

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JDCPhosphate, Inc.		01/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Agrifos Partners, LLC		
Street Address:	1815 Purdy Avenue		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	CORPORATION: DELAWARE		
Name:	Aaron Edelstein		
Street Address:	201 East DiLido Drive		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Craig Edelstein		
Street Address:	201 East DiLido Drive		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Theodore P. Fowler		
Street Address:	5154 Hanover Lane		
City:	Lakeland		
State/Country:	FLORIDA		
Postal Code:	33813-2834		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Lawrence Handman		
Street Address:	407 Rhode Bland Ave.		
City:	Cherry Hill		
State/Country:	NEW JERSEY		

CH \$40.00 4560829

TRADEMARK

Postal Code:	08002
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Ronald F. Hartung
Street Address:	1068 Ashton Woods Lane
City:	Lakeland
State/Country:	FLORIDA
Postal Code:	33813
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Devin Megy
Street Address:	1001 NW Lovejoy
Internal Address:	Unit 705
City:	Portland
State/Country:	OREGON
Postal Code:	97209
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Jeff Megy
Street Address:	4661 NW Rosemarie PLace
City:	Cervalis
State/Country:	OREGON
Postal Code:	33813
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Joseph Megy
Street Address:	6797 Eagle Ridge Boulevard
City:	Lakeland
State/Country:	FLORIDA
Postal Code:	33813
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Sean Megy
Street Address:	400 Winslow Way
Internal Address:	#270
City:	Bainbridge Island
State/Country:	WASHINGTON
Postal Code:	98110
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Florida Opportunity Fund, Inc.
Street Address:	c/o Milcom Venture Partners
Internal Address:	270 West New England Ave.
City:	Winter Park
State/Country:	FLORIDA

TRADEMARK

REEL: 005638 FRAME: 0629

Postal Code:	32789
Entity Type:	CORPORATION: FLORIDA
Name:	Funo De Capital De Risco Espirito
Street Address:	Santo Ventures III
Internal Address:	Rua Alexandre Herculano, 38 5
City:	Lisbon
State/Country:	PORTUGAL
Postal Code:	1269-161
Entity Type:	CORPORATION: PORTUGAL
Name:	Issues Over, LLC
Street Address:	1068 Ashton Woods Lane
City:	Lakeland
State/Country:	FLORIDA
Postal Code:	33813
Entity Type:	CORPORATION: FLORIDA
Name:	Minemakers Limited
Street Address:	34 Colin Street
Internal Address:	Level 2
City:	West Perth, Perth
State/Country:	AUSTRALIA
Postal Code:	6005
Entity Type:	CORPORATION: AUSTRALIA
Name:	Mitsui & Co. (U.S.A.), Inc.
Street Address:	200 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10166-0130
Entity Type:	CORPORATION: NEW YORK
Name:	Vulcan Phosphates LLC
Street Address:	1815 Purdy AVenue
City:	Miami Beach
State/Country:	FLORIDA
Postal Code:	33139
Entity Type:	CORPORATION: FLORIDA
Name:	Red Church LLC
Street Address:	1700 Lincoln Street
Internal Address:	Suite 3020
City:	Denver
State/Country:	COLORADO

TRADEMARK

REEL: 005638 FRAME: 0630

Postal Code:	80203
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4560829	J-ROX

CORRESPONDENCE DATA

Fax Number: 5616558719
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.
Phone: 5618337700
Email: cathy.nicholson@lockelord.com
Correspondent Name: LOCKE LORD LLP
Address Line 1: 525 OKEECHOBEE BLVD.
Address Line 2: SUITE 1600
Address Line 4: WEST PALM BEACH, FLORIDA 33401

ATTORNEY DOCKET NUMBER:	0010(310970)
NAME OF SUBMITTER:	Howard M. Gitten
SIGNATURE:	/Howard M. Gitten/
DATE SIGNED:	10/06/2015

Total Attachments: 10
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THE SECURITY INTERESTS SET FORTH HEREIN ARE SUBORDINATE TO THE INDEBTEDNESS (INCLUDING INTEREST) AND OTHER OBLIGATIONS OWED BY JDCPHOSPHATE, INC. AND JDCDEVELOPMENT COMPANY, LLC TO THE FLORIDA OPPORTUNITY FUND, INC. (THE "SENIOR LENDER") PURSUANT TO THE "SENIOR INDEBTEDNESS" DEFINED IN THE SECURITY AGREEMENT REFERRED TO HEREIN, AND THE SECURITY INTERESTS AND LIENS SECURING SUCH INDEBTEDNESS, AND TO INDEBTEDNESS REFINANCING SUCH INDEBTEDNESS.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 30, 2015 by and among:

JDCPhosphate, Inc., a Delaware corporation (the "Grantor"), and

Agrifos Partners, LLC, a Delaware limited liability company and one of the Secured Parties referred to below, as the initial Collateral Agent (the "Collateral Agent").

RECITALS

A. The Grantor and the persons holding Series B Bridge Notes of the Company, listed on Schedule I annexed hereto (each individually a "Holder" or a "Secured Party", and collectively, "Secured Parties") are parties to a Convertible Secured Note Purchase Agreement – Series B Bridge – 2015 (the "Series B Bridge Note Purchase Agreement"), dated January 30, 2015, pursuant to which each Holder is purchasing a Series B Bridge Note (as defined therein). The parties intend that the Grantor's obligations to repay the Series B Bridge Notes (hereinafter, the "Secured Notes") be secured by all of the assets of the Grantor pursuant to this Agreement and the Security Agreement referred to in the next Recital.

B. Pursuant to the terms of the Security Agreement (as defined in the Series B Bridge Note Purchase Agreement), Grantor has granted to the Secured Parties a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined therein).

AGREEMENT

In consideration of the purchase of the Secured Notes by the Secured Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with Secured Parties as follows:

To secure its obligations under the Secured Notes, Grantor grants and pledges to the Collateral Agent, as agent for the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent, as agent for the Secured Parties under the Security Agreement. The rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest granted hereby are in

addition to those set forth in the Security Agreement or the Secured Notes, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Collateral Agent and the Secured Parties provided for herein or in the Security Agreement or the Secured Notes, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Collateral Agent or the Secured Parties of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or the Secured Notes, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection with which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Secured Parties' security interest in the Collateral shall continue until the payment in full and the satisfaction of all payment obligations set forth in the Secured Notes, whereupon such security interest shall automatically terminate and the Collateral shall be released. The Collateral Agent and the Secured Parties shall, at Grantor's sole cost and expense, execute such further documents and take such further actions as may be reasonably necessary to make effective the release contemplated by this paragraph, including duly authorizing and delivering termination statements for filing in all relevant jurisdictions under the Uniform Commercial Code.

Any term of this Agreement may be amended or waived only with the written consent of the Grantor and the Collateral Agent, and, for so long as any Senior Indebtedness (as defined in the Security Agreement) is outstanding, FOF (as defined the Security Agreement). For purposes of this Agreement, any action, including approval of any amendment or waiver, which has been approved in writing by the Collateral Agent or the holders of Series B Bridge Notes representing 70% or more of the outstanding principal of the Series B Bridge Notes shall be deemed the approval or consent of all of the Holders. Any amendment or waiver so effected shall be binding upon the parties and their respective successors and assigns.

The protections, rights and obligations of the Collateral Agent hereunder shall be as set forth in the Security Agreement. The Collateral Agent shall be replaced as provided in the Security Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

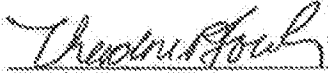
* * *

Execution Copy

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

IDCPHOSPHATE, INC.

By: 
Theodore P. Fowler, President

Address: 3200 County Road 630 W
Fort Meade, FL 33841

Facsimile: 1-863-285-8504

COLLATERAL AGENT, AS AGENT FOR THE SECURED PARTIES:

AGRIFOS PARTNERS, LLC

By: _____
Name (print): _____
Title: _____

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005638 FRAME: 0634

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

JDCPHOSPHATE, INC.

By: _____
Theodore P. Fowler, President

Address: 3200 County Road 630 W
Fort Meade, FL 33841

Facsimile: 1-863-285-8504

COLLATERAL AGENT, AS AGENT FOR THE SECURED PARTIES:

AGRIFOS PARTNERS, LLC

By: _____
Name (print): L. Grandio
Title: Vice President

SCHEDULE I

List of Holders comprising Secured Parties

<i>Name</i>	<i>Address</i>
Aaron Edelstein	201 East DiLido Drive Miami, FL 33139
Craig Edelstein	201 East DiLido Drive Miami Beach, FL 33139
Theodore P. Fowler	5154 Hanover Lane Lakeland, FL 33813-2834
Lawrence Handman	407 Rhode Bland Ave. Cherry Hill, NJ 08002
Ronald F. Hartung	1068 Ashton Woods Lane Lakeland, FL 33813
Devin Megy	1001 NW Lovejoy Street, Unit 705 Portland, OR 97209
Jeff Megy	4661 NW Rosemarie Place Cervasis, OR 97330
Joseph Megy	6797 Eagle Ridge Boulevard Lakeland, FL 33813
Sean Megy	400 Winslow Way E, #270 Bainbridge Island, WA 98110
Florida Opportunity Fund, Inc.	c/o MILCOM Venture Partners 270 West New England Avenue Winter Park, FL 32789 Attention: Jennifer Dunham
Fundo De Capital De Risco Espirito	Santo Ventures III Rua Alexandre Herculano, 38, 5º 1269-161 Lisbon, Portugal
Issues Over, LLC	c/o Ronald F. Hartung 1068 Ashton Woods Lane Lakeland, FL 33813
Minemakers Limited	Level 2, 34 Colin Street West Perth, Perth Western Australia 6005

Mitsui & Co. (U.S.A.), Inc.	200 Park Avenue New York NY 10166-0130 US
Vulcan Phosphates LLC	Agrifos Partners LLC 1815 Purdy Avenue Miami Beach FL 33139 Attn: Timothy Cotton, Vice Chairman
Red Church LLC	c/o Ronald Cambre 1700 Lincoln Street, Suite 3020 Denver, CO 80203

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

US. PATENT CASES

Patent / Patent Appln No.	Title	Filed / Issued / Expires	Status	Assignee
60/577,286	Process for phosphoric acid manufacture	Filed: June 4, 2004	Expired	NA
60/648,360	KPA process	Filed: Jan. 28, 2005	Expired	NA
11/145,564	Rotary kiln process for phosphoric acid manufacture	Filed: June 3, 2005	Abandoned	NA
11/330,034	Rotary kiln process for phosphoric acid manufacture	Filed: Jan. 11, 2006	Abandoned	NA
11/818,115 7,378,070	Phosphorous pentoxide producing methods	Filed: June 13, 2007 Issued: May 27, 2008 Expires: June 3, 2025	Issued	JDCPhosphate, Inc.
12/125,751	Phosphorous pentoxide producing Methods	Filed: May 22, 2008	Abandoned	JDCPhosphate, Inc.
12/186,413 7,910,080	Phosphorous pentoxide producing Methods	Filed: Aug. 5, 2008 Issued: Mar. 22, 2011 Expires: March 25, 2026	Issued	JDCPhosphate, Inc.
13/306,890 8,734,749	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed: Nov. 29, 2011 Issued: 05/27/2014 Expires: 11/29/2031	Issued	JDCPhosphate, Inc.
62056254	Improved Process for Phosphorous Pentoxide Production	Filed: Sept. 26, 2014	Pending	NA
62085778	Improved Process for Phosphorous Pentoxide Production	Filed: Dec. 01, 2014	Pending	NA

FOREIGN PATENT CASES

PCT/US05/19598 19908.001WO01	Rotary Kiln Process for Phosphoric Acid Manufacture	Filed: July 18, 2005	Abandoned	NA
PCT/US07/13834 WO/2008/153521 19908.004WO01	Phosphorous pentoxide producing Methods	Filed: June 13, 2007	Expired	JDCPhosphate, Inc.
496/2008 (Jordan) 19908.004JO01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Pending	JDCPhosphate, Inc.

P10721729-3 (Brazil) 19908.004BR01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Pending	JDCPhosphate, Inc. (In Process)
2689983 (Canada) 19908.004CA01 2689983	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: May 20, 2014 Expires: June 13, 2027	Granted	JDCPhosphate, Inc.
200780053313.1 (China) 19908.004CN01 ZL 200780053313.1	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: July 24, 2013 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
PCT18052009 (Egypt) 19908.004EG01	Pentoxide Producing Methods	Filed: June 13, 2007	Pending	JDCPhosphate, Inc. (In Process)
202222 (Israel) 19908.004IL01 202222	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: May 1, 2014 Expires: June 13, 2027	Granted	JDCPhosphate, Inc.
MX/a/2009/013101 (Mexico) 19908.004MX01	Pentoxide Producing Methods	Filed: June 13, 2007	Pending	JDCPhosphate, Inc.
32506 (Morocco) 19908.004MA01 31673	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Sept. 1, 2010 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
TN2009/0502 (Tunisia) 19908.004TN01 21250	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Sept. 20, 2011 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
07796036.7 (Europe) 19908.004EP01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Published	JDCPhosphate, Inc.
2007354897 (Australia) 19908.004AU01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Oct. 24, 2013 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
AP/P/2010/005479 (Namibia) 19908.004NA01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Pending	JDCPhosphate, Inc.
PCT/US2012/066597 19908.008WO01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov. 27, 2012	Expired	JDCPhosphate, Inc.
P120104462 19908.008AR01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov. 28, 2012	Published	JDCPhosphate, Inc.
2012-001527 19908.008VE01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov. 28, 2012	Pending	JDCPhosphate, Inc.
9914 19908.008LB01 9854	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov. 21, 2012 Granted: Nov. 27, 2012 Expired: Nov. 21, 2032	Granted	JDCPhosphate, Inc.

13915014000306971 19908.008IR01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 21, 2012	Pending	JDCPhosphate, Inc.
112 34 0038 19908.008SA01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 27, 2012	Pending	JDCPhosphate, Inc.
799/2012 19908.008PK01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 28, 2012	Pending	JDCPhosphate, Inc.
NP/055/Ext/2012 19908.008CD01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 26, 2012	Pending	JDCPhosphate, Inc.
307/2012 19908.008IQ01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 27, 2012	Abandoned	JDCPhosphate, Inc.

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
J-ROX		85/712,638 19908.013US50 4560829	Filed: Aug 24, 2012 Registered: July 1, 2014