

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM297699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chelated Minerals International, Inc.		10/17/2013	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Chelated Minerals International, LLC		
Street Address:	259 Prospect Plains Road		
Internal Address:	Bldg. A		
City:	Cranbury		
State/Country:	NEW JERSEY		
Postal Code:	08512		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3411450		
Registration Number:	2171838	BIOKEY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6094952495		
Email:	christine.santelli@innophos.com		
Correspondent Name:	Joanne P. Will		
Address Line 1:	259 Prospect Plains Road		
Address Line 2:	Bldg. A		
Address Line 4:	Cranbury, NEW JERSEY 08512		
ATTORNEY DOCKET NUMBER:	CMI TRANSFER		
NAME OF SUBMITTER:	JOANNE P. WILL		
SIGNATURE:	/JOANNE P. WILL/		
DATE SIGNED:	03/10/2014		
Total Attachments: 7			
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source=Project Ripple (Tab 31) - Amendment to Purchaser Certificate of Formation (name change)#page1.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT
(INTELLECTUAL PROPERTY)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of October 17, 2013 (the "Effective Date"), by and between CHELATED MINERALS INTERNATIONAL, INC., a Utah corporation (the "Assignor") and INNOPHOS ACQUISITION II, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement, dated as of October 17, 2013, by and among Assignor, as the seller, BRUCE R. SHERMAN and SUZANNE R. SHERMAN (collectively, the "Stockholders") and the Assignee, as Purchaser (the "Asset Purchase Agreement").

WITNESSETH

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement providing for the sale of substantially all of the assets of Assignor to Assignee, the Closing with respect to which is taking place concurrently herewith; and

WHEREAS, under the Asset Purchase Agreement, Assignor has agreed to sell, transfer, convey, deliver and assign to Assignee, and Assignee has agreed to purchase and accept all of Assignors' right, title and interest in and to the Company Intellectual Property set forth on Exhibit A attached hereto.

NOW, THEREFORE, effective as of the Closing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending legally to be bound, agree as follows:

1. Assignor hereby sells, transfers, conveys, delivers and assigns unto Assignee and Assignee hereby acquires and accepts all of Assignor's right, title, and interest in and to the Company Intellectual Property, together with goodwill associated therewith, all rights to sue for past, present and future infringements of the Company Intellectual Property throughout the world.

2. Assignor hereby covenants and agrees that Assignor will, at any time and from time to time, upon written request therefor, execute and deliver to Assignee or Assignee's successors, nominees and assigns all such further documents and do such other acts as may reasonably be necessary and proper to perfect the transfer of Company Intellectual Property throughout the world as Assignee may elect, consistent with the Company Intellectual Property rights being transferred, and to vest the full title thereto in Assignee or its successors, nominees or assigns.

3. This Assignment shall be binding upon, and inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

4. Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, each hereby acknowledges and agrees that (a) nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed,

expand, enlarge or in any way affect any of the representations, warranties, covenants, agreements, rights, remedies and obligations of Assignor or Assignee set forth in, or any of the other terms and conditions of, the Asset Purchase Agreement; and (b) the representations, warranties, covenants, agreements, rights, remedies and obligations of Assignor and Assignee set forth in, and the other terms and conditions of, the Asset Purchase Agreement shall, to the extent provided in the Asset Purchase Agreement, survive the execution and delivery of this Assignment and the consummation of the transactions contemplated hereby and by the Asset Purchase Agreement. No claims for indemnification shall be made under this Assignment; all claims for indemnification shall be made only pursuant to the Asset Purchase Agreement, and only to the extent permitted thereunder.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to principles of conflict of laws.

6. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby may be brought solely in the federal and state courts situated in the Borough of Manhattan in the City of New York, and each of the parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party in the manner provided in the Purchase Agreement shall be deemed effective service of process on such party.

7. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, ANY OTHER TRANSACTION DOCUMENT ENTERED INTO IN CONNECTION HERewith OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY CLAIM, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AND THE OTHER AGREEMENTS CONTEMPLATED HEREBY, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.

8. This Assignment, the Asset Purchase Agreement and the Ancillary Agreements set forth the entire understanding and agreement of Assignor and Assignee with respect to the subject matter hereof. No amendment or modification to any terms of this Assignment, waiver of the obligations of Assignor or Assignee hereunder, or termination of this

Assignment, shall be valid unless in writing and signed by Assignor and Assignee. In the event that the terms of this Assignment conflict with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall control. This Assignment may not be assigned by operation of law or otherwise without the express written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of each party); provided, however, that Assignee may transfer any or all of its rights hereunder to any of its Affiliates that is directly or indirectly wholly-owned by Innophos Holdings, Inc. No provision of this Assignment is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

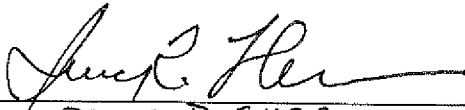
9. This Assignment may be executed and delivered (including by facsimile transmission or via electronic mail of a .pdf or similar file format) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

CHELATED MINERALS INTERNATIONAL, INC.

By: 
Name: BRUCE R. SHERMAN
Title: president

ASSIGNEE:

INNOPHOS ACQUISITION II, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

CHELATED MINERALS INTERNATIONAL, INC.


By: _____

Name:

Title:

ASSIGNEE:

INNOPHOS ACQUISITION II, LLC

By:  _____

Name: M. THURSTON

Title: PRESIDENT

EXHIBIT A

COMPANY INTELLECTUAL PROPERTY

1. First Amended and Restated Technology License Agreement by and between the Company and Balchem Minerals Corporation dated February 8, 2006 licensing the Technology Rights as defined therein, including (a) the tradenames, trademarks and service marks “Chelated Minerals,” “Biokey” and “Chelated Minerals International” and (b) and the product formulas attached as Schedule 2.10A of the Disclosure Schedules to the Asset Purchase Agreement.
2. United States Trademark, Registration No. 3411450; Serial No. 77172311, Filed May 3, 2007, IC 005, description: The color(s) red, purple, yellow, and green is/are claimed as a feature of the mark. The mark consists of a red-colored stylized key with stylized atoms or molecules represented by colored balls orbiting in a figure-8 to the left and right of the key and passing through the shaft of the key; the balls are green, yellow, and purple, with curved linking lines between adjacent balls, each line being in the same color as the adjacent ball out to half the distance to the next ball.



3. The formulations of all products produced by the Company in the form attached as Schedule 2.10B of the Disclosure Schedules to the Asset Purchase Agreement.
4. The Company’s Production Procedures Manual in the form attached as Schedule 2.10C of the Disclosure Schedules to the Asset Purchase Agreement.

**AMENDMENT
TO
CERTIFICATE OF FORMATION
OF
INNOPHOS ACQUISITION II, LLC**

The undersigned, desiring to amend the Certificate of Formation of Innophos Acquisition II, LLC filed September 16, 2013, pursuant to the Delaware Limited Liability Company Act (Title 6 Delaware Code, Chapter 18), does hereby certify as follows:

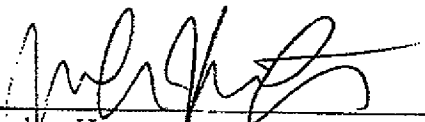
1. The name of the Limited Liability Company is Innophos Acquisition II, LLC (the "Company").

2. Article 1 of the Certificate of Formation of the Company is hereby amended, to read in its entirety as follows:

1. The name of the Limited Liability Company is Chelated Minerals International, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to the Certificate of Formation of the Company, this 21st day of October, 2013.

INNOPHOS ACQUISITION II, LLC

By: 
Joshua Horenstein
Title: Secretary