

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407011

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900385490

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Magco Incorporated		11/18/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	UMB Bank, N.A.
Street Address:	1010 Grand Boulevard
Internal Address:	6th Floor
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4217496	MR. MAGIC
Registration Number:	3800945	BREEDERS' PREFERRED
Registration Number:	3225902	CI-56
Registration Number:	2884566	CRYSTAL CLEAR WATER SOFTENER SALT
Registration Number:	3784198	EARTH GUARD
Registration Number:	3784200	EVERGREEN
Registration Number:	2579422	MELTS SMART
Registration Number:	3218429	MERLIN, MELTS LIKE MAGIC
Registration Number:	3869267	MONSTER MELT PREMIUM ICE MELT
Registration Number:	3026137	MR. MAGIC
Registration Number:	3271244	SAFER THAN SALT

CORRESPONDENCE DATA

Fax Number: 8164743216

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: 816-474-8100

Email: sfaction@spencerfane.com

Correspondent Name: Kyle L. Elliott
Address Line 1: 1000 Walnut Street
Address Line 2: Suite 1400
Address Line 4: Kansas City, MISSOURI 64106

ATTORNEY DOCKET NUMBER: 4321905-722/MAGCO

NAME OF SUBMITTER: Kyle L. Elliott

SIGNATURE: /kle/

DATE SIGNED: 11/30/2016

Total Attachments: 7

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GRANT OF SECURITY INTEREST
IN UNITED STATES MARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES MARKS, dated as of November 18, 2016 ("**Mark Security Interest**"), by MAGCO INCORPORATED, a New York corporation (the "**Grantor**"), is in favor of UMB Bank, N.A., located at 1010 Grand Boulevard, 6th Floor, Kansas City, Missouri 64106, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of November 18, 2016 (the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Mark Security Interest;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Mark Collateral. As collateral security for the full and complete payment and performance of all the Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the estate, right, title and interest of the Grantor in, to and under all of the following, or in which or to which the Grantor has any rights, in each case whether now existing or hereafter from time to time acquired by the Grantor (collectively, the "**Mark Collateral**," including, without limitation, the Mark Collateral listed on Schedule A attached hereto): (i) any registration or application for registration of any trademarks and service

marks, which are registered or filed in the PTO, including all renewals; (ii) the goodwill of the business symbolized thereby; (iii) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing Marks or unfair competition regarding the same; and (iv) all Proceeds and products of any and all of the foregoing; provided, that in no event shall the Mark Collateral include any Excluded Assets. For the avoidance of doubt, in no event shall the Mark Collateral include any intent-to-use trademark or service mark application filed in the PTO pursuant to 15 U.S.C. § 1051(b) unless and until a “Statement to Use” or “Amendment to Allege Use” with respect thereto is filed pursuant to 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), and accepted by the PTO, to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under, or would otherwise violate, applicable federal law.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Mark Security Interest is granted in conjunction with the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Mark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Mark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. After the Termination Date, this Mark Security Interest shall automatically terminate and the Collateral Agent, at the request and expense of the Grantor, (i) will promptly execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Mark Security Interest, (ii) will duly assign, transfer and deliver to the Grantor (without recourse and without any representation or warranty) such of the Mark Collateral as may be in the possession of the Collateral Agent and as has not theretofore been sold or otherwise applied or released pursuant to this Mark Security

Interest, and (iii) will take all other actions reasonably requested by the Grantor to evidence the satisfaction and termination of this Mark Security Interest.

SECTION 5. GOVERNING LAW. THIS MARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF MISSOURI. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS MARK SECURITY INTEREST OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF MISSOURI OR OF THE UNITED STATES FOR THE WESTERN DISTRICT OF MISSOURI LOCATED IN JACKSON COUNTY, AND, BY EXECUTION AND DELIVERY OF THIS MARK SECURITY INTEREST, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS.

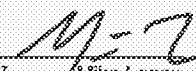
SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent pursuant to this Mark Security Interest and the Loan Documents (as defined therein) and the exercise of any right or remedy by the Collateral Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement, dated November 18, 2016, by and between: (i) Wells Fargo Bank, National Association, as Collateral Agent (and its successors and assigns), for the benefit of Secured Parties (as defined therein) and (ii) UMB Bank, N.A., as Credit Facility Agent (and its successors and assigns), for the benefit of the holders from time to time of the Credit Facility Claims (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this Mark Security Interest with respect to lien priority or rights and remedies in connection with the Common Collateral (as defined in the Intercreditor Agreement), the terms of the Intercreditor Agreement shall govern.

SECTION 7. Counterparts. This Mark Security Interest may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrowers and the Collateral Agent.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Mark Security Interest as the date first written above.

MAGCO INCORPORATED, as Grantor

By 
Name: Mike Leno
Title: Chief Financial Officer

UMB BANK, N.A.,
as Collateral Agent



By: _____

Name: Paul Williamson

Title: Senior Vice President

MARK COLLATERAL

Trademark	Registration Number	Registration Date	Owner
Mr. Magic 	4217496	10/2/2012	Magco Incorporated
Breeders' Preferred	3800945	6/8/2010	Magco Incorporated
CI-56	3225902	4/3/2007	Magco Incorporated
Crystal Clear Water Softener Salt 	2884566	9/14/2004	Magco Incorporated
Earth Guard 	3784198	5/4/2010	Magco Incorporated
Evergreen	3784200	5/4/2010	Magco Incorporated
Melts Smart	2579422	6/11/2002	Magco Incorporated
Merlin Melts Like Magic	3218429	3/13/2007	Magco Incorporated
Monster Melt Premium Ice Melt 	3869267	11/2/2010	Magco Incorporated
Mr. Magic 	3026137	12/13/2005	Magco Incorporated
Safer Than Salt	3271244	7/31/2007	Magco Incorporated