

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vaporizer LLC		06/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
American Rock Salt Company LLC		06/19/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4448812	FIRE ROCK	
Registration Number:	2394068	BIG EVEREST	
Registration Number:	4369002	FIRE CRYSTALS	
Registration Number:	2782484	VAPORIZER	
Registration Number:	3245796	AMERICAN ROCK SALT MINED WITH PRIDE IN T	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2149694804		
Email:	aashley@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	2727 North Harwood Street		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	435285-610120		
NAME OF SUBMITTER:	Elizabeth Pendergast		
SIGNATURE:	/Elizabeth Pendergast/		

TRADEMARK

DATE SIGNED:	06/19/2014
Total Attachments: 5 source=RBSC - ARS - Second Lien Trademark Security Agreement (Execution)#page1.tif source=RBSC - ARS - Second Lien Trademark Security Agreement (Execution)#page2.tif source=RBSC - ARS - Second Lien Trademark Security Agreement (Execution)#page3.tif source=RBSC - ARS - Second Lien Trademark Security Agreement (Execution)#page4.tif source=RBSC - ARS - Second Lien Trademark Security Agreement (Execution)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 19, 2014, among Vaporizer LLC, a Delaware limited liability company ("Vaporizer"), American Rock Salt Company LLC (the "Borrower" and, together with Vaporizer, collectively and individually, the "Grantor") and Royal Bank of Canada, acting in the capacity as administrative agent and collateral agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Second Lien Term Loan Agreement dated as of May 20, 2014 (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 Royal Bank of Canada., as Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower.

WHEREAS pursuant to the Second Lien Term Loan Security Agreement, dated as of May 20, 2014 (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 Administrative Agent, the Grantor granted to the Administrative 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 Secured Obligations (as defined in the Security Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative 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 Administrative 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 Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

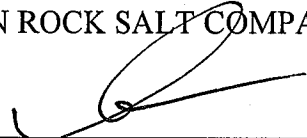
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this 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.

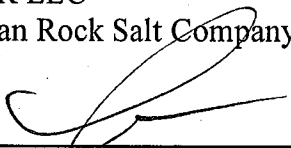
GRANTOR:

AMERICAN ROCK SALT COMPANY LLC

By: 
Name: Ann M. Blake
Title: Chief Financial Officer

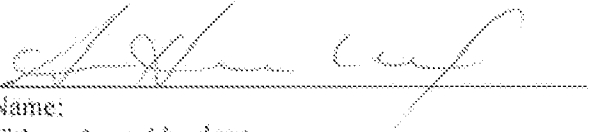
VAPORIZER LLC

By: American Rock Salt Company LLC, its sole member

By: 
Name: Ann M. Blake
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA,
as Administrative Agent

By: 

Name:

Title: Ann Hurley
Manager, Agency

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registered Owner</u>	<u>Reg. No./ App. No.</u>	<u>Reg. Date/ App. Date</u>	<u>Status</u>
FIRE ROCK	U.S.	The Borrower	4448812	10 Dec 2013	Registered
BIG EVEREST	U.S.	Vaporizer	2394068	10 Oct 2000	Registered
FIRE CRYSTALS	U.S.	Vaporizer	4369002	16 July 2013	Registered
VAPORIZER	U.S.	Vaporizer	2782484	11 Nov 2003	Registered
AMERICAN ROCK SALT MINED WITH PRIDE IN THE U.S.A. (and image)	U.S.	The Borrower	3245796	13 June 2005	Registered