

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Resignation, Assignment and Release Agreement relative to Trademark Security Agreement of 04/12/2007

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mosaic Sales Solutions US Operating Co. LLC		03/23/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	: UNITED STATES

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2408661	EVENT-CAM
Registration Number:	1350963	TMG
Serial Number:	78848985	KNOW-IT-ALL
Serial Number:	78849001	MAVEN
Serial Number:	78861249	DO-IT-ALL
Serial Number:	77011086	GAME ON!

CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	214-745-5226
Email:	awalker@winstead.com
Correspondent Name:	Andrea Walker, Winstead PC

CH \$165.00 2408661

Address Line 1: P.O. Box 131851
Address Line 4: Dallas, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER:	25690-785 BOA/MOSAIC
NAME OF SUBMITTER:	Andrea Walker
Signature:	/Andrea Walker/
Date:	03/27/2012

Total Attachments: 26

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RESIGNATION, ASSIGNMENT AND RELEASE AGREEMENT

RESIGNATION, ASSIGNMENT AND RELEASE AGREEMENT, dated as of March 23, 2012 (this "Agreement"), by and among MOSAIC US HOLDINGS INC., a Delaware corporation (the "Borrower"), MOSAIC PARENT HOLDINGS INC., a Delaware corporation ("Holdings"), each of Subsidiary Guarantors set forth on the signature pages hereto (the "Guarantors"), the Revolving Lenders party to the Credit Agreement (as defined below), CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York agency, as the existing agent for itself and the other Lenders (in such capacity, the "Existing Agent"), and BANK OF AMERICA, N.A., as the successor agent for itself and the other Lenders (in such capacity, the "Successor Agent").

PRELIMINARY STATEMENTS

A. The Borrower, Holdings, the Subsidiary Guarantors, the financial institutions party thereto, and Existing Agent, as administrative agent for itself and the other financial institutions, are parties to that certain Credit Agreement dated as of April 12, 2007 (such agreement together with all amendments, modifications, supplements and restatements, the "Credit Agreement").

B. The Borrower, Holdings, the Subsidiary Guarantors and the Required Lenders desire to amend the Credit Agreement to, among other things, extend the Revolving Termination Date until January 11, 2013, and the Successor Agent has agreed, subject to certain terms and conditions, to provide the Revolving Facility through such extended Revolving Termination Date (the foregoing amendment being referred to herein as the "Amendment").

C. Existing Agent desires to resign as Administrative Agent under the Credit Agreement and Successor Agent desires to be appointed as Administrative Agent under the Credit Agreement.

D. In connection with the resignation by Existing Agent and the appointment of Successor Agent, in each case, as Administrative Agent under the Credit Agreement, Existing Agent desires to assign to Successor Agent all of its right, title and interest in, to and under the Credit Agreement and each of the other Loan Documents (as defined in the Credit Agreement).

E. The Required Lenders and the Borrower have waived the notice requirement in Section 9.9 of the Credit Agreement.

AGREEMENT

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

ARTICLE I

DEFINITIONS AND OTHER MATTERS

1.1. Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement and used herein shall have the meanings given to such terms in the Credit Agreement.

1.2. The words "*hereof*", "*herein*" and "*hereunder*" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement and all section references herein are to this Agreement unless otherwise specified.

1.3. All terms in this Agreement in the singular shall have comparable meanings when used in the plural, and *vice versa*, unless otherwise specified.

1.4. Terms not otherwise defined herein which are defined in or used in Article 9 of the Uniform Commercial Code as in effect in the State of New York on the date hereof shall herein have the meanings given to them in Article 9.

ARTICLE II

RESIGNATION AND APPOINTMENT OF AGENT

2.1. Resignation of Existing Agent. Pursuant to Section 9.9 of the Credit Agreement, Existing Agent hereby resigns as Administrative Agent under the Credit Agreement and the other Loan Documents upon the occurrence of the Effective Date. Upon the effectiveness of such resignation, Existing Agent shall be discharged from its duties and obligations as Administrative Agent under the Credit Agreement and the other Loan Documents. Notwithstanding such resignation and the assignment contained in Section 3.1 of this Agreement, the provisions of Sections 9.7 and 10.5 of the Credit Agreement shall continue in effect for the benefit of Existing Agent in respect of any action taken or omitted to be taken by it while it was acting as the Agent under the Credit Agreement and the other Loan Documents and in respect of any action taken by Existing Agent pursuant to Section 3.2 of this Agreement.

2.2. Appointment of Successor Agent. Immediately upon the resignation of Existing Agent pursuant to Section 2.1 of this Agreement and pursuant to Section 9.9 of the Credit Agreement, the Majority Facility Lenders under the Revolving Facility hereby appoint Successor Agent as Administrative Agent under the Credit Agreement and the other Loan Documents. By its execution hereof, Successor Agent hereby accepts such appointment and by its acceptance of such appointment, Successor Agent hereby succeeds to and becomes vested with all the rights, powers, privileges and duties of Existing Agent in its capacity as Agent under the Credit Agreement and the other Loan Documents.

ARTICLE III

ASSIGNMENT AND ACCEPTANCE OF COLLATERAL

3.1. Assignment. Upon the occurrence of the Effective Date, Existing Agent, solely in its capacity as Administrative Agent under the Credit Agreement and the other Loan Documents, hereby transfers, assigns, conveys and delivers, as of the Effective Date, to Successor Agent, for the benefit of the Lenders and the other holders of the Obligations, and Successor Agent hereby assumes from Existing Agent, all of Existing Agent's, right, title and interest in, to and under (a) the Credit Agreement and the other Loan Documents, (b) any and all Collateral granted to Existing Agent, for the benefit of the Lenders and the other holders of the Obligations, under any Loan Document, including, without limitation, any and all Liens, security interests and rights and interests (i) as a secured party under all UCC financing statements filed by Existing Agent in accordance with and to secure the Obligations and (ii) as mortgagee, grantee or beneficiary under the Security Documents and any other mortgages, deeds of trust, fixture filings, landlord consents and other filings by Existing Agent in accordance with and to secure the Obligations, and (c) all proceeds of any and all of the foregoing (collectively, the "Assigned Items"); provided that Existing Agent expressly reserves all of its rights and benefits provided to it under Sections 9.7 and 10.5 of the Credit Agreement. The Assigned Items are being assigned and transferred by Existing Agent to Successor Agent without recourse and, except as expressly provided in Section 5.2 of this Agreement, without representation or warranty, express or implied, by Existing Agent.

3.2. Collateral; Further Assurances.(a) Upon the occurrence of the Effective Date, Existing Agent hereby (i) authorizes Successor Agent at any time after the effectiveness of this Agreement to prepare and file all UCC financing statement assignments and amendments and all other assignments, amendments or filings (including, without limitation, filings in the United States Patent and Trademark Office or United States Copyright Office) as may be necessary or appropriate to reflect the resignation of Existing Agent and the appointment of Successor Agent as contemplated hereby, the assignment of the Assigned Items to Successor Agent, and the continuing security interest in the Collateral in favor of the Lenders and the other holders of the Obligations, (ii) agrees to deliver, at the Borrower's expense, to Successor Agent promptly after the Effective Date all Loan Documents and physical Collateral in its possession not otherwise delivered by Existing Agent as of the Effective Date, and all other documentation relating to the Credit Agreement, the Loan Documents and the Collateral, as may reasonably be requested by Successor Agent from time to time after the Effective Date, and (iii) agrees to execute and deliver to Successor Agent, from time to time after the Effective Date, at the Borrower's expense, such additional information, assignments, modifications, documents, certificates and further assurances as Successor Agent may reasonably request to effectuate the transactions contemplated by this Agreement; *provided, however*, that the Existing Agent shall not be required to take any action that is in violation of any Loan Document or any applicable laws, rules or regulations, which could subject the Existing Agent to any liability. In furtherance of the foregoing, it is understood and agreed that the Existing Agent shall not be required to take any action or exercise any right, power or privilege (including, without limitation, the exercise of any rights or remedies) under the Loan Documents unless expressly requested in writing by the Successor Agent. The Existing Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper person. The Existing Agent may also rely upon any statement made to it orally or by

telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. The Existing Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts

(b) It is understood and agreed that the Existing Agent shall bear no responsibility for (and shall be released from any liability arising or resulting from) any actions taken or omitted to be taken (including any defect, insufficiency or failure to perfect with respect to the Collateral) by the Successor Agent or that otherwise occurred after the Effective Date or for any other event or action related to the Loan Documents that occurs after the Effective Date. The Existing Agent shall not be liable for any actions taken or omitted to be taken by the Successor Agent pursuant to this Agreement.

ARTICLE IV

CONSENTS

4.1. **Appointment of Successor Agent.** The Borrower hereby consents to the appointment by the Majority Facility Lenders under the Revolving Facility of Successor Agent as Administrative Agent under the Credit Agreement and the other Loan Documents pursuant to Section 2.2 of this Agreement.

4.2. **Assignment.** The Borrower and each Majority Facility Lender under the Revolving Facility hereby consents to the assignment of the Assigned Items by Existing Agent to Successor Agent pursuant to Section 3.1 of this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1. **Representations and Warranties of Loan Parties.** Each Loan Party represents and warrants to Existing Agent, Successor Agent and the Lenders as follows: (a) each Loan Party is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate power and authority to enter into and perform its obligations under this Agreement, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of each Loan Party and does not and will not: (i) violate any provision of law applicable to any Loan Party, the certificate of incorporation, bylaws, or other applicable governing document of any Loan Party or any order, judgment, or decree of any court or agency of government binding upon any Loan Party; (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation of any Loan Party; (iii) result in or require the creation or imposition of any Lien upon any of the assets of any Loan Party; or (iv) require any approval or consent of any Person under any contractual obligation of any Loan Party; (c) each Loan Party has duly executed and delivered this Agreement, and (d) no Loan Party has any rights of set-off, defense or counterclaim against the enforcement of the Assigned Items. Further, the Borrower represents and warrants that (i) set forth on *Schedule 1* attached hereto is an accurate and complete list of all Loans that are outstanding as of the date hereof,

detailing the Type, interest rate, interest period, outstanding principal amount, and accrued and unpaid interest of each Loan, and (ii) there are no Letters of Credit outstanding or any outstanding Reimbursement Obligations in respect of any Letters of Credit.

5.2. Representations and Warranties of Existing Agent. Existing Agent hereby represents and warrants to Successor Agent and the Lenders as follows: (a) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Existing Agent and (b) Existing Agent has duly executed and delivered this Agreement. This Agreement is hereby made without representation or warranty by the Existing Agent of any kind, nature or description except as specified in the immediately preceding sentence. Without limiting the generality of the foregoing, the Successor Agent acknowledges that the Existing Agent has not made any representation or warranty as to the financial condition of the Loan Parties or account debtors, values, quality, quantities or locations of assets, the collectability of any Collateral or any Obligations or as to the legality, validity, enforceability, perfection or priority of any Obligations or Collateral.

5.3. Representations and Warranties of Successor Agent. Successor Agent hereby represents and warrants to Existing Agent and the Lenders as follows: (a) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Successor Agent and (b) Successor Agent has duly executed and delivered this Agreement.

ARTICLE VI

RELEASE; SURVIVAL OF CERTAIN PROVISIONS

6.1. Limitation of Liability.(a) Existing Agent shall not be responsible for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto or the sufficiency of any documentation transferring any such lien or security interest to Successor Agent, as successor Administrative Agent; (b) Existing Agent makes no representation or warranty in connection with the foregoing other than as expressly set forth in Section 5.2 of this Agreement; and (c) Existing Agent understands that Successor Agent has, independently and without reliance upon Existing Agent, conducted its own review of each of the Loan Documents and made its own decision to succeed Existing Agent as Agent under the loan Documents.

6.2. RELEASE. TO INDUCE EXISTING AGENT TO ENTER INTO THIS AGREEMENT, EACH OF THE LOAN PARTIES FOR ITSELF AND ON BEHALF OF ITS OFFICERS, PARTNERS, DIRECTORS, EMPLOYEES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS DOES HEREBY REPRESENT AND WARRANT THAT AS OF THE EFFECTIVE DATE, THERE ARE NO CLAIMS OR OFFSETS AGAINST, OR RIGHTS OF RECOUPMENT WITH RESPECT TO, OR DEFENSES OR COUNTERCLAIMS TO ITS OBLIGATIONS UNDER THE LOAN DOCUMENTS, AND IN ACCORDANCE THEREWITH DOES HEREBY:

(a) WAIVE ANY AND ALL SUCH CLAIMS, OFFSETS, RIGHTS OF RECOUPMENT, DEFENSES AND COUNTERCLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING PRIOR TO THE OCCURRENCE OF THE EFFECTIVE DATE, IF

NOTWITHSTANDING THE FOREGOING, THERE EXIST ANY SUCH CLAIMS, OFFSETS, RIGHTS OF RECOUPMENT, DEFENSES OR COUNTERCLAIMS;

(b) RELEASE, DISCHARGE AND ACQUIT EXISTING AGENT AND EACH OF ITS RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, CONSULTANTS AGENTS AND SERVANTS, AND EACH OF ITS RESPECTIVE PREDECESSORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES"), OF AND FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, LIABILITIES, INDEBTEDNESS, RESPONSIBILITIES, DISPUTES, RIGHTS, CAUSES OF ACTION, DEMANDS, BREACHES OF CONTRACT, BREACHES OF DUTY OR ANY RELATIONSHIP, ACTS, OMISSIONS, CAUSE OR CAUSES OF ACTION (WHETHER AT LAW OR IN EQUITY), DEBTS, SUMS OF MONEY, ACCOUNTS, COMPENSATIONS, CONTRACTS, CONTROVERSIES, PROMISES, DAMAGES, COSTS, RIGHTS OF OFFSET, LOSSES AND EXPENSES, OF EVERY TYPE, KIND, NATURE, DESCRIPTION OR CHARACTER, WHENSOEVER ARISING OUT OF ANY ACTIONS OR OMISSIONS OF THE RELEASED PARTIES OCCURRING AT ANY TIME THROUGH THE DATE HEREOF, AND IRRESPECTIVE OF HOW, WHY, OR BY REASON OF WHAT FACTS, WHETHER HERETOFORE OR NOW EXISTING, HELD OR ALLEGED, OR WHICH COULD, MIGHT OR MAY BE CLAIMED TO EXIST, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, LIQUIDATED OR UNLIQUIDATED, MATURED OR UNMATURED, FIXED OR CONTINGENT, IN LAW OR EQUITY WHICH ANY LOAN PARTY EVER HAD, NOW HAS, MAY HAVE, CLAIMS TO HAVE OR MAY CLAIM TO HAVE (COLLECTIVELY, THE "RELEASED CLAIMS"), AGAINST THE RELEASED PARTIES, OR ANY OF THEM, EACH AS THOUGH FULLY SET FORTH HEREIN AT LENGTH WHICH IN ANY WAY ARISE OUT OF, ARE CONNECTED WITH OR RELATE TO THE CREDIT AGREEMENT OR TO THE LOANS AND OTHER FINANCIAL ACCOMMODATIONS MADE PURSUANT TO AND EVIDENCED BY THE CREDIT AGREEMENT OR OTHER LOAN DOCUMENTS (INCLUDING, WITHOUT LIMITATION, THE SECURITY DOCUMENTS) OR TO THE OBLIGATIONS, ANY AND ALL GUARANTIES OF THE OBLIGATIONS AND/OR ANY AND ALL COLLATERAL SECURITY FOR THE OBLIGATIONS, AS WELL AS ANY ACTION OR INACTION OF ANY RELEASED PARTY WITH RESPECT TO THE CREDIT AGREEMENT OR TO THE LOANS AND OTHER FINANCIAL ACCOMMODATIONS MADE PURSUANT TO AND EVIDENCED BY THE CREDIT AGREEMENT OR THE OTHER LOAN DOCUMENTS (INCLUDING, WITHOUT LIMITATION, THE SECURITY DOCUMENTS), OR TO THE OBLIGATIONS, ANY AND ALL GUARANTIES OF THE OBLIGATIONS AND/OR ANY AND ALL COLLATERAL SECURITY FOR THE OBLIGATIONS OR ANY TRANSACTIONS RELATED TO ANY OF THE FOREGOING (COLLECTIVELY, THE "CREDIT AGREEMENT RELATIONSHIP") OR ANY OTHER BUSINESS RELATIONSHIP (OTHER THAN FOREIGN EXCHANGE CONTRACTS, PENSION ASSET MANAGEMENT SERVICES, CASH MANAGEMENT AND DEPOSIT SERVICES AND TRUSTEE SERVICES UNDER INDUSTRIAL REVENUE BONDS, IN EACH CASE WHICH ARE NOT RELATED TO THE CREDIT AGREEMENT RELATIONSHIP) AMONG THE LOAN PARTIES AND THE RELEASED PARTIES, OR ANY OF THEM, *BUT EXCLUDING* ANY CLAIM ARISING AS A RESULT OF A BREACH OF THIS AGREEMENT BY EXISTING AGENT; AND

(c) AGREE NOT TO BRING ANY ACTION IN ANY JUDICIAL, ADMINISTRATIVE OR OTHER PROCEEDING AGAINST THE RELEASED PARTIES, OR ANY OF THEM, ALLEGING ANY SUCH RELEASED CLAIM OR AGAINST ANY OTHER PERSON ALLEGING ANY OTHER CLAIM OTHERWISE ARISING IN CONNECTION WITH ANY SUCH RELEASED CLAIM.

EACH OF THE RELEASED PARTIES SHALL BE A THIRD PARTY BENEFICIARY OF THIS AGREEMENT.

6.3. Indemnification; Survival. The parties hereby acknowledge that pursuant to Section 9.9 of the Credit Agreement, the provisions of Section 9 thereof shall continue in effect for the benefit of Existing Agent in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent under the Loan Documents. In addition, any provisions of the Credit Agreement which expressly survive the termination of the Credit Agreement and the payment of all other amounts payable thereunder (including, without limitation, Sections 9.7 and 10.5) shall continue to inure to the benefit of the Existing Lenders and Existing Agent.

6.4. Expenses. All expenses of Existing Agent incurred in connection with this Agreement or the assignment of the Assigned Items to Successor Agent, as successor Agent as and when described herein, shall be at the expense of and are for the account of the Borrower, payable promptly upon demand therefor by Existing Agent.

ARTICLE VII

MISCELLANEOUS

7.1. Effective Date. This Agreement shall be and become effective as of the date on which the following conditions have been satisfied to the satisfaction of Existing Agent (the "Effective Date"):

(a) The Borrower, Existing Agent and Successor Agent shall have received executed counterparts to this Agreement signed by each party to this Agreement;

(b) Substantially simultaneously with the effectiveness of this Agreement, Canadian Imperial Bank of Commerce ("CIBC") shall have sold to Bank of America, N.A. the entirety of its Revolving Commitments and Revolving Loans outstanding under the Credit Agreement, and Existing Agent shall have received the proceeds in respect thereof pursuant to an Assignment and Assumption Agreement, dated prior to or as of the date hereof by and between CIBC, as assignor, and Bank of America, N.A., as assignee; and

(c) Existing Agent shall have received all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses (including invoiced fees, charges and disbursements of counsel) required to be reimbursed or paid by Borrower hereunder or under the Credit Agreement or any other Loan Document.

7.2. Effect on Loan Documents. Upon the effectiveness of this Agreement, on and after the date hereof, all references in the Credit Agreement and the other Loan Documents to Existing Agent, solely in its capacity as Administrative Agent under the Credit Agreement and

the other Loan Documents, shall be deemed, where appropriate, to be references to Successor Agent, solely in its capacity as successor Administrative Agent under the Credit Agreement and the other Loan Documents.

7.3. Payments. If at any time after the date hereof, Existing Agent receives (a) any payment of any amount required to be paid to Successor Agent or any other Lender under the Loan Documents, (b) any Collateral, or (c) any proceeds of Collateral, then Existing Agent shall (i) notify Successor Agent of such fact and (ii) reasonably promptly deliver all such amounts or Collateral, as the case may be, to Successor Agent, for application in accordance with the Loan Documents.

7.4. Headings. Article, Section, subsection and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

7.5. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns, and nothing herein or in any other agreement executed or delivered in connection herewith is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement or any Loan Document.

7.7. Conflict with Other Agreements. The parties agree that in the event of any conflict between the provisions of this Agreement and the provisions of any of Loan Document, the provisions of this Agreement shall control.

7.8. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the law of the State of New York.

7.9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

7.10. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

7.11. Notices. All notices, requests, demands and other communications provided for or permitted hereunder shall be in writing (including telecopy communications), shall be sent by mail, telecopier or hand delivery to the addresses of the parties set forth below (until notice of a change thereof is delivered as provided in this Section 7.11 of this Agreement) and, except as otherwise provided in this Agreement, the cost thereof shall be for the sole account of the Borrower:

(A) if to the Borrower:

Mosaic US Holdings Inc.
6051 N. State Hwy. 161, Suite 100
Irving, Texas 75038
Attention: Chief Financial Officer
Telecopy no: (972) 870-4810

(B) if to Existing Agent:

Canadian Imperial Bank of Commerce
300 Madison Avenue
New York, New York 10017
Attention: Christine Aharonian
Telecopy no: (212) 856-3763

(C) if to Successor Agent:

Bank of America, N.A.
Agency Management
901 Main Street, 14th Floor
Dallas, Texas 75202
Attention: Anthony W. Kell
Telecopy no: (214) 290-922

7.12. Construction. Each party to this Agreement acknowledges that each of them has had the benefit of legal counsel of its own choice and had been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement shall be construed as if jointly drafted by the parties hereto.

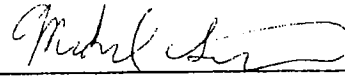
7.13. ENTIRE AGREEMENT; AMENDMENT. THIS AGREEMENT EMBODIES THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. THE PROVISIONS OF THIS AGREEMENT MAY BE AMENDED OR WAIVED ONLY BY AN AGREEMENT IN WRITING SIGNED BY THE PARTIES HERETO.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

EXISTING AGENT:

CANADIAN IMPERIAL BANK OF
COMMERCE, acting through its New York agency

By: 
Print Name: Michael Gewirtz
Print Title: Authorized Signatory

By: 
Print Name: Eoin Roche
Print Title: Authorized Signatory

SUCCESSOR AGENT:

BANK OF AMERICA, N.A.

By: _____
Print Name: _____
Print Title: _____

BORROWER:

MOSAIC US HOLDINGS INC.

By: _____
Print Name: _____
Print Title: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

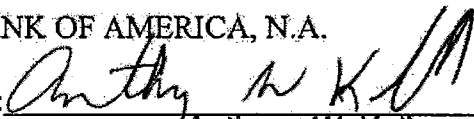
EXISTING AGENT:

CANADIAN IMPRIAL BANK OF COMMERCE,
acting through its New York agency

By: _____
Print Name: _____
Print Title: _____

SUCCESSOR AGENT:

BANK OF AMERICA, N.A.

By: 
Print Name: Anthony W. Kell
Print Title: Assistant Vice President

BORROWER:

MOSAIC US HOLDINGS INC.

By: _____
Print Name: _____
Print Title: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

EXISTING AGENT:

CANADIAN IMPERIAL BANK OF
COMMERCE, acting through its New York agency

By: _____
Print Name: _____
Print Title: _____

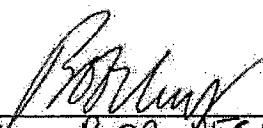
SUCCESSOR AGENT:

BANK OF AMERICA, N.A.

By: _____
Print Name: _____
Print Title: _____


BORROWER:

MOSAIC US HOLDINGS INC.


By:  _____
Print Name: BOB NEELY
Print Title: CFO

GUARANTORS:


MOSAIC PARENT HOLDINGS INC.

By: 
Name: BOB VESELY
Title: CFO


MOSAIC SALES SOLUTIONS US OPERATING CO. LLC

By: 
Name: BOB VESELY
Title: CFO


MOSAIC SALES SOLUTIONS CANADA OPERATING CO.

By: 
Name: BOB VESELY
Title: CFO

MOSAIC CANADA HOLDINGS INC.

By: 
Name: BOB VESELY
Title: CFO

MOSAIC DUTCH HOLDINGS LLC

By: 
Name: BOB VESELY
Title: CFO

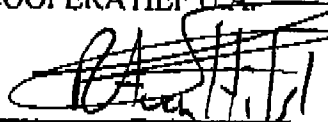
MOSAIC COÖPERATIEF U.A.

By: Aid Tracy
Name: Aiden Tracy
Title: Director

By: _____
Name: _____
Title: _____

MOSAIC COÖPERATIEF I.I.A.

By:



Name: R.A. van Hilst

Title: _____

By:

Name: _____

Title: _____

REVOLVING LENDERS:

BANK OF AMERICA, N.A.

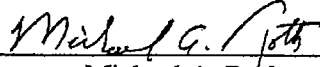
By: Jennifer Yan
Print Name: Jennifer Yan
Print Title: Senior Vice President

FREEPORT OFFSHORE 2010-1 LLC
By: Freeport Financial LLC
Its: Investment Manager

By: *Michael A. Roth*
Print Name: Michael A. Roth
Print Title: Manager

FREEPORT LOAN TRUST 2006-1

By: Freeport Financial LLC, its Servicer

By: 
Print Name: Michael A. Roth
Print Title: Manager

FREEPORT ONSHORE 2010-1 LLC

By: Freeport Financial LLC

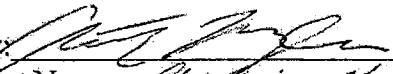
Its: Investment Manager

By: Michael A. Roth

Print Name: Michael A. Roth

Print Title: Manager

CIT GROUP BUSINESS CREDIT INC.

By: 
Print Name: Chris Andrew Mangalozzi
Print Title: AVP

**SCHEDULE 1
LOANS**

See attached.

Trademark Security Agreement

Trademark Security Agreement, dated as of April 12, 2007, by MOSAIC SALES SOLUTIONS US OPERATING CO. LLC (the "Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, ACTING THROUGH ITS NEW YORK AGENCY, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property)

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the pledge and grant of a lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MOSAIC SALES SOLUTIONS US OPERATING
CO., LLC

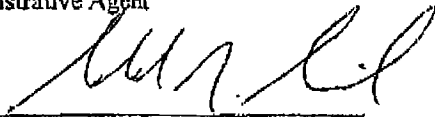
By: 
Name: Kelly Parsons
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004747 FRAME: 0597

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,
ACTING THROUGH ITS NEW YORK AGENCY,
as Administrative Agent

By: 
Name: **Gerald Girardi**
Title: **Canadian Imperial Bank of Commerce
Authorized Signatory**

Signature Page to Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Mosaic Sales Solutions US Operating Co.	2408661	EVENT-CAM
Mosaic Sales Solutions US Operating Co.	1350963	TMG

Trademark Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Mosaic Sales Solutions US Operating Co.	78/848985	Know-It-All
Mosaic Sales Solutions US Operating Co.	78/849001	Maven
Mosaic Sales Solutions US Operating Co.	78/861249	Do-It-All
Mosaic Sales Solutions US Operating Co.	77/011086	Game On!