

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
Vaporizer LLC	FORMERLY VAP Acquisition Co. LLC	11/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland plc		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85257549	FIRE CRYSTALS	
Registration Number:	2394068	BIG EVEREST	
Registration Number:	2782484	VAPORIZER	
CORRESPONDENCE DATA			
Fax Number:	2123084844		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123084411		
Email:	trademark@edwardswildman.com		
Correspondent Name:	Edwards Wildman Palmer LLP		
Address Line 1:	F.D.R. Station		
Address Line 2:	P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	305667.0004		

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NAME OF SUBMITTER:	Adam Grandy
Signature:	/Adam Grandy/
Date:	01/11/2013
Total Attachments: 5 source=RBS Trademark Security Agreement#page1.tif source=RBS Trademark Security Agreement#page2.tif source=RBS Trademark Security Agreement#page3.tif source=RBS Trademark Security Agreement#page4.tif source=RBS Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 27, 2012, between Vaporizer LLC (formerly known as "VAP Acquisition Co. LLC"), a Delaware limited liability company (the "Grantor") and The Royal Bank of Scotland plc, acting in the capacity as Collateral Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Term Loan Credit Agreement dated as of April 25, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among American Rock Salt Company LLC (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), and The Royal Bank of Scotland plc, as Administrative Agent and Collateral Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower.

WHEREAS pursuant to the Term Loan Security Agreement, dated as of April 25, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the guarantors from time to time party thereto and the Collateral Agent, the Grantor granted to the Collateral Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement) including the Obligations of the Borrower under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Collateral Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees 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 Trademarks

The Grantor hereby grants to the Collateral Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

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 agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

VAPORIZER LLC,
as Grantor

By: 

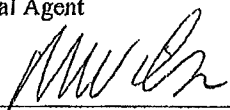
Name: Ann M. Blake

Title: Chief Financial Officer

COLLATERAL AGENT:

THE ROYAL BANK OF SCOTLAND plc,
as Collateral Agent

By: _____



Name: Matthew Wilson
Title: Authorized Signatory

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number	Owner
BIG EVEREST	2394068	Vaporizer LLC
FIRE CRYSTALS	257459	Vaporizer LLC
VAPORIZER	2782484	Vaporizer LLC

UNITED STATES TRADEMARK APPLICATIONS

None.