

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S.P.L.-USA, LLC		09/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morton Salt, Inc.		
Street Address:	123 North Waker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	75713608	ARCTIC THAW	
Serial Number:	78643997	BLIZZARD WIZARD	
Serial Number:	78643992	CFORCE	
Serial Number:	76287145	INTERNATIONAL SALT COMPANY, LLC	
Serial Number:	75505527	SUN CRYSTALS	
Serial Number:	78644001	SUPER SALT	
Serial Number:	85801800	WIZARD SALT	
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:	215-965-1257		
Email:	usptotm@panitchlaw.com		
Correspondent Name:	Maureen C. Kassner		
Address Line 1:	2005 Market Street, Suite 2200		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	209555.5000		
NAME OF SUBMITTER:	Maureen C. Kassner		

OP \$190.00 75713608

SIGNATURE:	/Maureen C. Kassner/
DATE SIGNED:	09/30/2014
Total Attachments: 4 source=Assignment - SPL to MSI#page1.tif source=Assignment - SPL to MSI#page2.tif source=Assignment - SPL to MSI#page3.tif source=Assignment - SPL to MSI#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into effective as of September 29, 2014, by and between **S.P.L.-USA, LLC**, a Delaware limited liability company, whose registered office is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, New Castle, Delaware 19808 (hereinafter "Assignor"); and **Morton Salt, Inc.**, a Delaware corporation with an office at 123 North Wacker Drive, Chicago, Illinois 60606 (hereinafter "Assignee").

WITNESSETH:

WHEREAS, the Assignor holds all right, title and interest in and to the registered trademarks and trademark application listed in Schedule A attached hereto (the "Assigned Trademarks"), and the goodwill of the business symbolized thereby;

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in and to the Assigned Trademarks, and the goodwill associated therewith; and

WHEREAS, Assignor is willing to assign its rights, title and interest in and to the Assigned Trademarks, and the goodwill associated therewith to the Assignee;

WHEREAS, this assignment is part of a two-step merger on September 29, 2014, in which International Salt Company LLC first merges into Assignor S.P.L.-USA, LLC, and then later that same day, Assignor S.P.L.-USA, LLC merges into Assignee Morton Salt, Inc., with Assignee Morton Salt, Inc. as the surviving entity;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor, being the sole and exclusive legal and beneficial owner of the Assigned Trademarks, hereby sells, assigns, and transfers to Assignee: (a) all of Assignor's right, title, and interest worldwide in and to the Assigned Trademarks, and the goodwill associated with the Assigned Trademarks, and (b) all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of an of the Assigned Trademarks, including but not limited to trademark infringement damages, associated with the Assigned Trademarks. Assignee hereby accepts such assignment.

2. **Further Assurances.** Assignor agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Assignee to the Assigned Trademarks as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor (which power of attorney is coupled with an interest and is irrevocable).

3. **Governing Law.** This Assignment shall be construed in accordance with, and this Assignment and all matters arising out of or relating in any way whatsoever hereto (whether in contract, tort or otherwise) shall be governed by, the law of the State of Illinois.

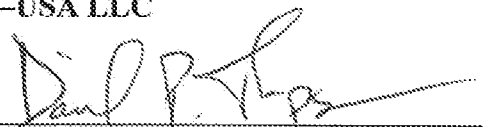
4. **Miscellaneous.** If any provision (or portion thereof) of this Assignment shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion hereof) or the application of such provision to any other persons or circumstances. The section headings herein are provided for convenience only and have no substantive effect on the construction of the Assignment. There are no representations, warranties, or obligations of a party relating to this Assignment which are not expressly contained herein. The Assignment contains the entire agreement of the parties with respect to the subject matter discussed herein, and supersedes all prior communications, representations, understandings, agreements, and assignments, either oral or written, between the parties with respect to the same subject matter. The Assignment may be amended only in writing signed by authorized representatives of both parties. The provisions of the Assignment that by their nature would survive termination or expiration of this Assignment will survive indefinitely. This Assignment may be executed in any number of counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more such counterparts have been signed by each party and delivered to the other party. Any such counterpart may be delivered to a party by facsimile or other electronic format (including, but not limited to “.pdf”).

(Signature Page Follows)

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and is effective as of the date first written above.

ASSIGNOR:

S.P.L. -USA LLC

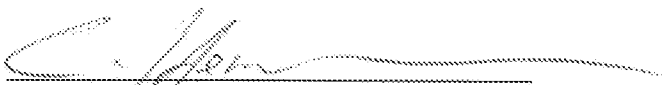
By: 

Name: Daniel P. Thompson

Title: Chief Executive Officer

ASSIGNEE:

MORTON SALT, INC.

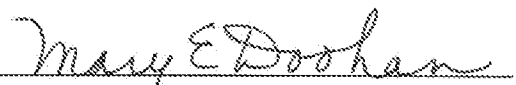
By: 

Name: Christian Herrmann

Title: Chief Executive Officer

And:

MORTON SALT, INC.

By: 

Name: Mary E. Doohan

Title: Secretary

**EXHIBIT A to Trademark Assignment
from S.P.L. USA, LLC to Morton Salt, Inc.**

Trademark	U.S. Application or Serial No.	U.S. Registration No.
ARCTIC THAW	75713608	2488549
BLIZZARD WIZARD	78643997	3231212
CForce	78643992	3095512
INTERNATIONAL SALT COMPANY, LLC	76287145	2720574
SUN CRYSTALS	75505527	2556389
SUPER SALT	78644001	3185842
WIZARD SALT	85801800	