

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRS Group LLC		06/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97774016	FORTRESS	
Serial Number:	88618396	FORTRESS FIRE RETARDANT SYSTEMS	
Serial Number:	97793991	FORTRESS FR	
Serial Number:	90855516	FORTRESS FIRE RETARDANT SYSTEMS	
Serial Number:	90855321	FORTRESS FIRE RETARDANT SYSTEMS	
Serial Number:	97793923	KFORCE	
Serial Number:	90855441	C COULSON · FORTRESS RETARDANT SYSTEMS	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2024707 TM		
NAME OF SUBMITTER:	CAROLINE HUGHES		

OP \$190.00 97774016

SIGNATURE:	/CAROLINE HUGHES/
DATE SIGNED:	06/06/2023
Total Attachments: 7 source=Compass - Trademark Security Agreement [EXECUTED](6103252.3)#page2.tif source=Compass - Trademark Security Agreement [EXECUTED](6103252.3)#page3.tif source=Compass - Trademark Security Agreement [EXECUTED](6103252.3)#page4.tif source=Compass - Trademark Security Agreement [EXECUTED](6103252.3)#page5.tif source=Compass - Trademark Security Agreement [EXECUTED](6103252.3)#page6.tif source=Compass - Trademark Security Agreement [EXECUTED](6103252.3)#page7.tif source=Compass - Trademark Security Agreement [EXECUTED](6103252.3)#page8.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 5, 2023 (this “Agreement”), is made by FRS Group LLC, a Delaware limited liability company (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, pursuant to that certain Credit Agreement dated as of April 20, 2016, as amended and restated as of November 26, 2019 and as of May 5, 2023 (as the same may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Compass Minerals International, Inc., a Delaware corporation (the “U.S. Borrower”), Compass Minerals Canada Corp., a corporation continued and amalgamated under the laws of the province of Nova Scotia, Canada (the “Canadian Borrower”), Compass Minerals UK Limited, a company incorporated under the laws of England and Wales (together with the U.S. Borrower and the Canadian Borrower, collectively, the “Borrowers”), the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent and as Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the U.S. Borrower and certain of its Affiliates entered into a Guarantee and Collateral Agreement dated as of April 20, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) between each of the U.S. Borrower and certain of its Affiliates and the Agent;

WHEREAS, pursuant to that certain Assumption Agreement dated as of June 5, 2023, the Grantor became a party to the Guarantee and Collateral Agreement, pursuant to which the Grantor assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

I. DEFINED TERMS

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

A. Grant of Security. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the

Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof, including the registrations and applications listed in Schedule A attached hereto, (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

B. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section II(A) hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

III. SECURITY AGREEMENT

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

IV. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).


V. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

FRS GROUP LLC, as Grantor

By: 

Name: Michael Ashker

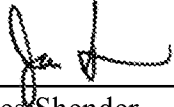
Title: Chief Operating Officer and Vice
President of Finance

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008092 FRAME: 0765

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Agent

By:  _____

Name: James Shender

Title: Executive Director

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

(see attached)

Country	Title	Application Serial No.	Trademark Number	Expiration Date	Owner
United States	Fortress Mark	97774016			FRS Group LLC
United States	FORTRESS FIRE RETARDANT SYSTEMS Mark	88618396		9/28/2021	FRS Group LLC
United States	FORTRESS FR	97793991			FRS Group LLC
United States	FORTRESS FIRE RETARDANT SYSTEMS	90855516			FRS Group LLC
United States	FORTRESS FIRE RETARDANT SYSTEMS	90855321			FRS Group LLC
United States	KFORCE	97793923			FRS Group LLC
United States	C COULSON FORTRESS RETARDANT SYSTEMS	90855441			FRS Group LLC
World Intellectual Property Organization	LONG-TERM FIRE RETARDANT WITH CORROSION INHIBITORS AND METHODS FOR MAKING AND USING SAME	PCT/US2020/036360	2020/247775	N/A	FRS Group LLC
World Intellectual Property Organization	LONG-TERM FIRE RETARDANT WITH CORROSION INHIBITORS AND METHODS FOR MAKING AND USING SAME	PCT/US2022/080881		N/A 30 Month Deadline ~8/5/2023	FRS Group LLC
World Intellectual Property Organization	LONG-TERM FIRE RETARDANT WITH AN ORGANOPHOSPHATE AND METHODS FOR MAKING AND USING SAME	PCT/US2020/036367	2020/247780	N/A	FRS Group LLC
World Intellectual Property Organization	LONG-TERM FIRE RETARDANT WITH MAGNESIUM SULFATE AND CORROSION INHIBITORS AND METHODS FOR MAKING AND USING SAME	PCT/US2021/047726	2022/132246	N/A 30 Month Deadline 6/15/2023	FRS Group LLC

Country	Title	Application Serial No.	Trademark Number	Expiration Date	Owner
World Intellectual Property Organization	LONG-TERM FIRE RETARDANT WITH CORROSION INHIBITORS AND METHODS FOR MAKING AND USING SAME	PCT/US2021/063598	2022/132962	N/A 30 Month Deadline 6/15/2023	FRS Group LLC