

5.15.00

06-02-2000

To the Honorable Commissioner of Patents and Trademarks



Documents or copy thereof.

1. Name of conveying party(ies):

MISSISSIPPI CHEMICAL CORPORATION
Highway 49 East
P.O. Box 388
Yazoo City, MS 39194

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 19, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Name: Harris Trust and Savings Bank

Address: 111 West Monroe Street
Chicago, IL 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

B. Trademark registration No.(s)

SEE ATTACHED LIST

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

David J. Kera, Esquire
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
Fourth Floor
1755 Jefferson Davis Highway
Arlington, Virginia 22202

OSMMN Ref: 0075/0105/21SD

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 15-0030
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

DAVID J. KERA
Name of Person Signing

David J. Kera
Signature

May 15, 2000
Date

Total number of pages including cover sheet, attachments, and document: 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

06/01/2000 DNGUYEN 00000031 1000870

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
100.00 OP

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TRADEMARK SECURITY AGREEMENT

SCHEDULE 1

Registration No.	Registration Date	Trademark
1,000,870	January 7, 1975	MISSISSIPPI CHEMICAL CORPORATION & Design
1,001,385	January 14, 1975	WE MAKE THINGS GROW
1,001,386	January 14, 1975	Design of Leaves
1,625,488	December 4, 1990	AMTRATE
2,000,546	September 17, 1996	MISSISSIPPI POTASH, INC. & Design

TRADEMARK SECURITY AGREEMENT

(Mississippi Chemical Corporation)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between MISSISSIPPI CHEMICAL CORPORATION, a Mississippi corporation ("Debtor"), and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("Agent"), acting in its capacity as Administrative Agent under that certain Security Agreement dated as of February 24, 2000, for the benefit of the Banks ("Secured Parties") named in said Security Agreement (as amended, restated or otherwise modified, the "Security Agreement") between Debtor and each of the Secured Parties named therein.

RECITALS

A. Debtor and Agent have entered into the Security Agreement (all terms defined in the Security Agreement, whenever used herein, shall have the same meanings as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Agent a lien and security interest in, and right of set-off against, any and all right, title and interest in all General Intangibles of Debtor, whether now owned or existing or hereafter created, acquired or arising, or in which Debtor now has or hereafter acquires any rights, including, but not limited to, all trademarks, trademark registrations, trademark applications, and trademark licenses to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Agent a lien and continuing security interest in all of Debtor's right, title and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) each Trademark, Trademark Registration, Trademark Application including, without limitation, each Trademark Registration referred to in Schedule 1 annexed hereto,

(b) Agent and Debtor acknowledge and agree that the assignment, conveyance, or transfer of any trademark, whether or not registered and whether or not the subject of an application for registration in the U.S. Patent and Trademark Office, must be accompanied by the goodwill of the assignor connected with and symbolized by the Trademark;

(c) Agent and Debtor acknowledge and agree that a Trademark Application that was filed in the U.S. Patent and Trademark Office on the basis of a bona fide intention to use the mark, pursuant to Section 1(b) of the Trademark Act [15 U.S.C. 1051 (b)], cannot be assigned prior to the filing in the application of an Amendment to Allege Use of the Trademark or a Statement of Use of the Trademark unless the assignment of the application is to a successor

to the business of the applicant or the portion thereof to which the mark pertains and the business is one that is ongoing and existing.

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringement or breach of any Trademark, Trademark Registration or Trademark License, including, without limitation, any Trademark or Trademark License referred to in Schedule 1 annexed hereto.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Agent pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the liens and 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 WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by a duly authorized officer as of this 19th day of April, 2000.

DEBTOR:

MISSISSIPPI CHEMICAL CORPORATION

By: Timothy A. Dawson

Name: Timothy A. Dawson

Title: Senior Vice President and
Chief Financial Officer

AGENT FOR SECURED PARTIES:

HARRIS TRUST AND SAVINGS BANK, as agent

By: Curtis Flammini

Name: CURTIS FLAMMINI

Title: VICE-PRESIDENT