

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JDCPhosphate, Inc.		11/20/2015	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:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4560829	J-ROX	
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<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:	203-975-7505		
Email:	christina.london@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	201 Broad Street		
Address Line 2:	Howard Gitten, Esq.		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	1481917.00010		
NAME OF SUBMITTER:	Christina London		
SIGNATURE:	/christina london/		
DATE SIGNED:	11/20/2015		
Total Attachments: 11			
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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 November 20, 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 Exchange Notes (as defined below) of the Company, listed on Schedule I annexed hereto and the persons holding November Series B Notes (as defined below) of the Company, listed on Schedule II annexed hereto (each individually a "Holder" or a "Secured Party", and collectively, "Secured Parties") are parties to a Convertible November Secured Note Purchase and Exchange Agreement – Series B Bridge – 2015 (the "November Series B Bridge Note Purchase and Exchange Agreement"), dated November __, 2015, pursuant to which all Holders are exchanging their January Series B Notes (as defined therein) for Exchange Notes (as defined therein) and certain Holders are purchasing an November Series B Note (as defined therein). The parties intend that the Grantor's obligations to repay the Exchange Notes and the November Series B Notes (collectively, hereinafter, the "November 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 November Series B Bridge Note Purchase and Exchange 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 redemption and exchange of January Series B Notes (as defined in the November Series B Bridge Note Purchase and Exchange Agreement) for the Exchange Notes of the Company and the purchase of the November 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 Exchange Notes and the November 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 November 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 November 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 November 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 November 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 November Secured Notes representing 70% or more of the aggregate principal amount outstanding under the November Secured 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.

* * *

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*
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

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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): Timothy Cotton
Title: Vice Chairman

Signature Page to Intellectual Property Security Agreement

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SCHEDULE I

Exchange Note Holders

List of Holders comprising Secured Parties

<i>Name</i>	<i>Address</i>
Agrifos Partners LLC (as collateral agent)	1815 Purdy Avenue Miami Beach FL 33139 Attn: Timothy Cotton, Vice Chairman

SCHEDULE II

November Series B Note Holders

List of Holders comprising Secured Parties

<i>Name</i>	<i>Address</i>
Agrifos Partners LLC (as collateral agent)	1815 Purdy Avenue Miami Beach FL 33139 Attn: Timothy Cotton, Vice Chairman

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

U.S. 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.

Exhibit B

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

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