

10-24-2001

Form PTO-1594 (Rev. 03/01) OMB No. 3510-0007 (exp. 5/31/2002)



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

101883578

Tab settings

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

1. Name of conveying party(ies): 10-150  
 Terra International, Inc.

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

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                 Change of Name  
 Other \_\_\_\_\_

Execution date: October 10, 2001

2. Name and address of receiving party(ies):  
 Name: Citicorp USA Inc.  
 Internal  
 Address: 388 Greenwich Street, 19th Floor  
 Street Address: \_\_\_\_\_  
 City: New York                      State: NY                      Zip: 10013

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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
 See Schedule I

Additional number(s) attached  Yes  No

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

Name: Marcia G. Bennett  
 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: ..... 69

7. Total fee (37 CFR 3.41):..... \$ 1740.00

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.*

Phyllis Eremitaggio                      Phyllis Eremitaggio                      October 15, 2001  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 14

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

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

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Declaration Due</u>	<u>Renewal Due</u>	<u>Incontestable</u>
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
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	

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Declaration Due</u>	<u>Renewal Due</u>	<u>Incontestable</u>
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	
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	
FURROWS LOGO (transportation of goods)	1,770,469	05/11/93	05/11/99	05/11/2003	
TERRA LOGO (House organ)	1,529,678	03/14/89	03/14/95	03/14/2009	
P AND DESIGN (Fertilizers, adjuvants)	1,822,149	02/22/94	02/22/2000	02/22/2003	
R (LOGO) (Misc.)	1,037,130	04/06/76	04/06/82	04/06/96	
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	

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Declaration Due</u>	<u>Renewal Due</u>	<u>Incontestable</u>
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 (Newsletter, New Magazines and In House Publications)	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>Incontestable</u>
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	
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	

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Declaration Due</u>	<u>Renewal Due</u>	<u>Incontestable</u>
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 (Leasing of Real Estate)	1,382,652	02/11/86	2/11/2006	04/13/92	
TERRA UNIVERSITY	1,275,517	04/24/84	04/24/90	04/24/2004	3/27/90
TALK TO TERRA (Agricultural consultation)	1,785,958	08/03/93	08/03/99	08/03/2003	
TERRANIL (agricultural pesticides)	1,808,322	11/30/93	11/30/99	11/30/2003	
TERRAMARK SPI	1,801,780	11/02/93	11/02/99	11/02/2003	

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of October 10, 2001, 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 Citicorp USA, Inc., as agent for the Secured Parties (as defined in the Security Agreement in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative 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 Administrative Agent to enter into the Credit Agreement 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 Administrative Agent as follows:

**SECTION 1. 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.

**SECTION 2. 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (other than Trademarks and Trademark Licenses constituting Senior Secured Note Collateral or Senior Secured Note Indirect Collateral) 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 such Trademark and each such 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 such Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark License.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby



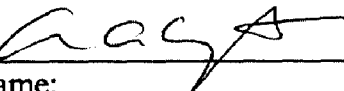
acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if 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.

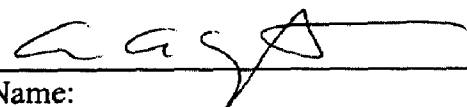
Very truly yours,

TERRA CAPITAL, INC.  
TERRA INDUSTRIES INC.  
TERRA CAPITAL HOLDINGS, INC.  
TERRA NITROGEN CORPORATION  
TERRA INTERNATIONAL, INC.  
TERRA INTERNATIONAL (OKLAHOMA),  
INC.  
PORT NEAL CORPORATION  
TERRA METHANOL CORPORATION  
BMC HOLDINGS, INC.  
BEAUMONT HOLDINGS CORPORATION  
TERRA REAL ESTATE CORP.  
TERRA (U.K.) HOLDINGS, INC.  
BEAUMONT AMMONIA, INC.

By:   
Name: \_\_\_\_\_  
Title:

TERRA NITROGEN COMPANY, L.P.  
TERRA NITROGEN, LIMITED PARTNERSHIP

In each case by its General Partner  
Terra Nitrogen Corporation,

By:   
Name: \_\_\_\_\_  
Title:

Accepted and Agreed:

CITICORP USA, INC., as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:



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.  
TERRA INDUSTRIES INC.  
TERRA CAPITAL HOLDINGS, INC.  
TERRA NITROGEN CORPORATION  
TERRA INTERNATIONAL, INC.  
TERRA INTERNATIONAL (OKLAHOMA),  
INC.  
PORT NEAL CORPORATION  
TERRA METHANOL CORPORATION  
BMC HOLDINGS, INC.  
BEAUMONT HOLDINGS CORPORATION  
TERRA REAL ESTATE CORP.  
TERRA (U.K.) HOLDINGS, INC.  
BEAUMONT AMMONIA, INC.

By: \_\_\_\_\_  
Name:  
Title:

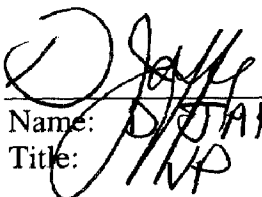
TERRA NITROGEN COMPANY, L.P.  
TERRA NITROGEN, LIMITED PARTNERSHIP

In each case by its General Partner  
Terra Nitrogen Corporation,

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

CITICORP USA, INC., as Administrative Agent

By:  \_\_\_\_\_  
Name: D. JAFFE  
Title: VP



**B. TRADEMARK APPLICATIONS**

None as of the date hereof.

**C. TRADEMARK LICENSES**

None as of the date hereof.