

09-07-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



HEET
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

101838020

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Terra Industries, Inc.

8-31-01

AUG 31 2001

- 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 Release of Security Interest
- Merger
- Change of Name

Execution date: August 29, 2001

2. Name and address of receiving party(ies):

Name: Citibank, N.A.

Internal

Address:

Street Address: 338 Greenwich Street

City: New York State: NY Zip: 10013

- Individual(s) citizenship
- Association A National Banking 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,012,708

Additional number(s) attached Yes No

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

Name: Amanda C. Samuel

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-0800

(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.

Amanda C. Samuel
Name of Person Signing

Signature

August 31, 2001
Date

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

5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/06/2001 TD1RZ1 00000155 230800 1012708

01 FC:481 40.00 CH

**RELEASE OF GRANT OF SECURITY INTEREST
IN CERTAIN INTELLECTUAL PROPERTY**

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Pledge and Security Agreement, dated as of April 7, 2000 (as modified, supplemented and amended to the date hereof, the "*Pledge and Security Agreement*") between Terra Industries, Inc. and its subsidiaries, including Terra International, Inc. ("*Terra International*") and Citibank, N.A., as collateral agent for the Secured Parties (the "*Collateral Agent*"), pursuant to which certain liens on and security interests in collateral, including intellectual property, were granted to the Collateral Agent.

This Release of Grant of Security Interest in Certain Intellectual Property (this "*Release*") is made and entered into this 29th day of August, 2001 by and between Terra International and the Collateral Agent.

W I T N E S S E T H :

WHEREAS, Terra International and other grantors and the Collateral Agent are parties to the Trademark Security Agreement dated as of April 7, 2000 (the "*Trademark Security Agreement*") entered into pursuant to the Pledge and Security Agreement;

WHEREAS, the Collateral Agent holds a security interest in the specific trademark owned by Terra International set forth in Schedule A annexed hereto (the "*Riverside Trademark*");

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the parties to this release, intending to be legally bound agree as follows:

1. The Collateral Agent hereby releases in its entirety its security interest in all of Terra International's right, title, and interest in, to and under the Riverside Trademark.
2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record this Release against the Riverside Trademark.
3. This Release shall be governed by and construed in accordance with the law of the State of New York.
4. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
5. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.
6. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of the said counterparts taken shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Release
as of the date first above written, intending it to be legally binding.

CITIBANK N.A., as Collateral Agent

By: Keith Karako
Name: KEITH KARAKO
Title: Managing Director

Address: 388 Greenwich Street
New York, New York 10013

TERRA INTERNATIONAL, INC.

By: _____
Name:
Title:

Address: Terra Centre
600 Fourth Street
Sioux City, Iowa 51102

IN WITNESS WHEREOF, the undersigned have entered into this Release

as of the date first above written, intending it to be legally binding.

CITIBANK N.A., as Collateral Agent

By: _____
Name:
Title:

Address: 388 Greenwich Street
New York, New York 10013

TERRA INTERNATIONAL, INC.

By: 
Name: Mark A. Kalafut
Title: Vice President

Address: Terra Centre
600 Fourth Street
Sioux City, Iowa 51101

SCHEDULE A

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Declaration</u>	<u>Renewal Date</u>
RIVERSIDE	1,012,708	6/10/75	6/10/81	6/10/95