

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561297

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (TL)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantra Z, Inc.		02/07/2020	Corporation: NEW JERSEY
Innophos, Inc.		02/07/2020	Corporation: DELAWARE
Innophos, LLC		02/07/2020	Limited Liability Company: NEW JERSEY

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral agent
Street Address:	20 King Street West
Internal Address:	4th Flr.
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 99

Property Type	Number	Word Mark
Registration Number:	5281573	INGREDIENTS FOR LIFE
Registration Number:	3189754	INNOPHOS
Registration Number:	3154564	INNOPHOS
Registration Number:	0742736	ACTIF-8
Registration Number:	3010254	AJAX
Registration Number:	0804945	B. P. PYRO
Registration Number:	1504464	BAC-N-FOS
Registration Number:	0741126	BL-60
Registration Number:	3029947	CAL-RISE
Registration Number:	3086762	CURAFOS
Registration Number:	3035176	CURAVIS
Registration Number:	0799003	DONUT PYRO
Registration Number:	2969254	EXPANDIA
Registration Number:	0745913	KENA
Registration Number:	3035315	LEMOFOS
Registration Number:	3153436	LEVAIR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3032089	LEVAIR
Registration Number:	0770181	PERFECTION
Registration Number:	1835088	REGENT 12XX
Registration Number:	1180713	REGENT 12XX
Registration Number:	1856872	SAPP # 4
Registration Number:	4225934	SUPERBIND
Registration Number:	0843377	TATERFOS
Registration Number:	5041319	TEXTUR-BIND
Registration Number:	4211275	TEXTUR-MELT
Registration Number:	2352583	TEXTUR-RISE
Registration Number:	5041320	TEXTUR-SURE
Registration Number:	1410020	TRI-CAL WG
Registration Number:	2862995	VERSACAL
Registration Number:	2132612	VICTOR
Registration Number:	0538829	VICTOR
Registration Number:	0799694	VICTOR CREAM
Registration Number:	1831470	VITRAFOS
Registration Number:	0593493	VITRAFOS
Registration Number:	1967070	A-TAB
Registration Number:	3562068	CALIPHARM
Registration Number:	1136529	DI-TAB
Registration Number:	4902373	NUTRA-TAB
Registration Number:	1256467	TRI-TAB
Registration Number:	4444708	AMINOGEN-PRO 85
Registration Number:	2798062	ECOFLOLIN
Registration Number:	2292970	FOOD POTENTIATOR
Registration Number:	3700338	WELLBERRY
Registration Number:	2307643	ACTIVESSENCE
Registration Number:	2531779	ALPHASTAT
Registration Number:	2211064	ADVANTRA Z
Registration Number:	4728131	ALLERGUARD EXPRESS
Registration Number:	1816343	AMINOGEN
Registration Number:	2404569	BETTER PRODUCTS, BETTER IDEAS
Registration Number:	2171838	BIOKEY
Registration Number:	4440660	BONE OPTIMA
Registration Number:	1820411	CARBOGEN
Registration Number:	5051182	CERA-Q
Registration Number:	5820144	CHELAMAX

Property Type	Number	Word Mark
Registration Number:	2543274	CRANBUMYCIN
Registration Number:	5224165	CRAN-RED
Registration Number:	5141739	CRANSMART
Registration Number:	2386179	CRUCIFEREX
Registration Number:	2583448	
Registration Number:	2527844	DESIGNED BY NATURE DEFINED BY SCIENCE
Registration Number:	2520426	DISCRETION
Registration Number:	2830352	ENERGY WITHOUT THE EDGINESS
Registration Number:	3023600	ESSENTRA
Registration Number:	2061902	FINGERPRINT
Registration Number:	4629696	GCR-50
Registration Number:	2333449	INTERACTIVE
Registration Number:	4560577	K-PURE
Registration Number:	5145993	LEGUMASE
Registration Number:	2365109	LIMONEX
Registration Number:	2491367	MAITAKEGOLD
Registration Number:	2582246	MAITAKEGOLD 404
Registration Number:	2735436	METABROMINE
Registration Number:	3017930	MYCOFUSIONS
Registration Number:	3555015	MYTOSTERONE
Registration Number:	4813548	NATRAXANTHIN
Registration Number:	5125311	NOVEL INGREDIENTS
Registration Number:	2592119	NOW AND THEN
Registration Number:	3156169	NUTRAGENESIS
Registration Number:	2911548	OPTINUTRIN
Registration Number:	4657309	ORISSETT
Registration Number:	5381709	PHYSICOR
Registration Number:	2738751	PHYTAVAIL
Registration Number:	2375849	POLYIDS
Registration Number:	2532336	QUANTIFIED PROFILE EXTRACTS
Registration Number:	2443167	READY-TO-RUN
Registration Number:	4081217	RESETTIN
Registration Number:	3787883	SENDARA
Registration Number:	3800039	SENSARA
Registration Number:	3842199	SYNETRIM
Registration Number:	2707865	THE FILLER WITH FUNCTION
Registration Number:	2409063	THE MORE YOU USE, THE MORE YOU LOSE
Registration Number:	4507138	UT-PRO

Property Type	Number	Word Mark
Registration Number:	2446735	VEGETASE
Registration Number:	2650193	WE IMPROVE THE PRODUCTS THAT IMPROVE YOU
Registration Number:	5586526	WELLBODY
Registration Number:	4936946	WELLBODY 365
Registration Number:	4202660	WELLTRIM
Registration Number:	2918437	INNOVALT
Registration Number:	4664584	L-VIS

CORRESPONDENCE DATA

Fax Number: 2147467777
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: 2147467700
Email: juan.arias@weil.com
Correspondent Name: Richard Riles
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 200 Crescent Court, Suite 300
Address Line 4: Dallas, TEXAS 75201-6950

ATTORNEY DOCKET NUMBER:	Richard Riles -41286.0055
NAME OF SUBMITTER:	Richard Riles
SIGNATURE:	/Richard Riles/
DATE SIGNED:	02/07/2020

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 7, 2020 (this “**Agreement**”), by and among Advantra Z, Inc., a New Jersey corporation, Innophos, Inc., a Delaware corporation, Innophos, LLC, a New Jersey limited liability company (each a “**Grantor**” and, collectively, the “**Grantors**”), and Royal Bank of Canada as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) that certain Term Loan Credit Agreement, dated as of February 7, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Holdings, the Borrower, the Lenders from time to time party thereto, Royal Bank of Canada as Administrative Agent and as Collateral Agent thereunder, the Lenders party thereto and the various other parties thereto and (b) that certain U.S. Security Agreement, dated as of February 7, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**U.S. Security Agreement**”), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit and other financial accommodations to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guaranty. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to continue to extend credit and make financial accommodations and as consideration for such extensions of credit and financial accommodations previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the U.S. Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to and in accordance with the U.S. Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under any Trademarks (including all goodwill associated therewith or symbolized thereby) now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. U.S. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when

taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law; Jurisdiction; Jury Trial. Sections 6.08 and 6.09 shall apply to this Agreement as if fully set forth herein, *mutatis mutandis*.


SECTION 6. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of Page Intentionally Blank]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

ADVANTRA Z, INC.
INNOPHOS, INC.
INNOPHOS, LLC

By: 
Name: Richard Hooper
Title: President and Chief Executive Officer

ROYAL BANK OF CANADA, as Collateral Agent


By: 
Name: Malena Sadiowski
Title: Manager, Agency

[Signature Page to Trademark Security Agreement (TL)]

Schedule I
to Trademark Security Agreement

(see attached)

Note: Novel Ingredient Services, LLC is now known as Innophos, LLC.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Record Owner</u>
INGREDIENTS FOR LIFE	US	86359529 8/6/2014	5281573 9/5/2017	Innophos, Inc.
INNOPHOS Design 	US	76605086 7/30/2004	3189754 12/26/2006	Innophos, Inc.
INNOPHOS	US	76602106 6/12/2004	3154564 10/10/2006	Innophos, Inc.


<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Record Owner</u>
ACTIF-8 Design 	US	72142060 4/11/1962	0742736 12/25/1962	Innophos, Inc.
AJAX	US	76597566 6/14/2004	3010254 11/1/2005	Innophos, Inc.
B.P. PYRO	US	72211938 2/12/1965	0804945 3/8/1966	Innophos, Inc.
BAC-N-FOS	US	73698834 12/3/1987	1504464 9/20/1988	Innophos, Inc.
BL-60	US	72112329 1/23/1961	0741126 11/27/1962	Innophos, Inc.
CAL-RISE	US	76602101 7/12/2004	3029947 12/13/2005	Innophos, Inc.
CURAFOS Design 	US	78592561 3/22/2005	3086762 4/25/2006	Innophos, Inc.
CURAVIS	US	78501186 10/18/2004	3035176 12/27/2005	Innophos, Inc.
DONUT PYRO	US	72212069 2/15/1965	0799003 11/23/1965	Innophos, Inc.
EXPANDIA	US	76535875 7/25/2003	2969254 7/19/2005	Innophos, Inc.
KENA Stylized 	US	72116818 3/30/1961	0745913 2/26/1963	Innophos, Inc.
LEMOFOS	US	78507178 10/28/2004	3035315 12/27/2005	Innophos, Inc.
LEVAIR Design 	US	78678704 7/26/2005	3153436 10/10/2006	Innophos, Inc.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Record Owner</u>
LEVAIR	US	78507589 10/28/2004	3032089 12/20/2005	Innophos, Inc.
PERFECTION	US	72162034 2/4/1963	0770181 5/26/1964	Innophos, Inc.
REGENT 12XX	US	74416103 3/15/1993	1835088 5/10/1994	Innophos, Inc.
	US	73211194 4/11/1979	1180713 12/8/1981	Innophos, Inc.
SAPP #4	US	74346676 1/8/1993	1856872 10/4/1994	Innophos, Inc.
SUPERBIND	US	77654006 1/21/2009	4225934 10/16/2012	Innophos, Inc.
TATERFOS	US	72268452 4/6/1967	0843377 1/30/1968	Innophos, Inc.
TEXTUR-BIND	US	85731175 9/17/2012	5041319 9/13/2016	Innophos, Inc.
TEXTUR-MELT	US	85363780 7/6/2011	4211275 9/18/2012	Innophos, Inc.
TEXTUR-RISE	US	75481840 5/8/1998	2352583 5/23/2000	Innophos, Inc.
TEXTUR-SURE	US	85731180 9/17/2012	5041320 9/13/2016	Innophos, Inc.
TRI-CAL WG	US	73578022 1/15/1986	1410020 9/23/1986	Innophos, Inc.
VERSACAL	US	75786149 8/28/1999	2862995 7/13/2004	Innophos, Inc.
VICTOR	US	75241524 2/13/1997	2132612 1/27/1998	Innophos, Inc.
VICTOR Stylized VICTOR	US	71528540 7/12/1947	0538829 3/6/1951	Innophos, Inc.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Record Owner</u>
VICTOR CREAM	US	72212149 2/16/1965	0799694 12/7/1965	Innophos, Inc.
VITRAFOS	US	74389604 5/12/1993	1831470 4/19/1994	Innophos, Inc.
VITRAFOS Stylized VITRAFOS	US	71654937 10/16/1953	0593493 8/10/1954	Innophos, Inc.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Record Owner</u>
A-TAB	US	74687971 6/7/1995	1967070 4/9/1996	Innophos, Inc.
CALIPHARM	US	77275026 9/9/2007	3562068 1/13/2009	Innophos, Inc.
DI-TAB	US	73194550 11/24/1978	1136529 6/3/1980	Innophos, Inc.
NUTRA-TAB	US	86173865 1/23/2014	4902373 2/16/2016	Innophos, Inc.
TRI-CAL WG	US	73578022 1/15/1986	1410020 9/23/1986	Innophos, Inc.
TRI-TAB	US	73336999 11/12/1981	1256467 11/8/1983	Innophos, Inc.
AMINOGEN-PRO 85	US	85667667 7/3/2012	4444708 12/3/2013	Innophos, Inc.
ECOFLOLIN	US	75823730 10/15/1999	2798062 12/23/2003	Innophos, LLC
FOOD POTENTIATOR	US	74721252 8/28/1995	2292970 11/16/1999	Innophos Nutrition, Inc.
WELLBERRY	US	77977940 6/19/2008	3700338 10/20/2009	Novel Ingredient Services, LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Record Owner</u>
ACTIVESENSE	US	74475229 12/29/1993	2307643 1/11/2000	Innophos, LLC
ALPHASTAT	US	76157939 11/2/2000	2531779 2/22/2002	Innophos, LLC
ADVANTRA Z	US	75391411 11/17/1997	2211064 12/15/1998	Advantra Z, Inc.
ALLERGUARD EXPRESS	US	85867212 3/5/2013	4728131 4/28/2015	Innophos, LLC
AMINOGEN	US	74301975 8/7/1992	1816343 1/11/1994	Innophos, LLC
BETTER PRODUCTS, BETTER IDEAS	US	75464554 4/8/1998	2404569 1/14/2000	Innophos, LLC
BIOKEY	US	75183116 9/30/1996	2171838 7/7/1998	Innophos, LLC
BONE OPTIMA	US	85381466 7/26/2012	4440660 11/26/2013	Innophos, LLC
CARBOGEN	US	74301974 8/7/1992	1820411 2/8/1994	Innophos, LLC
CERA-Q	US	86760314 9/17/2015	5051182 11/27/2016	Innophos, LLC
CHELAMAX	US	88243040 12/27/2018	5820144 7/30/2019	Innophos, Inc.
CRANBUMYCIN	US	75618156 1/11/1999	2543274 2/26/2002	Innophos, LLC
CRAN-RED	US	86923395 2/29/2016	5224165 6/13/2017	Innophos, LLC
CRANSMART	US	87100532 7/12/2016	5141739 11/29/2016	Innophos, LLC
CRUCIFEREX	US	75483986 5/12/1998	2386179 9/12/2000	Innophos, LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Record Owner</u>
DESIGN 	US	76081021 6/29/2000	2583448 6/18/2002	Innophos, LLC
DESIGNED BY NATURE DEFINED BY SCIENCE	US	75492353 5/28/1998	2527844 1/8/2002	Innophos, LLC
DISCRETION	US	75318472 7/2/1997	2520426 10/18/2001	Innophos, LLC
ENERGY WITHOUT THE EDGINESS	US	76150578 10/20/2000	2830352 4/6/2004	Innophos, LLC
ESSENTRA	US	78505429 10/25/2004	3023600 12/6/2005	Innophos, LLC
FINGERPRINT	US	74624790 1/23/1995	2061902 5/13/1997	Innophos, LLC
GCR-50	US	86050530 8/28/2013	4629696 10/28/2014	Novel Ingredient Services, LLC
INTERACTIVE	US	75049885 1/29/1996	2333449 3/21/2000	Innophos, LLC
K-PURE	US	85171900 11/8/2010	4560577 7/1/2014	Innophos, LLC
LEGUMASE	US	87100626 7/12/2016	5145993 2/21/2017	Innophos, LLC
LIMONEX	US	75478763 5/5/1998	2365109 7/4/2000	Innophos, LLC
MAITAKEGOLD	US	75823731 10/15/1999	2491367 9/18/2001	Innophos, LLC
MAITAKEGOLD 404	US	76330984 10/29/2001	2582246 6/18/2002	Innophos, LLC
METABROMINE	US	76325187 10/16/2001	2735436 7/8/2003	Innophos, LLC
MYCOFUSIONS	US	78490061 9/27/2004	3017930 11/22/2005	Innophos, LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Record Owner</u>
MYTOSTERONE	US	77330660 11/15/2007	3555015 12/30/2008	Innophos, LLC
NATRAXANTHIN	US	86130211 11/26/2013	4813548 9/15/2015	Innophos, LLC
NOVEL INGREDIENTS	US	86740683 8/28/2015	5125311 1/17/2017	Innophos, LLC
NOW AND THEN	US	75734499 6/23/1999	2592119 7/9/2002	Innophos, LLC
NUTRAGENESIS	US	78459793 7/30/2004	3156169 10/17/2006	Innophos, LLC
OPTINUTRIN	US	76530418 7/9/2003	2911548 12/14/2004	Innophos, LLC
ORISSETT	US	86060737 9/10/2013	4657309 12/16/2014	Innophos, LLC
PHYSICOR	US	87173489 9/16/2016	5381709 1/16/2018	Innophos, LLC
PHYTAVAIL	US	76379086 3/6/2002	2738751 7/18/2003	Innophos, LLC
POLYIDS	US	75483988 5/12/1998	2375849 8/8/2000	Innophos, LLC
QUANTIFIED PROFILE EXTRACTS	US	75271875 4/9/1997	2532336 1/22/2002	Innophos, LLC
READY-TO-RUN	US	75584572 11/6/1998	2443167 4/10/2001	Innophos, LLC
RESETTIN	US	85196604 12/13/2010	4081217 1/2/2012	Innophos, LLC
SENDARA	US	77392630 2/8/2008	3787883 5/11/2010	Innophos, LLC
SENSARA	US	77392632 2/8/2008	3800039 6/8/2010	Innophos, LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Record Owner</u>
SYNETRIM	US	77578906 9/25/2008	3842199 8/31/2010	Innophos, LLC
THE FILLER WITH FUNCTION	US	76321862 10/9/2001	2707865 4/15/2003	Innophos, LLC
THE MORE YOU USE, THE MORE YOU LOSE	US	75416395 1/12/1998	2409063 11/28/2000	Innophos, LLC
UT-PRO	US	85805542 12/18/2012	4507138 4/1/2014	Novel Ingredient Services, LLC
VEGETASE	US	75493987 5/12/1998	2446735 4/24/2001	Innophos, LLC
WE IMPROVE THE PRODUCTS THAT IMPROVE YOUR BRANDS	US	76084431 7/10/2000	2650193 11/11/2002	Innophos, LLC
WELLBODY	US	86604034 4/21/2015	5586526 10/16/2018	Innophos, LLC
WELLBODY 365	US	85019376 4/21/2010	4936946 4/12/2016	Innophos, LLC
WELLTRIM	US	77650839 1/16/2009	4202660 9/4/2012	Innophos, LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Record Owner</u>
INNOVALT	US	76496277 3/10/2003	2918437 1/18/2005	Innophos, Inc.
L-VIS	US	86067476 9/17/2013	4664584 12/30/2014	Innophos, Inc.