

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385941

<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>
JDCPHOSPHATE, INC.		05/16/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGRIFOS PARTNERS LLC		
<b>Street Address:</b>	16 EAST 40TH STREET		
<b>Internal Address:</b>	SUITE 802		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4560829	J-ROX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6174394170		
<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>	(209)975-7505		
<b>Email:</b>	patricia.buckley@lockelord.com		
<b>Correspondent Name:</b>	LOCKE LORD LLP		
<b>Address Line 1:</b>	P.O. BOX 55874		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02215		
<b>NAME OF SUBMITTER:</b>	Howard M. Gitten		
<b>SIGNATURE:</b>	/Howard M. Gitten/		
<b>DATE SIGNED:</b>	05/27/2016		
<b>Total Attachments: 9</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
of JDCPhosphate, Inc. securing Agrifos 2016 Notes**

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 16, 2016 by and among:

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

**Agrifos Partners LLC**, a Delaware limited liability company (the "Secured Party").

**RECITALS**

A. The Secured Party has previously advanced to the Grantor, and has agreed in principal to make further advances to the Grantor, aggregating up to \$200,000, in each case pursuant to promissory notes in the principal amount so advanced (collectively, the "Agrifos 2016 Notes"). The Grantor's obligations to repay amounts under the Agrifos 2016 Notes are secured and to be secured by all of the assets of the Grantor pursuant to this Agreement and the General Security Agreement referred to below.

B. Pursuant to the terms of that certain Security Agreement, dated as of May 16, 2016, by the Grantor in favor of the Secured Party (the "General Security Agreement"), the Grantor has granted to the Secured Party 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 advances by the Secured Party to fund the Agrifos 2016 Notes, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with Secured Party as follows:

To secure its obligations under the Agrifos 2016 Notes (including, without limitation, all performance and payment obligations under the Agrifos 2016 Notes and any obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), Grantor grants and pledges to the Secured Party, 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, continuations-in-part thereof and all the goodwill associated therewith.

This security interest is granted in conjunction with the security interest granted to the Secured Party under the General Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the General Security Agreement and the Agrifos 2016 Notes, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein or in the General Security Agreement and the Agrifos 2016 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the General Security Agreement or the Agrifos 2016 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 Party, 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 Party's security interest in the Collateral shall continue until the payment in full and the satisfaction of all obligations set forth in the Agrifos 2016 Notes, whereupon such security interest shall automatically terminate and the Collateral shall be released. The Secured Party 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.

Until the payment in full and the satisfaction of all obligations set forth in the Agrifos 2016 Notes, the Grantor shall not sell, transfer, lease or otherwise dispose of any of its any of its intellectual property, including those set forth on Exhibits A, B and C, to any Person (including, for the avoidance of doubt, to any of its subsidiaries or affiliates) or attempt, offer or contract to do so.

The Grantor and the Secured Party acknowledge that the Collateral is subject to the following existing liens and security interests, as provided for in the General Security Agreement:

(a) Junior liens securing the Company's obligations under and with respect to the 2015 Bridge/Exchange Notes; and

(b) Senior liens securing the Company's obligations under and with respect to FOF Senior Obligations.

Any term of this Agreement may be amended or waived only with the written consent of the Secured Party. Any amendment or waiver so effected shall be binding upon the parties and their respective successors and assigns.

In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

This Agreement has been delivered in New York, New York, and shall be deemed to be a contract made under and governed by the internal laws of the state of New York, without regard to conflicts of law principles. The Grantor and Secured Party each hereby expressly and irrevocably submits to the exclusive jurisdiction of the Supreme Court of the state of New York for the county of New York and of the United States District Court of the Southern District of New York for the purpose of any litigation arising hereunder. The Grantor and Secured Party each further irrevocably consents to the service of process by registered mail, postage prepaid, or by personal service within or without the state of New York. The Grantor and Secured Party each hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such

litigation has been brought in an inconvenient forum. By its acceptance of this note the Grantor and Secured Party each hereby knowingly, voluntarily and intentionally waive any rights it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with, this note, or any course of conduct, course of dealing, statements (whether oral or written) or actions of the Grantor and Secured Party. The Grantor and Secured Party each acknowledges and agrees that it has received full and sufficient consideration for this provision and that this provision is a material inducement for the making of the loan evidenced hereby.

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.

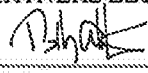
By:   
Theodore P. Fowler, President

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

Facsimile: 1-863-285-8504

**SECURED PARTY:**

AGRIFOS PARTNERS LLC

By:   
Name (print): Timothy Cotton  
Title: Vice Chairman

*(Signature Page to Intellectual Property Security Agreement.)*

EXHIBIT A

Copyrights

None

## EXHIBIT B

## US. PATENT CASES

Patent / Patent Appln No.	Title	Filed / Issued / Expires	Status	Assignee
60/577,286 19908.001US00	Process for phosphoric acid manufacture	Filed: June 4, 2004	Expired	NA
60/648,360 19908.002US00	KPA process	Filed: Jan. 28, 2005	Expired	NA
11/145,564 19908.001US01	Rotary kiln process for phosphoric acid manufacture	Filed: June 3, 2005	Abandoned	NA
11/330,034 19908.001US02	Rotary kiln process for phosphoric acid manufacture	Filed: Jan. 11, 2006	Abandoned	NA
11/818,115 19908.001US03 Pat. 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 19908.001US04	Phosphorous pentoxide producing Methods	Filed: May 22, 2008	Abandoned	JDCPhosphate, Inc.
12/186,413 19908.001US05 Pat. 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 19908.008US01 Pat. 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.
62/056,254 19908.009US00	Improved Process for Phosphorous Pentoxide Production	Filed: Sept. 26, 2014	Expired	NA
62/085,778 19908.009US01	Improved Process for Phosphorous Pentoxide Production	Filed: Dec. 01, 2014	Expired	NA
14/864,731 19908.009US02	Phosphorous Pentoxide Producing Methods and Systems with Increased Agglomerate Compression Strength	Filed: Sept 24, 2015	Pending	(In Process)

FOREIGN PATENT CASES

PCT/US05/19598 19908.001W001	Rotary Kiln Process for Phosphoric Acid Manufacture	Filed: July 18, 2005	Abandoned	NA
PCT/US07/13834 W/O/2008/153521 19908.004W 001	Phosphorous pentoxide producing Methods	Filed: June 13, 2007	Expired	JDCPhosphate, Inc.
(Australia) 2007354897 19908.004AU01 Grant: 2007354897	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Oct. 24, 2013 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
(Brazil) P10721729-3 19908.004BR01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Pending	JDCPhosphate, Inc. (In Process)
(Canada) 2689983 19908.004CA01 Grant: 2689983	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: May 20, 2014 Expires: June 13, 2027	Granted	JDCPhosphate, Inc.
(China) 200780053313.1 19908.004CN01 Grant: ZL 200780053313.1	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: July 24, 2013 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
(Egypt) PCT18052009 19908.004EG01 Grant: 26428	Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Oct 24, 2013 Expires: June 13, 2027	Granted	JDCPhosphate, Inc.
(Europe) 07796036.7 19908.004EP01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Published	JDCPhosphate, Inc.
(Israel) 202222 19908.004IL01 Grant: 202222	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: May 1, 2014 Expires: June 13, 2027	Granted	JDCPhosphate, Inc.
(Jordan) 496/2008 19908.004JO01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Pending	JDCPhosphate, Inc.
(Mexico) MX/a/2009/013101 19908.004MX01	Pentoxide Producing Methods	Filed: June 13, 2007	Pending	JDCPhosphate, Inc.
(Morocco) 32506 19908.004MA01 Grant: 31673	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Sept. 1, 2010 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
(Mozambique) Not Yet Assigned 19908.004MZ01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Abandoned	JDCPhosphate, Inc.



(Namibia) AP/P/2010/005479 19908.004NA01 AP 3422	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Sept 24, 2015 Expires: June 13, 2021	Granted	JDCPhosphate, Inc.
(Tunisia) TN2009/0502 19908.004TN01 Grant: 21250	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Sept. 20, 2011 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
PCT/US2012/066597 19908.008W/O01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov. 27, 2012	Expired	JDCPhosphate, Inc.
(Argentina) P120104462 19908.008AR01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov. 28, 2012	Published	JDCPhosphate, Inc.
(DR Congo) NP/055/Ex/2012 19908.008CD01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 26, 2012	Pending	JDCPhosphate, Inc.
(Iran) 13915014000306971 19908.008IR01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 21, 2012	Abandoned	JDCPhosphate, Inc.
(Iraq) 307/2012 19908.008IQ01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 27, 2012	Abandoned	JDCPhosphate, Inc.
(Lebanon) 9914 19908.008LB01 Grant: 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.
(Pakistan) 799/2012 19908.008PK01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 28, 2012	Pending	JDCPhosphate, Inc.
(Saudi Arabia) 112 34 0038 19908.008SA01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 27, 2012	Pending	JDCPhosphate, Inc.
(Venezuela) 2012-001527 19908.008VE01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov. 28, 2012	Pending	JDCPhosphate, Inc.
PCT/US15/52402 19908.009W/O02	Phosphorous Pentoxide Producing Methods and Systems with Increased Agglomerate Compression Strength	Filed: Sept 25, 2015	Pending	JDCPhosphate, Inc.

US. TRADEMARK CASES

Registration/Serial No.	Mark	Filed / Issued / Expires	Status	Applicant
85/712,638 19908,013USS50 Reg No.: 4560829	J-ROX	Filed: Aug 24, 2012 Registered: July 1, 2014	Registered	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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