

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Pledge and Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Salt, LLC		03/16/2020	Limited Liability Company: DELAWARE
Central Salt, L.L.C.		03/16/2020	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1300 Thames St., 4th FL.
Internal Address:	Thames St. Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1375352	RESINGARD
Registration Number:	3872205	TNA-5
Registration Number:	0901665	TX-10
Registration Number:	2360246	RED CROSS
Registration Number:	2383320	
Registration Number:	1283540	SALT SENSE
Registration Number:	4337424	LET'S TALK SALT
Registration Number:	4245500	
Registration Number:	5812731	PROSLICER
Registration Number:	3969915	CENTRAL SALT
Registration Number:	3777694	SNOWSLICER
Registration Number:	3716282	MEGA MELT

CORRESPONDENCE DATA

Fax Number: 8009144240

TRADEMARK

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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/16/2020

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. US Salt, LLC
- 2. Central Salt, L.L.C.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC-DE; 2. LLC-MO

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 16, 2020

- Assignment
- Security Agreement
- Other First Lien Pledge and Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Morgan Stanley Senior Funding, Inc.

Street Address: 1300 Thames St., 4th Fl., Thames St. Wharf

City: Baltimore

State: MD

Country: USA Zip: 21231

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal
Internal Address: _____
Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3365
Docket Number: _____
Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____
Authorized User Name _____

9. Signature: Elaine Carrera
Signature

March 16, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 16, 2020, by and among US Salt, LLC and Central Salt, L.L.C. (each, a “Grantor”), and **MORGAN STANLEY SENIOR FUNDING, INC.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to a First Lien Pledge and Security Agreement, dated as of March 16, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Hedge Banks to enter into the Secured Hedge Agreements and the Cash Management Banks to enter into the Secured Cash Management Agreements and provide financial accommodations, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of each Grantor:

- (a) Trademarks of each Grantor listed in Schedule I attached hereto constituting Collateral;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement (without recourse or warranty of any kind, either express or implied).

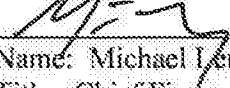
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

US SALT, LLC
CENTRAL SALT, L.L.C.


By: 
Name: Michael Lenox
Title: Chief Financial Officer and Senior Vice
President

[Signature Page to Royal Trademark Security Agreement]

TRADEMARK
REEL: 006892 FRAME: 0577

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent


By: 
Name: Chance Moreland
Title: Authorized Signatory

[Signature Page to Royal Trademark Security Agreement]

TRADEMARK
REEL: 006892 FRAME: 0578

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Registration No.</u>	<u>Owner</u>
RESINGARD	1375352	US Salt, LLC
TNA-5	3872205	US Salt, LLC
TX-10	0901665	US Salt, LLC
RED CROSS	2360246	US Salt, LLC
	2383320	US Salt, LLC
SALT SENSE	1283540	US Salt, LLC
LET'S TALK SALT	4337424	Central Salt, L.L.C.
CENTRAL SALT LOGO 	4245500	Central Salt, L.L.C.
PROSLICER	5812731	Central Salt, L.L.C.
CENTRAL SALT	3969915	Central Salt, L.L.C.

<u>Trademark</u>	<u>Registration No.</u>	<u>Owner</u>
SNOWSLICER	3777694	Central Salt, L.L.C.
MEGA MELT	3716282	Central Salt, L.L.C.
SALT SENSE	TMA300603 ¹	US Salt, LLC
RESINGARD	TMA319979 ²	US Salt, LLC

¹ Registered in Canada

² Registered in Canada