

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Salt, L.L.C.		04/29/2021	Limited Liability Company: MISSOURI
US Salt, LLC		04/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of New York Mellon Trust Company, N.A.		
Street Address:	2 North LaSalle, Suite 700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Association: 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		
<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:	800-713-0755		

OP \$315.00 1375352

TRADEMARK

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: 05/04/2021

Total Attachments: 7

source=66. Pearl - Trademark Security Agreement#page1.tif
source=66. Pearl - Trademark Security Agreement#page2.tif
source=66. Pearl - Trademark Security Agreement#page3.tif
source=66. Pearl - Trademark Security Agreement#page4.tif
source=66. Pearl - Trademark Security Agreement#page5.tif
source=66. Pearl - Trademark Security Agreement#page6.tif
source=66. Pearl - Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of April 29, 2021, by and among **CENTRAL SALT, L.L.C.**, a Missouri limited liability company, **US SALT, LLC**, a Delaware limited liability company (each, a “Grantor”), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, in its capacity as notes 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 April 29, 2021 (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;

WHEREAS, SCIH Salt Holdings Inc., a Delaware corporation (the “Issuer”), the guarantors party thereto, the Collateral Agent and The Bank of New York Mellon Trust Company, N.A., as trustee, are party to that certain indenture, dated as of April 27, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Issuer has issued \$1,100,000,000 aggregate principal amount of its 4.875% Senior First Lien Notes due 2028.

NOW, THEREFORE, in consideration of the premises, 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 (collectively, the “Trademark Collateral”):

- (a) all Trademarks of each Grantor, including, without limitation, those listed in Schedule I attached hereto;
- (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 Trademark Collateral 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 Trademark Collateral 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

CENTRAL SALT, L.L.C.


By: 
Name: Mark Demetree
Title: Chief Executive Officer

US SALT, LLC

By: 
Name: Mark Demetree
Title: Chief Executive Officer



Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: 
Name: Julie Hoffman-Ramos
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
US Salt, LLC	1375352	RESINGARD
US Salt, LLC	3872205	TNA-5
US Salt, LLC	0901665	TX-10
US Salt, LLC	2360246	RED CROSS
US Salt, LLC	2383320	
US Salt, LLC	1283540	SALT SENSE
Central Salt, L.L.C.	4337424	LET'S TALK SALT
Central Salt, L.L.C.	4245500	CENTRAL SALT LOGO
		
Central Salt, L.L.C.	5812731	PROSLICER
Central Salt, L.L.C.	3969915	CENTRAL SALT
Central Salt, L.L.C.	3777694	SNOWSLICER
Central Salt, L.L.C.	3716282	MEGA MELT

Applications: None