

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTREPID POTASH, INC.		10/31/2016	Corporation: DELAWARE
INTREPID POTASH - MOAB, LLC		10/31/2016	Limited Liability Company: DELAWARE
INTREPID POTASH - NEW MEXICO, LLC		10/31/2016	Limited Liability Company: NEW MEXICO
INTREPID POTASH - WENDOVER, LLC.		10/31/2016	Limited Liability Company: COLORADO
203 E. FLORENCE, LLC		10/31/2016	Limited Liability Company: DELAWARE
MOAB GAS PIPELINE, LLC		10/31/2016	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, as administrative agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3988179	INTREPID	
Registration Number:	3302049	INTREPID	
Registration Number:	3294611	INTREPID POTASH	
Registration Number:	4417373	INTREPID POTASH	
Registration Number:	3750269	INTREPID TRIO	
Registration Number:	3929495	INTREPID TRIO	
Registration Number:	4689547	SUPER SOL 62	
Registration Number:	4189378	SUPPLYING A GROWING AMERICA	
Registration Number:	3847228	TRIO	
CORRESPONDENCE DATA			

OP \$240.00 3988179

Fax Number: 7037125240

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: 7037125361

Email: SCOTUGNO@MCGUIREWOODS.COM

Correspondent Name: SHANNON COTUGNO

Address Line 1: 1750 TYSONS BLVD

Address Line 2: SUITE 1800

Address Line 4: TYSONS, VIRGINIA 22102

NAME OF SUBMITTER:	Shannon Cotugno
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SIGNATURE:	/Shannon Cotugno/
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DATE SIGNED:	11/01/2016
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Total Attachments: 7

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 31, 2016, by each of the undersigned (the "Grantor"), in favor of BANK OF MONTREAL, in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor, along with certain other parties, has entered into a Pledge and Security Agreement, dated October 31, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

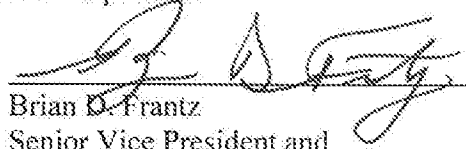
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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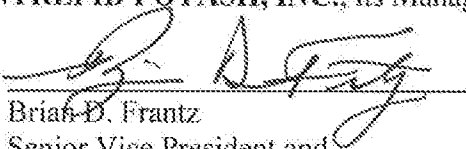
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

INTREPID POTASH, INC.,
a Delaware corporation

By: 
Name: Brian D. Frantz
Title: Senior Vice President and
Chief Accounting Officer

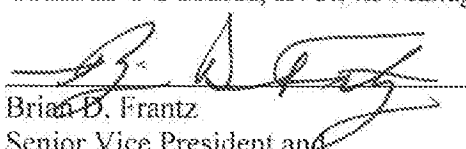
INTREPID POTASH -- MOAB, LLC,
a Delaware limited liability company

By: **INTREPID POTASH, INC.,** its Manager

By: 
Name: Brian D. Frantz
Title: Senior Vice President and
Chief Accounting Officer

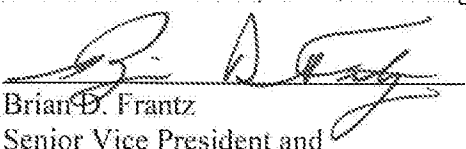
INTREPID POTASH--NEW MEXICO, LLC,
a New Mexico limited liability company

By: **INTREPID POTASH, INC.,** its Manager

By: 
Name: Brian D. Frantz
Title: Senior Vice President and
Chief Accounting Officer

INTREPID POTASH -- WENDOVER, LLC,
a Colorado limited liability company, as a Borrower

By: **INTREPID POTASH, INC.,** its Manager

By: 
Name: Brian D. Frantz
Title: Senior Vice President and
Chief Accounting Officer

[Signature Page to Trademark Security Agreement]

203 E. FLORENCE, LLC,
a Delaware limited liability company

By: **INTREPID POTASH, INC.,** its Manager

By: 

Name: Brian D. Frantz

Title: Senior Vice President and
Chief Accounting Officer

MOAB GAS PIPELINE, LLC,
a Colorado limited liability company

By: **INTREPID POTASH, INC.,** its Manager

By: 

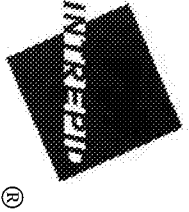
Name: Brian D. Frantz

Title: Senior Vice President and
Chief Accounting Officer

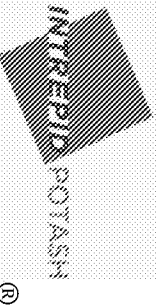
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SCHEDULE A TO GRANT OF A SECURITY INTEREST

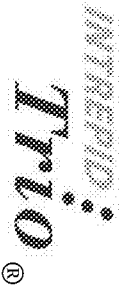
Trademark Registrations and Applications

UNITED STATES						
Mark	Serial No./ Reg. No.	Filing Date / Reg. Date	Class	Goods/Services	Status	Owner/Registrant
INTREPID®	Reg. No. 3,988,179	Reg. Date: 7/5/2011	1	Potash sold only in bulk; langbeinite products comprised of sulfate of potassium and magnesium sold only in bulk	REGISTERED Section 8/15 Combined Declaration of Use and Incontestability due 7/5/2017	Intrepid Potash, Inc.
	Reg. No. 3,302,049	Reg. Date: 10/2/2007	1	Minerals and mineral blends consisting primarily of potassium or salt for feed and industrial purposes	REGISTERED Section 8/9 Combined Declaration of Use and Application for Renewal due 10/2/2017	Intrepid Potash, Inc.

UNITED STATES

Mark	Serial No./ Reg. No.	Filing Date / Reg. Date	Class	Goods/Services	Status	Owner/Registrant
INTREPID POTASH®	Reg. No. 3,294,611	Reg. Date: 9/18/2007	1	Potash	REGISTERED Section 8/9 Combined Declaration of Use and Application for Renewal due 9/18/2017	Intrepid Potash, Inc.
	Reg. No. 4,417,373	Reg. Date: 10/15/2013	1	Potash sold only in bulk; langbeinite, namely, sulfate of potassium and magnesium sold only in bulk	REGISTERED Section 8/15 Combined Declaration of Use and Incontestability due 10/15/2019	Intrepid Potash, Inc.

UNITED STATES

Mark	Serial No./ Reg. No.	Filing Date / Reg. Date	Class	Goods/Services	Status	Owner/Registrant
INTREPID TRIO®	Reg. No. 3,750,269	Reg. Date: 2/16/2010	1	Langbeinite, namely sulfate of potassium and magnesium, sold only in bulk	REGISTERED Section 8/9 Combined Declaration of Use and Application for Renewal due 2/16/2020	Intrepid Potash, Inc.
	Reg. No. 3,929,495	Reg. Date: 3/8/2011	1	Sulfate of potassium magnesia	REGISTERED Section 8/9 Combined Declaration of Use and Application for Renewal due 3/8/2021	Intrepid Potash, Inc.
SUPER SOL 62®	Reg. No. 4,689,547	Reg. Date: 2/17/2015	1	Potash; agricultural preparations, namely, white potash; fertilizers for agricultural use; plant growth nutrients	REGISTERED Section 8/15 Combined Declaration of Use and Incontestability due 2/17/2021	Intrepid Potash, Inc.

UNITED STATES

Mark	Serial No./ Reg. No.	Filing Date / Reg. Date	Class	Goods/Services	Status	Owner/Registrant
SUPPLYING A GROWING AMERICA®	Reg. No. 4,189,378	Reg. Date: 8/14/2012	1	Potash sold only in bulk; langbeinite products comprised of sulfate of potassium and magnesium sold only in bulk	REGISTERED Section 8/15 Combined Declaration of Use and Incontestability due 8/14/2018	Intrepid Potash, Inc.
TRIO®	Reg. No. 3,847,228	Reg. Date: 9/14/2010	1	Sulfate of potassium magnesia	REGISTERED Section 8/9 Combined Declaration of Use and Application for Renewal due 9/14/2020	Intrepid Potash, Inc.