

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cargill, Incorporated		01/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	US Salt, LLC		
Street Address:	10955 Lowell Ave., Suite #500		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2360246	RED CROSS	
Registration Number:	2383320		
Registration Number:	1283540	SALT SENSE	
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:	773-562-1456		
Email:	sarah@walkingtonlaw.com		
Correspondent Name:	Sarah M. Walkington		
Address Line 1:	26 S 3rd St. #545		
Address Line 4:	Geneva, ILLINOIS 60134		
NAME OF SUBMITTER:	Sarah M. Walkington		
SIGNATURE:	/Sarah M. Walkington/		
DATE SIGNED:	02/01/2018		
Total Attachments: 6			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

WHEREAS, CARGILL, INCORPORATED, a corporation organized under the laws of the state of Delaware (“**Assignor**”), located at 15407 McGinty Road West, Wayzata, Minnesota, 55391, is the record owner of certain rights, title and interest in and to the various trademarks (the “**Trademarks**”) as identified on Exhibit A hereto, the goodwill associated therewith, and the registrations for the Trademarks as reflected in the attached Exhibit A (the “**Registrations**”), and the domain names (“**Domain Names**”) as identified on Exhibit B hereto; and

WHEREAS Assignor has entered into an Asset Purchase and Sale Agreement with US Salt, LLC, a Delaware limited liability company (“**Assignee**”), with an address at 10955 Lowell Avenue, Suite #500, Overland Park, KS 66210, dated December 1, 2017;

WHEREAS, Assignor and Assignee desire to confirm Assignee’s acquisition of all rights of Assignor in and to the Trademarks and the goodwill associated therewith, the Registrations and the Domain Names;

WHEREAS, the assignment of the Trademarks and the Registrations shall be made of record by Assignee in all appropriate patent and trademark offices worldwide, as may be required by local law; and

WHEREAS, Assignor agrees that it will execute or arrange for execution by Assignor of such further assignment documents or other legal instruments as may be required to permit Assignee or its designee to obtain recordation of the assignment of the Trademarks and the Registrations from Assignor to Assignee or its designee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, free and clear of all liens and encumbrances, all of Assignor’s right, title and interest in and to the Trademarks, Domain Names and the Registrations, together with the goodwill of the business symbolized by the Trademarks, Domain Names and the Registrations, as well as all rights to damages and profits, due or accrued, arising out of past, present and future infringements, dilutions, misappropriations or cybersquatting of the Trademarks, Domain Names and the Registrations, and the right to sue and recover for the same in all countries of the world.

NOW, THEREFORE, Assignor hereby agrees to execute or arrange for execution all further assignment documents or other legal instruments and do all reasonable lawful acts (including, without limitation, delivering or providing to Assignee all authorization codes or other passwords necessary to unlock the Domain Names with the applicable registrar and transfer ownership and control of the Domain Names to Assignee), necessary to effect and record the assignment of each and every Trademark, Domain Name and the Registrations from Assignor to Assignee, without further compensation. Assignor hereby authorizes and requests the officials of all countries in which the Trademarks, Domain Names and the Registrations are now issued to grant to Assignee all of Assignor’s entire

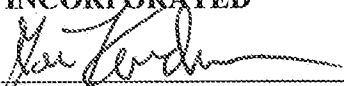
right, title and interest in and to the same for the sole use and enjoyment of Assignee, its successors and assigns.

NOW, THEREFORE, This Trademark and Domain Name Assignment may be executed in any number of 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.

IN WITNESS WHEREOF, the parties have caused this Trademark and Domain Name Assignment to be signed by their duly authorized officers or other representatives, effective as of January 31, 2018.

[SIGNATURES ON FOLLOWING PAGE]

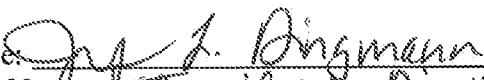
CARGILL, INCORPORATED

By: 
Name: Lee Knudson
Title: Vice President, Cargill Salt

ACKNOWLEDGEMENT

Before the undersigned authority duly empowered to administer oaths personally appeared the individual identified above who, after being duly sworn, attested that he/she is the authorized representative of the party identified above, and that he/she signed the foregoing instrument with full authority to do so on behalf of such party.

This 29 day of January, 2018.

Name: 
Print Name: Jennifer E. Dingmann
Title: Senior Paralegal, Cargill, Incorporated

US SALT , LLC

By: _____
Name: Mitchell Dascher
Title: President

ACKNOWLEDGEMENT

Before the undersigned authority duly empowered to administer oaths personally appeared the individual identified above who, after being duly sworn, attested that he/she is the authorized representative of the party identified above, and that he/she signed the foregoing instrument with full authority to do so on behalf of such party.

This ____ day of January, 2018.

Name: _____
Print Name: _____
Title: _____

[Signature page to Trademark Assignment]

CARGILL, INCORPORATED

By: _____
Name: Lee Knudson
Title: Vice President, Cargill Salt

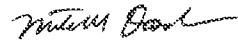
ACKNOWLEDGEMENT

Before the undersigned authority duly empowered to administer oaths personally appeared the individual identified above who, after being duly sworn, attested that he/she is the authorized representative of the party identified above, and that he/she signed the foregoing instrument with full authority to do so on behalf of such party.

This ____ day of January, 2018.

Name: _____
Print Name: _____
Title: _____

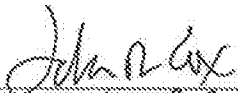
US SALT, LLC

By: 
Name: Mitchell Dascher
Title: President

ACKNOWLEDGEMENT

Before the undersigned authority duly empowered to administer oaths personally appeared the individual identified above who, after being duly sworn, attested that he/she is the authorized representative of the party identified above, and that he/she signed the foregoing instrument with full authority to do so on behalf of such party.

This 31st day of January, 2018.

Name: 
Print Name: John R Cox
Title: Chief Administrative Officer

[Signature page to Trademark Assignment]

Exhibit A to Trademark and Domain Name Assignment (CARGILL, INCORPORATED)


MARK	CLASS	COUNTRY	STATUS	APPLICATION #	REGISTRATION #	IMAGE
Red Cross	30	United States of America	Registered	75779218	2360246	
Design Only	30	United States of America	Registered	75834204	2383320	
Salt Sense		Canada	Registered	505780	300603	
Salt Sense	30	United States of America	Registered	73412919	1283540	

Exhibit B to Trademark and Domain Name Assignment (CARGILL, INCORPORATED)

- saltsense.asia
- saltsense.biz
- saltsense.com
- saltsense.eu
- saltsense.info
- saltsense.net
- saltsense.org