

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		05/15/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Innophos Nutrition, Inc.		
Street Address:	259 Prospect Plains Road		
Internal Address:	Building A		
City:	Cranbury		
State/Country:	NEW JERSEY		
Postal Code:	08512		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3990415	AMINOTEIN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212 446 4917		
Email:	trademarks@kirkland.com		
Correspondent Name:	Zara Ohiorhenuan		
Address Line 1:	601 Lexington Avenue		
Address Line 2:	c/o Kirkland & Ellis LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	41505-20- MWP		
NAME OF SUBMITTER:	Mary Parsons		
SIGNATURE:	/Mary Parsons/		
DATE SIGNED:	05/17/2017		
Total Attachments: 3			
source=Innophos Trademark Release (Execution Copy)#page1.tif			
source=Innophos Trademark Release (Execution Copy)#page2.tif			

CH \$40.00 3990415

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of May 15, 2017 (“Effective Date”) by Wells Fargo Bank, National Association (the “Administrative Agent”) in favor of Innophos Nutrition, Inc. (the “Obligor”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement or the Credit Agreement (as defined below).

WHEREAS, Obligor and the Administrative Agent entered into that certain Security Agreement by and between Obligor, the Administrative Agent and the Lender parties thereto dated December 22, 2016 (the “Security Agreement”), wherein Obligor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in and to the Trademarks;

WHEREAS, pursuant to the Security Agreement, that certain Grant of Security Interest in Trademarks dated December 22, 2016 (the “Trademark Security Agreement”) was entered into by Obligor and the Administrative Agent to record the security interest with respect to the Trademarks, including the item set forth on Schedule 1 hereto (the “Released Mark”) and was recorded with the United States Patent and Trademark Office on December 28, 2016, at Reel 5953, Frame 0917; and

WHEREAS, Obligor has assigned all of its right, title and interest in and to the Released Mark, as a permitted Disposition pursuant to that certain Credit Agreement by and between Obligor, the Administrative Agent and the Lender parties thereto, dated December 22, 2016 (the “Credit Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, on behalf of itself and each of the Lenders, (i) terminates and releases to Obligor the Administrative Agent’s and Lenders’ security interest and any and all other Liens in the Released Mark; (ii) re-assigns to Obligor any and all right, title and interest the Administrative Agent or any Lenders may have in, to or under the Released Mark, together with the goodwill of the business symbolized thereby; (iii) hereby agrees that it shall, and shall cause any Lender to, execute all other documents and do all other acts reasonably requested by Obligor to relinquish and effect the termination and release to Obligor of such security interest and any other Liens, and, if applicable, the re-assignment, of any such right, title or interest to Obligor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent’s and Lenders’ rights under the Security Agreement with respect to the Released Mark, including, without limitation, with respect to the goodwill of the business symbolized thereby.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of itself and the Lenders, has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: *Cristie Cicciello*
Name: *Cristie Cicciello*
Title: *Senior Vice President*

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006060 FRAME: 0694

Schedule 1

Trademark	Registration No.	Registration Date	Owner
AMINOTEIN	3,990,415	July 5, 2011	Innophos Nutrition, Inc.