

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intrepid Potash, Inc.		08/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88975399	INTREPID SALT	
Serial Number:	88975377	INTREPID SALT	
Serial Number:	88001181	INTREPID FLUIDS	
Serial Number:	88001178	INTREPID FLUIDS	
Serial Number:	87749568	INTREPID KLEAR	
Registration Number:	5382377	INTREPID TRIO	
Registration Number:	5382376	INTREPID ESSENTIAL MINERALS FOR SUCCESS	
Registration Number:	5382375	INTREPID TRIO ESSENTIAL MINERALS FOR SUC	
Registration Number:	5382374	INTREPID	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9188355997		
Email:	shiers@mcguirewoods.com		
Correspondent Name:	Fredericka J. Sowers		
Address Line 1:	501 Fayetteville Street		
Address Line 2:	Suite 500		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Fredericka J. Sowers		

OP \$240.00 88975399

SIGNATURE:	/Fredericka J. Sowers/
DATE SIGNED:	05/27/2022
Total Attachments: 4 source=Intrepid - Trademark Security Agreement (AR Credit Agreement) Executed (002)#page1.tif source=Intrepid - Trademark Security Agreement (AR Credit Agreement) Executed (002)#page2.tif source=Intrepid - Trademark Security Agreement (AR Credit Agreement) Executed (002)#page3.tif source=Intrepid - Trademark Security Agreement (AR Credit Agreement) Executed (002)#page4.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 1, 2019, by each of the undersigned (the "Grantor"), in favor of BANK OF MONTREAL, in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor, along with certain other parties, has entered into that certain Omnibus Amendment and Reaffirmation of Existing Ancillary Documents, dated as of the date hereof (the "Reaffirmation Agreement"), pursuant to which, among other things, the Grantor has reaffirmed its obligations under that certain Pledge and Security Agreement, dated October 31, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Reaffirmation Agreement, the Grantor has reaffirmed its grant to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally

effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

INTREPID POTASH, INC.,
a Delaware corporation

By: 

Name: Joseph G. Montoya








Title: Vice President and
Chief Accounting Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007735 FRAME: 0910

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Owner	Mark	App. No./Reg. No.
Intrepid Potash, Inc.	 INTREPID SALT	App. No. 88001196
Intrepid Potash, Inc.	INTREPID SALT	App. No. 88001192
Intrepid Potash, Inc.	 INTREPID SALT	App. No. 88975399
Intrepid Potash, Inc.	INTREPID SALT	App. No. 88975377
Intrepid Potash, Inc.	 INTREPID POTASH	App. No. 88001181
Intrepid Potash, Inc.	INTREPID FLUIDS	App. No. 88001178
Intrepid Potash, Inc.	INTREPID KLEAR	App. No. 87749568
Intrepid Potash, Inc.	TRIOMAX	App. No. 87478584
Intrepid Potash, Inc.	TRIOPRO	App. No. 87478575
Intrepid Potash, Inc.	 INTREPID POTASH	Reg. No. 5382377
Intrepid Potash, Inc.	 INTREPID POTASH	Reg. No. 5382376
Intrepid Potash, Inc.	 INTREPID POTASH	Reg. No. 5382375
Intrepid Potash, Inc.	 INTREPID POTASH	Reg. No. 5382374