  
Collateral Agent,

by



-----  
Name: Gitanjali Pundir  
Title: Vice President

JPMORGAN CHASE BANK, N.A.,  
TORONTO BRANCH, as Canadian  
Collateral Agent,

by



-----  
Name: Gitanjali Pundir  
Title: Vice President

Schedule I

Patent Collateral

1. **THE USE OF POTASSIUM SULFATE IN WATER SOFTENERS (POE)**  
U.S. Provisional Patent Application No. 61/467,219 filed March 28, 2011  
Inventor: Jerry Poe  
Owner: North American Salt Company
2. **PALLET SKIRT (THIMMESCH)**  
U.S. Patent Application No. 13/092,000, filed April 21, 2011  
Inventors: Kevin Thimmesch, Matt Dillon and Jack Kliewer  
Owner: North American Salt Company
3. **INSTALLATION OF LEAKAGE BARRIERS TO ENHANCE YIELD OF MINERAL DEPOSITS IN UNLINED SOLAR POND SYSTEMS (REYNOLDS)**  
U.S. Patent Application No. 13/240,597 filed September 22, 2011 (Claims priority of Provisional Patent Application Serial No. 61/385,449 filed September 22, 2010)  
Inventor: Mark Reynolds  
Owner: Great Salt Lake Minerals
4. **INSTALLATION OF LEAKAGE BARRIERS TO ENHANCE YIELD OF MINERAL DEPOSITS IN UNLINED SOLAR POND SYSTEMS (REYNOLDS)**  
International PCT Patent Application No. PCT/US/2011/052769 filed September 22, 2011 (Claims priority of Provisional Patent Application Serial No. 61/385,449 filed September 22, 2010)  
Inventor: Mark Reynolds  
Owner: Great Salt Lake Minerals

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5. **COMPOSITIONS AND METHODS FOR RETARDING THE FORMATION OF INSOLUBLE BYPRODUCTS WHEN USING NON-HALIDE CONTAINING SALTS AS WATER CONDITIONER REGENERANTS (BROWN)**  
U.S. Provisional Patent Application No. 61/537,362, filed September 21, 2011 (NON PROVISIONAL DEADLINE 9/21/12)  
Inventor: Geoffrey Brown, Kristopher Shelite  
Owner: Compass Minerals International, Inc.
6. **ANIMAL REPELLING DEICER (GAME AWAY) (ROSENBURGH)**  
U.S. Patent Application No. 13/275,892, filed October 18, 2011  
Inventors: Neil Rosenburgh, Michelle Lee Daum and Jason Bagley  
Owner: North American Salt Company
7. **ANIMAL REPELLING DEICER (GAME AWAY) (ROSENBURGH)**  
International PCT Patent Application No. PCT/US11/56698, filed October 18, 2011  
Inventors: Neil Rosenburgh, Michelle Lee Daum and Jason Bagley  
Owner: North American Salt Company
8. **METHOD AND APPARATUS FOR SCALING MINE ROOFS AND RIBS**  
U.S. Patent Registration No. 5,407,252, issued April 18, 1995  
Owner: Carey Salt Company
9. **DE-ICING METHOD**  
U.S. Patent Registration No. 7,758,769, issued July 20, 2010  
Owner: Salt Union Limited

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Schedule II  
Trademark Collateral

	Owner of Record	Trademark	Country	Registration Number	Application Number	Status	Description of Goods/Services
1.	Big Quill Resources Inc.	BIG QUILL	US		85/414571	Pending	Fertilizers, Class 1
2.	Big Quill Resources Inc.	CANADIAN CRYSTAL	US		85/411905	Pending	Fertilizers, Class 1
3.	North American Salt Company	GAMEAWAY	US		85/225,134	Pending	Deicing, class 1
4.	North American Salt Company	GRAVELGARD	US		85/440,607	Pending	Liquid applications applied to road surfaces to stabilize surface and control dust, Class 1
5.	Sifto Canada Corp.	Crystal Plus	US	3,260,010	78/549335	Registered	
6.	Sifto Canada Corp.	Crystal Plus with Resin Clean Formula	US	3,008,515	78/259360	Registered	
7.	Sifto Canada Corp.	Sifto	US	1,334,953	73/456529	Registered	
8.	Sifto Canada Corp.	Sifto Premium Plus	US	2,366,775	75/411502	Registered	
9.	Sifto Canada Corp.	Xtreme Performance	US	3,823,684	77/673197	Registered	

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Schedule III

Canadian Grantor Patent Collateral

1. **MAGNESIUM CHLORIDE AND POTASSIUM SULFATE DEICER (POE)**  
Canadian Patent Application No. 2,747,948 filed August 3, 2011  
Inventors: Jerry Poe, Doug Excell, Patricia Ries, and Kris Shelite  
Owner: North American Salt Company
  
2. **PALLET SKIRT (THIMMESCH)**  
Canadian Patent Application No. 2,738,181, filed April 26, 2011  
Owner: North American Salt Company

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Schedule IV  
Canadian Grantor Trademark Collateral

	Owner of Record	Trademark	Country	Registration Number	Application Number	Status	Description of Goods/Services
1.	Big Quill Resources Inc.	BIG QUILL	Canada		1542347	Pending	Fertilizers, Class 1
2.	Big Quill Resources Inc.	CANADIAN CRYSTAL	Canada		1542040	Pending	Fertilizers, Class 1
3.	Sifto Canada Corp.	<b>HyGrade</b>	Canada		1,547,688	Pending	Salt
4.	Sifto Canada Corp.	ICE SALT	Canada		1,541,132	Pending	De-icing and ice prevention preparation for roadways and sidewalks and other paved surfaces
5.	Sifto Canada Corp.	NATURE'S BEST	Canada		1,552,777	Pending	Deicing and ice prevention preparations for roadways and sidewalks and other paved surfaces
6.	Sifto Canada Corp.	NATURE'S POWER	Canada		1,552,778	Pending	Deicing and ice prevention preparations for roadways and sidewalks and other paved surfaces
7.	North American Salt Company	PRIMER	Canada		1516205	Pending	Chemicals for swimming pool and spa water treatment
8.	Sifto Canada Corp.	SURE PAWS	Canada		1522200	Pending	De-icing and ice prevention preparation for roadways and sidewalks and other paved surfaces
9.	Sifto Canada Corp.	ULTRA CRYSTAL	Canada			Proposed	Salt and water softening compounds
10.	North American Salt Company	X20	Canada		1518464	Pending	Water treatment chemicals for use in swimming pools and spas, class 1

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