# OP \$215.00 88614537

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM644292

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		05/04/2021	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	COMPASS MINERALS USA INC.
Street Address:	9900 WEST 109TH STREET, SUITE 100
City:	OVERLAND PARK
State/Country:	KANSAS
Postal Code:	66210
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	88614537	BATTALION
Serial Number:	88614530	HYDRO BULLET
Serial Number:	88647829	
Serial Number:	88640684	MOLY SHINE
Serial Number:	88233241	NUTRIYIELD
Serial Number:	88276749	ROCKET RACKS
Serial Number:	88233232	ROCKET SEEDS
Serial Number:	88440243	WOLF TRAX

## **CORRESPONDENCE DATA**

Fax Number:

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:** 2023704750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

**Address Line 1:** 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1367425 TM

TRADEMARK
REEL: 007279 FRAME: 0911

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NAME OF SUBMITTER:	TALIA SCOTT
SIGNATURE:	/TALIA SCOTT/
DATE SIGNED:	05/05/2021
Total Attachments: 4	
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PARTIAL RELEASE OF TRADEMARK SECURITY INTERESTS dated as of May 4, 2021 (this "Partial Release"), by JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (in such capacity, the "Agent") in favor of COMPASS MINERALS USA INC., a Delaware Corporation (the "Released Grantor"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Trademark Security Agreement (whether directly therein or by reference to another agreement).

- A. Reference is made to (i) the Credit Agreement dated as of April 20, 2016 and as amended and restated as of November 26, 2019 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Compass Minerals International, Inc., a Delaware corporation (the "US Borrower"), Compass Minerals Canada Corp. (the "Canadian Borrower"), Compass Minerals UK Limited (the "UK Borrower"; the US Borrower, the UK Borrower and the Canadian Borrower, collectively, the "Borrowers" and each individually, a "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Agent, (ii) the Guarantee and Collateral Agreement dated as of April 20, 2016 (the "Guarantee and Collateral Agreement"), among the US Borrower, each other subsidiary of the US Borrower party thereto (including the Released Grantor), and the Agent, and (iii) the Trademark Security Agreement dated as of January 3, 2020 among the Released Grantor, the other Grantors party thereto, and the Agent, which was recorded with the United States Patent & Trademark Office on January 3, 2020 at Reel/Frame 6830/0433 (such documents set forth in clauses (ii) through (iii), the "Security Agreements").
- B. Pursuant to the Security Agreements, the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in the Trademark Collateral.
- C. The Trademark Collateral included all of the following property of the Released Grantor (other than "intent-to-use" applications, to the extent excluded from the Trademark Collateral in the Security Agreements): (i) the trademarks and service marks, together with the registrations and applications for registration thereof listed in Schedule I 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 then or thereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world. (the "Released Trademark Collateral").
- D. The Borrowers have notified the Agent that the Released Grantor intends to dispose of the Released Trademark Collateral in accordance with Section 6.04 of the Credit Agreement (the "<u>Disposition</u>"). Solely in reliance upon such notification, the Agent acknowledges that, pursuant to Section 8.10(a) of the Credit Agreement and Section 9.15(b) of the Guarantee and Collateral Agreement, any and all security interests it may have in the Released Trademark Collateral pursuant to the Security Agreements shall be

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TRADEMARK REEL: 007279 FRAME: 0913 automatically released concurrently with the Disposition, and accordingly, the Agent has agreed to execute this Partial Release.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby (i) terminate, cancel, release, relinquish and discharge any and all security interests (including the Security Interest) it has against the Released Trademark Collateral, and (ii) re-assigns to the Released Grantor any right, title or interest it may have in the Released Trademark Collateral, without representation or warranty of any kind. This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Collateral arising under the Security Agreements (such collateral, the "Retained Collateral"). The Agent retains all security interests, Liens, rights, titles and interests pledged and granted to it under the Security Agreements with respect to all Retained Collateral, and the Agent's security interests, Liens (as defined in the Credit Agreement), rights, titles and interests in the Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release.

The Released Grantor, or any successor to the Released Grantor (including any person or entity hereafter having any right, title or interest in or to the Released Trademark Collateral), is hereby authorized to record this Partial Release in the United States Patent and Trademark Office.

THIS PARTIAL RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW, AND IT SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Agent has caused this Partial Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

by

Name: James Shender

Title: Executive Director

RECORDED: 05/05/2021

Schedule I

U.S. PENDING AND REGISTERED TRADEMARKS

Country	TRADEMARK	App. No.	Reg. No.	Status	Owner Name
UNITED STATES	BATTALION	88/614,537		PENDING	COMPASS MINERALS USA INC.
UNITED STATES	HYDRO BULLET	88/614,530		PENDING	COMPASS MINERALS USA INC.
UNITED STATES	Miscellaneous Design (Stylized	88/647,829		PENDING	COMPASS MINERALS USA INC.
	Rocket-Leaf)				
UNITED STATES	MOLY SHINE	88/640,684		PENDING	COMPASS MINERALS USA INC.
UNITED STATES	NUTRIYIELD	88/233,241		ALLOWED	COMPASS MINERALS USA INC.
UNITED STATES	ROCKET RACKS	88/276,749		ALLOWED	COMPASS MINERALS USA INC.
UNITED STATES	ROCKET SEEDS	88/233,232		ALLOWED	COMPASS MINERALS USA INC.
UNITED STATES	WOLF TRAX	88/440,243		PENDING	COMPASS MINERALS USA INC.

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