

05-23-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/> <input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	Conveyance Type <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="text"/>	<input type="checkbox"/> License <input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="text" value="April 7, 2000"/>
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Conveying Party Mark if additional names of conveying parties attached

Name Execution Date

Formerly

Individual General Partnership Limited Partnership Corporation Association
 Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association
 Other

Citizenship/State of Incorporation/Organization

05/22/2000 DNGUYEN 00000309 230800 1150065 FOR OFFICE USE ONLY

01 FC:481
02 FC:482
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Domestic Representative Name and Address

Enter for the first Receiving Party Only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Dawn Harrington
Name of Person Signing


Signature

May 11, 2000
Dated Signed

TRADEMARK SECURITY AGREEMENT

Dated as of April 7, 2000

among

**TERRA CAPITAL, INC. and Each Other Grantor
From Time to Time Party Hereto**

and

**CITIBANK, N.A.
Collateral Agent**

**Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153-0119**

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 7, 2000, by Terra Capital, Inc. and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citibank, N.A. ("*Citibank*"), as agent for the Secured Parties (as defined in the Security Agreement in such capacity, the "*Administrative Agent*").

W I T N E S S E T H:

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Collateral Agent to enter into the Credit Agreements and to induce the Lenders and the Issuers to make and continue their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

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.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

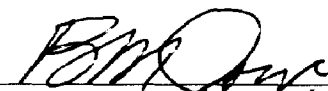
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


TERRA CAPITAL, INC.

By: 
Name: BURTON M. JOYCE
Title: PRESIDENT


TERRA INDUSTRIES INC.

By: 
Name: BURTON M. JOYCE
Title: PRESIDENT AND CEO

TERRA CAPITAL HOLDINGS, INC.


By: 
Name: BURTON M. JOYCE
Title: PRESIDENT

TERRA NITROGEN CORPORATION

By: 
Name: BURTON M. JOYCE
Title: CHAIRMAN OF THE BOARD


TERRA NITROGEN COMPANY L.P.

By: Terra Nitrogen Corporation,
its General Partner


By: 
Name: BURTON H. JOYCE
Title: CHAIRMAN OF THE BOARD

TERRA NITROGEN LIMITED
PARTNERSHIP


By: Terra Nitrogen Corporation,
its General Partner

By: 
Name: BURTON H. JOYCE
Title: CHAIRMAN OF THE BOARD


TERRA INTERNATIONAL, INC.

By: 
Name: BURTON H. JOYCE
Title: CHAIRMAN OF THE BOARD

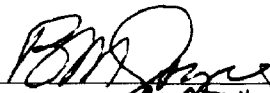
TERRA INTERNATIONAL
(OKLAHOMA), INC.

By: 
Name: BURTON H. JOYCE
Title: PRESIDENT


PORT NEAL CORPORATION

By: 
Name: BURTON H. JOYCE
Title: PRESIDENT

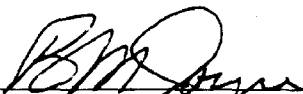
TERRA METHANOL CORPORATION

By: 
Name: BURTON H. JOYCE
Title: VICE PRESIDENT

BMC HOLDINGS, INC.


By: 
Name: BURTON H. JOYCE
Title: VICE PRESIDENT

BEAUMONT HOLDINGS CORPORATION


By: 
Name: BURTON H. JOYCE
Title: VICE PRESIDENT


BEAUMONT METHANOL, LIMITED
PARTNERSHIP

By: Terra Methanol Corporation,
its General Partner

By: 
Name: BURTON H. JOYCE
Title: VICE PRESIDENT


TERRA (U.K.) HOLDINGS, INC.

By: 
Name: BURTON H. JOYCE
Title: VICE PRESIDENT

By: 
Name: BURTON M. JOYCE
Title: PRESIDENT

Accepted and Agreed:


CITIBANK, N.A., as Collateral Agent

By: 
Name: SUZANNE CYMES
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York

On this 31st day of March, 2000 before me personally appeared Burton M. Joyce, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

JUDITH TOMPKINS
Notary Public, State of New York
No. 01TO5053749
Qualified in New York County
Commission Expires Dec. 26, ~~1999~~
2001

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

All trademarks listed on this Schedule I are in the name of Terra International, Inc.

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Declaration Due</u>	<u>Renewal Due</u>	<u>Incontestable</u>
TERRA (Retail Outlet Services)	1,150,065	03/31/81	03/31/87	03/31/2001	
TERRA (Agricultural Seeds)	1,396,028	06/03/86	06/03/92	06/03/2006	
TERRA LOGO (Retail Outlet Stores)	1,464,058	11/03/87	11/03/93	11/03/2007	10/04/93
TERRA WITH DESIGN (Fertilizer)	1,467,827	12/08/87	12/08/93	12/08/2007	04/26/93
TERRA (Fertilizer)	1,473,718	01/26/88	01/26/94	01/26/2008	06/03/93
TERRA WITH DESIGN (Retail Outlet Stores)	1,476,328	02/09/88	02/09/94	02/09/2008	09/21/93
FURROWS LOGO (Herbicides)	1,477,390	02/23/88	02/23/94	02/23/2008	09/21/93
TERRA LOGO (Liquid Feed Supplement)	1,478,238	03/01/88	03/01/94	03/01/2008	09/21/93
TERRA (STYLIZED) (Leasing of Farm Equipment)	1,490,598	05/31/88	05/31/94	05/31/2008	
FURROWS LOGO (Leasing of Farm Equipment)	1,490,603	05/31/88	05/31/94	05/31/2008	12/21/93
TERRA WITH DESIGN (Leasing of Farm Equipment)	1,491,620	06/07/88	06/07/94	06/07/2008	02/28/94
TERRA LOGO (Fertilizer)	1,439,721	05/19/87	05/19/93	05/19/2007	02/16/93

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Declaration Due</u>	<u>Renewal Due</u>	<u>Incontestable</u>
TERRA (STYLIZED) (Herbicides)	1,482,128	03/29/88	03/29/94	03/29/2008	08/02/94
TERRA WITH DESIGN (Herbicides)	1,504,538	09/20/88	09/20/94	09/20/2008	05/23/94
TERRA (STYLIZED) (Retail Outlet Services)	1,500,857	08/16/88	08/16/94	08/16/2008	05/02/94
TERRA WITH DESIGN (Soil Testing Labs)	1,464,003	11/03/87	11/03/93	11/03/2007	10/05/93
TERRA STYLIZED (Soil Testing Labs)	1,464,004	11/03/87	11/03/93	11/03/2007	10/05/93
TERRA LOGO (Soil Testing Labs)	1,467,722	12/01/87	12/01/93	12/01/2007	
TERRA LOGO (Lawn and Turf Fertilizers)	1,556,375	09/19/89	09/19/95	09/19/2009	
TERRA (Computer Programs)	1,564,205	11/07/89	11/07/95	11/07/2009	
TERRA STYLIZED (House Organ)	1,548,244	07/18/89	07/18/95	07/18/2009	
FURROWS LOGO (Seeds for Planting)	1,567,421	11/21/89	11/21/95	11/21/99	
TERRA AND LOGO (Seeds for Planting other than Alfalfa Seeds)	1,573,691	12/26/89	12/26/95	12/26/99	
TERRA AND DESIGN (Lawn and Turf Fertilizer)	1,572,690	12/26/89	12/26/95	12/26/99	
TERRA (Lawn and Turf Fertilizer)	1,572,689	12/26/89	12/26/95	12/26/99	
TERRA (Stylized - Computers)	1,568,052	11/28/84	11/28/95	11/28/99	
TERRA (Seeds for Planting Other than Alfalfa Seeds)	1,572,245	12/19/89	12/19/95	12/19/99	
TERRA AND DESIGN (Computers)	1,568,053	11/28/89	11/28/95	11/28/99	
FURROWS LOGO (Computers)	1,566,857	11/21/89	11/21/95	11/21/99	

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Declaration Due</u>	<u>Renewal Due</u>	<u>Incontestable</u>
TERRA LOGO. (Computers)	1,610,399	08/21/90	08/21/96	08/21/2000	
TERRA (STYLIZED) (Educational Services)	1,653,249	08/06/91	08/06/97	08/06/2001	
TERRA AND LOGO (Educational Services)	1,653,922	08/13/91	08/13/97	08/13/2001	
TERRA (STYLIZED) (Providing Program Distribution Plans for Fertilizer for Farmers)	1,708,876	08/18/92	08/18/98	08/18/2002	
TERRA AND FURROWS LOGO (Providing Program Distribution Plans for Fertilization for Farmers)	1,714,391	09/08/92	09/08/98	09/08/2002	
FURROWS LOGO (Providing program distribution plans for fertilization for farmers, chemical and safety analysis; namely auditing of farm facilities and farm safety equipment, agronomic advice; namely, weed data, field history and production practices including a least cost fertilizer blending program and automatic down-loading of soil test data, in class 42 (U.S. CL.100)).	1,722,697	10/06/92	10/06/98	10/06/2002	
TERRA (STYLIZED) (Training, SHEP)	2,062,585	05/20/97	05/20/2003	05/20/2007	
TERRA (and Furrows Design) (Mail order services with respect to safety equipment and materials)	2,073,915	06/24/97	06/24/2003	06/24/2007	
TERRA (and Design) (Training, SHEP)	2,090,410	08/26/97	08/26/2003	08/26/2007	
TERRA (Mail order services, SHEP)	2,113,612	11/18/97	11/18/2003	11/18/2007	
TERRA (Stylized) (Mail order services, SHEP)	2,113,671	11/18/97	11/18/2003	11/18/2007	
FURROWS LOGO (Mail order services, SHEP)	2,122,998	12/23/97	12/23/2003	12/23/2007	
FURROWS LOGO (Training matters, SHEP)	2,120,846	12/16/97	12/16/2003	12/16/2007	
TERRA Centre Logo	1,382,652	2/11/86	2/11/2006	4/13/92	

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Declaration Due</u>	<u>Renewal Due</u>	<u>Incontest able</u>
(Leasing of Real Estate)					
TERRA UNIVERSITY	1,275,517	4/24/84	4/24/90	4/24/2004	3/27/90
TALK TO TERRA (Agricultural consultation)	1,785,958	8/3/93	8/3/99	8/3/2003	
TERRANIL (agricultural pesticides)	1,808,322	11/30/93	11/30/99	11/30/2003	
TERRAMARK SPI	1,801,780	11/2/93	11/2/99	11/2/2003	
FURROWS LOGO (transportation of goods)	1,770,469	5/11/93	5/11/99	5/11/2003	
TERRA LOGO (House organ)	1,529,678	3/14/89	3/14/95	3/14/2009	
P AND DESIGN (Fertilizers, adjuvants)	1,822,149	2/22/94	2/22/2000	2/22/2003	
R (LOGO) (Misc.)	1,037,130	4/6/76	4/6/82	4/6/96	
RIVERSIDE	1,012,708	6/10/75	6/10/81	6/10/95	
TERRA (Chemical Fertilizers)	1,055,842	01/11/77	01/11/83	01/11/97	
TERRA (Farm Management Programs)	1,052,116	11/02/76	11/02/82	11/02/96	
TERRA (For Transportation of Goods by Truck, in Class 39 (U.S. CL. 105)	1,722,524	10/06/92	10/06/98	10/06/2002	
TERRA (Herbicides)	1,062,037	03/29/77	03/29/83	03/29/97	
TERRA (Leasing of Real Estate)	1,400,640	07/08/86	07/08/92	07/08/2006	
TERRA (House Organ and Booklet)	1,070,213	07/26/77	07/26/83	07/26/97	
TERRA LOGO (Retail Farm Outlet Store Services)	1,155,955	05/26/81	05/26/87	05/26/2001	
TERRA LOGO (Fertilizer Grade Urea)	1,148,357	03/17/81	03/17/87	03/17/2001	
TERRA LOGO (Farm Management Program)	1,011,940	05/27/75	05/27/81	05/27/95	
TERRA LOGO (Publications) Agricultural Booklet	1,015,534	07/08/75	07/08/81	07/08/95	
TERRA LOGO (Chemical Fertilizer)	875,909	09/02/68	Completed	09/02/89	
TERRA LOGO (On Herbicides)	1,150,181	04/07/81	04/07/87	04/07/2001	
TERRA LOGO (For Chemical Fertilizers)	1,150,116	04/07/81	04/07/87	04/07/2001	
TERRA AND LOGO.	1,642,045	04/23/91	04/23/97	04/23/2001	

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Declaration Due</u>	<u>Renewal Due</u>	<u>Incontest able</u>
(Newsletter, New Magazines and In House Publications)					
TERRA and DESIGN (House Organ)	1,529,677	03/14/89	03/14/95	03/14/2009	
TERRA EXPRESS (For Transportation of Goods by Truck, in Class 39 (U.S. CL. 105))	1,722,525	10/06/92	10/06/98	10/06/2002	
TERRA TODAY (House Organ)	1,631,571	01/15/91	01/15/97	01/15/2001	
TERRACENTRE (Leasing of Real Estate)	1,400,639	07/08/86	07/08/92	07/08/2006	

B. TRADEMARK APPLICATIONS

None as of the date hereof.

C. TRADEMARK LICENSES

None as of the date hereof.