

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306029

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Magco Incorporated		05/30/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank		
<b>Street Address:</b>	150 East 42nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3800945	BREEDERS' PREFERRED	
<b>Registration Number:</b>	3225902	CI-56	
<b>Registration Number:</b>	2884566	CRYSTAL CLEAR WATER SOFTENER SALT	
<b>Registration Number:</b>	3784198	EARTH GUARD	
<b>Registration Number:</b>	3784200	EVERGREEN	
<b>Registration Number:</b>	2579422	MELTS SMART	
<b>Registration Number:</b>	3218429	MERLIN, MELTS LIKE MAGIC	
<b>Registration Number:</b>	3869267	MONSTER MELT PREMIUM ICE MELT	
<b>Registration Number:</b>	3026137	MR. MAGIC	
<b>Registration Number:</b>	4217496	MR. MAGIC	
<b>Registration Number:</b>	3271244	SAFER THAN SALT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6502130300		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP / Christina Ishihara		
<b>Address Line 1:</b>	3000 El Camino Real, Bldg 5, 9th Floor		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		

CH \$290.00 3800945

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	1155732-0289
<b>NAME OF SUBMITTER:</b>	Christina Ishihara
<b>SIGNATURE:</b>	/Christina Ishihara/
<b>DATE SIGNED:</b>	05/30/2014

**Total Attachments: 7**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES MARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES MARKS, dated as of May 30, 2014 ("**Mark Security Interest**"), by MAGCO INCORPORATED, a New York Corporation (the "**Grantor**"), is in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, located at 150 East 42nd Street, New York, New York 10017, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of May 30, 2014 (the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Mark Security Interest;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Mark Collateral. As collateral security for the full and complete payment and performance of all the Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the estate, right, title and interest of the Grantor in, to and under all of the following, or in which or to which the Grantor has any rights, in each case whether now existing or hereafter from time to time acquired by the Grantor (collectively, the "**Mark Collateral**," including, without limitation, the Mark Collateral listed on Schedule A attached hereto): all right, title and interest in and to any trademarks, service marks and trade

names, including (i) any registration or application for registration of any trademarks and service marks, which are registered or filed in the PTO or the equivalent thereof in any state of the United States or any equivalent foreign office or agency, including all renewals; (ii) any unregistered trademarks and service marks and any trade dress including logos, designs, fictitious business names and other business identifiers (including, without limitation, those listed on Schedule A attached hereto); (iii) the goodwill of the business symbolized thereby; (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same; and (v) all Proceeds and products of any and all of the foregoing; provided, that in no event shall the Mark Collateral include any Excluded Assets. For the avoidance of doubt, in no event shall the Mark Collateral include any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. § 1051(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d).

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Mark Security Interest is granted in conjunction with the lien and security interest 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 lien and security interest in the Mark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Mark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. After the Termination Date, this Mark Security Interest shall automatically terminate and the Collateral Agent, at the request and expense of the Grantor, (i) will promptly execute and deliver to such Assignor a proper instrument or instruments acknowledging the satisfaction and termination of this Mark Security Interest, (ii) will duly assign, transfer and deliver to the Grantor (without recourse and without any

representation or warranty) such of the Mark Collateral as may be in the possession of the Collateral Agent and as has not theretofore been sold or otherwise applied or released pursuant to this Mark Security Interest, and (iii) will take all other actions reasonably requested by the Grantor to evidence the satisfaction and termination of this Mark Security Interest.

SECTION 5. GOVERNING LAW. THIS MARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS MARK SECURITY INTEREST OR ANY OTHER INDENTURE DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK LOCATED IN NEW YORK COUNTY, AND, BY EXECUTION AND DELIVERY OF THIS MARK SECURITY INTEREST, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent pursuant to this Mark Security Interest and the Indenture Collateral Documents (as defined therein) and the exercise of any right or remedy by the Collateral Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement, dated May 30, 2014, by and between: (i) Wells Fargo Bank, National Association, as Collateral Agent (and its successors and assigns), for the benefit of Secured Parties (as defined therein) and (ii) Scotiabank Asset Finance , a division of The Bank of Nova Scotia, as Credit Facility Agent (and its successors and assigns), for the benefit of the holders from time to time of the Credit Facility Claims (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this Mark Security Interest with respect to lien priority or rights and remedies in connection with the Common

Collateral (as defined in the Intercreditor Agreement), the terms of the Intercreditor Agreement shall govern.

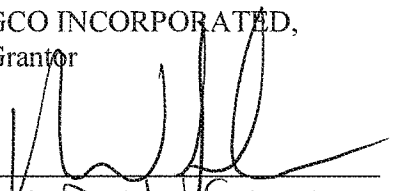
SECTION 7. Counterparts. This Mark Security Interest may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Issuer and the Collateral Agent.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Mark Security Interest as of the date first written above.

MAGCO INCORPORATED,  
as Grantor

By

  
Name: David V. Safran  
Title: Chief Executive Officer

*[Signature Page -- Grant of Security Interest in U.S. Marks (Magco Incorporated)]*

NEWYORK 9214729

**TRADEMARK**  
**REEL: 005291 FRAME: 0367**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Collateral Agent

By 

Name:

**Martin Reed**

Title:

**Vice President**

*[Signature Page - Grant of Security Interest in U.S. Marks (Magco Incorporated)]*

NEWYORK 9214729

**TRADEMARK**  
**REEL: 005291 FRAME: 0368**



SCHEDULE A

MARK COLLATERAL

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Breeder's Preferred	3800945	6/8/2010
CI-56	3225902	4/3/2007
Crystal Clear	2884566	9/14/2004
EarthGuard Premium	3,784,198	5/4/2010
Evergreen	3,784,200	5/4/2010
Melts Smart	2579422	06/11/2002
Merlin Melts Like Magic	3218429	3/13/2007
Monster Melt Premium Ice Melt	3869267	11/2/2010
Mr Magic	3026137	12/13/2005
Mr Magic [Plus Design]	4,217,496	10/2/2012
Safer Than Salt	3271244	7/31/2007