

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morton Salt, Inc.		04/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1300 Thames St.		
Internal Address:	4th Fl., Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	0248268	999	
Registration Number:	3722327	ACTION MELT	
Registration Number:	0860258	AGRI-FLO	
Registration Number:	2488549	ARCTIC THAW	
Registration Number:	2008054	WHEN IT RAINS IT POURS MORTON	
Registration Number:	3231212	BLIZZARD WIZARD	
Registration Number:	5763992	BOOT THE BOOT	
Registration Number:	3095512	CFORCE	
Registration Number:	5282948	CLEAN AND PROTECT	
Registration Number:	0860654	CULINOX	
Registration Number:	4962862		
Registration Number:	0903706		
Registration Number:	0878791	FARM AND RANCH	
Registration Number:	5282951	IMPROVING THE QUALITY OF WATER	
Registration Number:	2720574	INTERNATIONAL SALT COMPANY, LLC	
Registration Number:	0880105	IOFIXT	
Registration Number:	1703567		
Registration Number:	2827896	MORTON	

OP \$1715.00 0248268

Property Type	Number	Word Mark
Registration Number:	3722333	MORTON
Registration Number:	1406957	MORTON
Registration Number:	1391000	MORTON
Registration Number:	3062506	MORTON
Registration Number:	1400005	MORTON
Registration Number:	0890999	MORTON
Registration Number:	0916019	MORTON
Registration Number:	1097922	MORTON
Registration Number:	1746762	MORTON
Registration Number:	0509884	MORTON
Registration Number:	5829972	MORTON
Registration Number:	6201281	MORTON
Registration Number:	0921236	MORTON LITE SALT
Registration Number:	5487324	MORTON NEXT DOOR CHEF
Registration Number:	0964313	NATURE'S SEASONS
Registration Number:	3664893	PROFESSIONAL'S CHOICE
Registration Number:	5282947	PURE AND NATURAL
Registration Number:	5028161	PURESUN
Registration Number:	0187453	PUREX
Registration Number:	5320735	RUST DEFENSE
Registration Number:	0938412	RUST RAZE
Registration Number:	0932704	RUST-ROUT
Registration Number:	3999302	SAFE-T-PET
Registration Number:	3999301	SAFE-T-PET
Registration Number:	3655419	SAFE-T-POWER
Registration Number:	1411910	SAFE-T-SALT
Registration Number:	0986714	
Registration Number:	0824532	SEASON-ALL
Registration Number:	0895142	STAR FLAKE
Registration Number:	1667770	STAR FLAKE
Registration Number:	2556389	SUN CRYSTALS
Registration Number:	1327774	SYSTEM SAVER
Registration Number:	2899639	SYSTEM SAVER
Registration Number:	0512037	TENDER QUICK
Registration Number:	1474389	T-M PLUS 4
Registration Number:	0880974	T-M
Registration Number:	1904021	
Registration Number:	2998266	

Property Type	Number	Word Mark
Registration Number:	2203043	
Registration Number:	0511639	
Registration Number:	0875298	
Registration Number:	6201280	
Registration Number:	5829962	
Registration Number:	5948030	
Registration Number:	3722334	
Registration Number:	2935488	VALU-SOFT
Registration Number:	6142228	WAVES
Registration Number:	1405171	WHEN IT RAINS IT POURS
Registration Number:	5852622	WHEN IT RAINS IT POURS
Registration Number:	0880721	WHITE CRYSTAL

CORRESPONDENCE DATA

Fax Number: 8009144240
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: james.murray@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:	05/03/2021

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of April 30, 2021, by and between **MORTON SALT, INC.**, a Delaware corporation (“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, 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 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, 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. 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 Grantor:

- (a) Trademarks of 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 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 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, 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.

MORTON SALT, INC.

By: 
Name: Mark Demetree
Title: Chief Executive Officer

[Signature Page to Pearl Trademark Security Agreement]

TRADEMARK
REEL: 007277 FRAME: 0607

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: _____

Name: Chance Moreland



Title: Authorized Signatory



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007277 FRAME: 0608




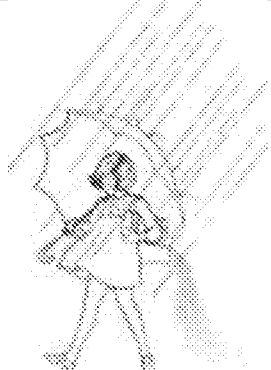

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS







UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner	Trademark	Country	Application Number and Filing Date	Registration Number and Date
Morton Salt, Inc.	999	USA	71/267663 07-JUN-1928	0248268 16-OCT-1928
Morton Salt, Inc.	999	PUERTO RICO	22-APR-1970	16621 10-SEP -1970
Morton Salt, Inc.	ACTION MELT	USA	77/757535 11-JUN-2009	3722327 08-DEC-2009
Morton Salt, Inc.	AGRI-FLO	USA	72/299409 31-MAY-1968	0860258 12-NOV-1968
Morton Salt, Inc.	ARCTIC THAW	USA	75/713608 25-MAY-1999	2488549 11-SEP-2001
Morton Salt, Inc.	Bag Package Design 	USA	74/723388 31-AUG-1995	2008054 15-OCT-1996
Morton Salt, Inc.	BLIZZARD WIZARD	USA	78/643997 06-JUN-2005	3231212 17-APR-2007
Morton Salt, Inc.	BOOT THE BOOT	USA	87/292238 06-JAN-2017	5763992 28-MAY-2019
Morton Salt, Inc.	CFORCE	USA	78/643992 06-JUN-2005	3095512 23-MAY 2006
Morton Salt, Inc.	CLEAN AND PROTECT	USA	87/179475 22-SEP-2016	5282948 05-SEP-2017
Morton Salt, Inc.	CULINOX	USA	72/293202 14-MAR-1968	0860654 19-NOV-1968
Morton Salt, Inc.		USA	86/672683 24-JUN-2015	4962862 24-MAY-2016

Owner	Trademark	Country	Application Number and Filing Date	Registration Number and Date
Morton Salt, Inc.	 Droplet design	USA	72/345539 08-DEC-1969	0903706 08-DEC-1970
Morton Salt, Inc.	FARM AND RANCH	USA	72/286545 08-DEC-1967	0878791 14-OCT-1969
Morton Salt, Inc.	IMPROVING THE QUALITY OF WATER	USA	87/189740 30-SEP-2016	5282951 05-SEP-2017
Morton Salt, Inc.	INTERNATIONAL SALT COMPANY, LLC	USA	76/287145 19-JUL-2001	2720574 03-JUN-2003
Morton Salt, Inc.	IOFIXT	USA	72/316055 08-JAN-1969	0880105 04-NOV-1969
Morton Salt, Inc.	IVORY SALT	PUERTO RICO	1688 24-MAY-1924	1688 24-MAY-1924
Morton Salt, Inc.	 Meat design	USA	74/203452 06-SEP-1991	1703567 28-JUL-1992
Morton Salt, Inc.	MORTON	USA	78/203057 14-JAN-2003	2827896 30-MAR-2004
Morton Salt, Inc.	MORTON	USA	77/759470 15-JUN-2009	3722333 08-DEC-2009
Morton Salt, Inc.	MORTON	USA	73/544882 24-JUN-1985	1406957 26-AUG-1986
Morton Salt, Inc.	MORTON	USA	73/498391 07-SEP-1984	1391000 22-APR-1986
Morton Salt, Inc.	MORTON	USA	78/467136 13-AUG-2004	3062506 28-FEB-2006
Morton Salt, Inc.	MORTON	USA	73/565686 28-OCT-1985	1400005 08-JUL-1986
Morton Salt, Inc.	MORTON	USA	72/318880 11-FEB-1969	0890999 12-MAY-1970
Morton Salt, Inc.	MORTON	USA	72/348848 19-JAN-1970	0916019 06-JUL-1971
Morton Salt, Inc.	MORTON	USA	73/113149 19-JAN-1977	1097922 01-AUG-1978
Morton Salt, Inc.	MORTON	USA	74/194158 12-AUG-1991	1746762 19-JAN-1993

Owner	Trademark	Country	Application Number and Filing Date	Registration Number and Date
Morton Salt, Inc.	MORTON	USA	71/537340 09-OCT-1947	0509884 17-May-1949
Morton Salt, Inc.	MORTON	USA	87/981297 27-APR-2018	5829972 06-AUG-2019
Morton Salt, Inc.	MORTON	USA	88/390062 17-APR-2019	6201281 17-NOV-2020
Morton Salt, Inc.	MORTON LITE SALT	USA	72/368555 20-AUG-1970	0921236 28-SEP-1971
Morton Salt, Inc.		USA	87/183573 26-SEP-2016	5487324 05-JUN-2018
Morton Salt, Inc.	NATURE'S SEASONS	USA	72/433513 23-AUG-1972	0964313 17-JUL-1973
Morton Salt, Inc.	PROFESSIONAL'S CHOICE	USA	77/555740 26-AUG-2008	3664893 04-AUG-2009
Morton Salt, Inc.	PURE AND NATURAL	USA	87/179470 22-SEP-2016	5282947 05-SEP-2017
Morton Salt, Inc.	PURESUN	USA	86/639711 22-MAY-2015	5028161 23-AUG-2016
Morton Salt, Inc.		USA	71/171863 11-NOV-1922	0187453 05-AUG-1924
Morton Salt, Inc.	RUST DEFENSE	USA	87/179482 23-SEP-2016	5320735 31-OCT-2017
Morton Salt, Inc.	RUST RAZE	USA	72/390879 03-MAY-1971	0938412 25-JUL-1972
Morton Salt, Inc.	RUST-ROUT	USA	72/378375 10-DEC-1970	0932704 18-APR-1972
Morton Salt, Inc.	SAFE-T-PET	USA	85/021784 23-APR-2010	3999302 19-JUL-2011
Morton Salt, Inc.		USA	85/021765 23-APR-2010	3999301 19-JUL-2011
Morton Salt, Inc.	SAFE-T-POWER	USA	77/311237 23-OCT-2007	3655419 14-JUL-2009
Morton Salt, Inc.	SAFE-T-SALT	USA	73/587353 10-MAR-1986	1411910 07-OCT-1986
Morton Salt, Inc.		USA	72/452772 28-MAR-1973	0986714 24-JUN-1974

Owner	Trademark	Country	Application Number and Filing Date	Registration Number and Date
Morton Salt, Inc.	SEASON-ALL	USA	72/235924 06-JAN-1966	0824532 21-FEB-1967
Morton Salt, Inc.	STAR FLAKE	USA	72/297013 01-MAY-1968	0895142 21-JUL-1970
Morton Salt, Inc.		USA	74/128074 02-JAN-1991	1667770 10-DEC-1991
Morton Salt, Inc.	SUN CRYSTALS	USA	75/505527 19-JUN-1998	2556389 02-APR-2002
Morton Salt, Inc.	SYSTEM SAVER	USA	73/445116 23-SEP-1983	1327774 02-APR-1985
Morton Salt, Inc.	SYSTEM SAVER	USA	78/260535 10-JUN-2003	2899639 02-NOV-2004
Morton Salt, Inc.	TENDER QUICK	USA	71/500156 11-APR-1946	0512037 12-JUL-1949
Morton Salt, Inc.	T-M PLUS 4	USA	73/643164 05-FEB-1987	1474389 26-JAN-1988
Morton Salt, Inc.		USA	72/293201 14-MAR-1968	0880974 18-NOV-1969
Morton Salt, Inc.		USA	74/536945 13-JUN-1994	1904021 11-JUL-1995
Morton Salt, Inc.		USA	78/466964 13-AUG-2004	2998266 20-SEP-2005
Morton Salt, Inc.		USA	74/565851 15-AUG-1994	2203043 10-NOV-1998

Owner	Trademark	Country	Application Number and Filing Date	Registration Number and Date
Morton Salt, Inc.		USA	71/540699 10-NOV-1947	0511639 28-JUN-1949
Morton Salt, Inc.		USA	72/311651 08-NOV-1968	0875298 19-AUG-1969
Morton Salt, Inc.		USA	88/390027 17-APR-2019	6201280 17-NOV-2020
Morton Salt, Inc.		USA	87/981176 27-APR-2018	5829962 06-AUG-2019
Morton Salt, Inc.		USA	88/356558 26-MAR-2019	5948030 31-DEC-2019
Morton Salt, Inc.		USA	77/759646 15-JUN-2009	3722334 08-DEC-2009
Morton Salt, Inc.	VALU-SOFT	USA	78/148861 30-JUL-2002	2935488 22-MAR-2005
Morton Salt, Inc.	WAVES	USA	87/654120 20-OCT-2017	6142228 01-SEP-2020
Morton Salt, Inc.	WHEN IT RAINS IT POURS	USA	73/570470 25-NOV-1985	1405171 12-AUG-1986
Morton Salt, Inc.	WHEN IT RAINS IT POURS	USA	87/897322 27-APR-2018	5852622 03-SEP-2019

Owner	Trademark	Country	Application Number and Filing Date	Registration Number and Date
Morton Salt, Inc.	WHITE CRYSTAL	USA	72/308390 27-SEP-1968	0880721 18-NOV-1969