

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM653475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN ROCK SALT COMPANY LLC		06/11/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4448812	FIRE ROCK	
Registration Number:	5124782	POLAR VORTEX ICE MELT	
Registration Number:	3245796	AMERICAN ROCK SALT MINED WITH PRIDE IN T	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	741887-000005		
NAME OF SUBMITTER:	Debbie Wu		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	06/11/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 11, 2021, between American Rock Salt Company LLC, a New York limited liability company (the “Grantor”) and Citizens Bank, N.A., acting in the capacity as the administrative agent and collateral agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS pursuant to the terms of that certain Second Lien Term Loan Agreement dated as of June 11, 2021 (as it may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among American Rock Salt Company LLC (the “Borrower”), the lenders from time to time party thereto (the “Lenders”), and Citizens Bank, N.A., as the Administrative Agent, the Lenders have agreed to extend credit in the form of Loans (as defined in the Credit Agreement) pursuant to the terms thereof.

WHEREAS pursuant to the Second Lien Term Loan Security Agreement, dated as of June 11, 2021 (as it may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the guarantors from time to time party thereto and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest and continuing lien on all of such Grantor’s right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any Proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor’s right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees 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 Trademarks

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the “Trademark Collateral”).

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Intercreditor Agreements

In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of the Revolver/Term Intercreditor Agreement or First Lien/Second Lien Intercreditor Agreement, as applicable, shall govern and control with respect to the rights and priorities of the Secured Parties, on one hand, and the ABL Facility Secured Parties (as defined in the Revolver/Term Intercreditor Agreement) or the Second Lien Claimholders (as defined in the First Lien/Second Lien Intercreditor Agreement, as applicable, on the other hand.

Section 7. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

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 agreement. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

AMERICAN ROCK SALT COMPANY
LLC

By: 

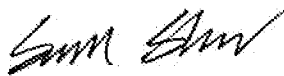
Name: Mark Assini

Title: Chief Administrative Officer

ADMINISTRATIVE AGENT:

CITIZENS BANK, N.A.,
as Administrative Agent

By: _____



Name: Samuel Shaw

Title: Managing Director

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Owner
FIRE ROCK	4448812	12/10/2013	American Rock Salt Company LLC
POLAR VORTEX ICE MELT	5124782	1/17/2017	American Rock Salt Company LLC
AMERICAN ROCK SALT MINED WITH PRIDE IN THE U.S.A.	3245796	5/29/2007	American Rock Salt Company LLC

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Serial Number	Owner