

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

RENTECH, INC.

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

Citizenship (see guidelines) Colorado

Execution Date(s) September 17, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE 1.2 ATTACHED

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: JOSEPH GEISMAN, ESQ.

Internal Address: LOEB & LOEB LLP

Street Address: 10100 Santa Monica Blvd.
Suite 2200

City: Los Angeles

State: CA Zip: 90067

Phone Number: 310 282 2079

Fax Number: 310 282 2200

Email Address: jgeisman@loeb.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 12-1820
Authorized User Name Loeb & Loeb LLP

9. Signature:


Signature
Joseph Geisman

September 20, 2004
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **5**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 121820 76525676

SCHEDULE 1.2

Rentech, Inc.

Trademarks and Trademark Applications

<u>Mark</u>	<u>U.S. Reg. No.</u>	<u>Serial No.</u>	<u>Date Filed</u>	<u>Date Registered</u>	<u>International Class</u>
Rentech	2,341,110	75-707,001	05-14-1999	04-11-2000	42

Goods/Services: E ngineering and c onsulting services r elated to construction or operation of process plants for converting natural gas, refinery residues, coal and other carbon-bearing materials into synthetic petroleum products in Class 42 (U.S. Classes 100 and 101).

<u>Mark</u>	<u>Serial No.</u>	<u>Date Filed</u>	<u>Date Published</u>	<u>International Class</u>	<u>Date Notice of Allowance Issued</u>
CTL	76-525,676	06-23-2003	05-11-2004	42	08-03/2004

Goods/Services: Licensing of technology used for converting synthesis gas from carbons into liquid Fischer-Tropsch fuels and other Fischer-Tropsch based products

ASSIGNMENT OF TRADEMARKS

WHEREAS, Rentech, Inc., a Colorado corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to certain intellectual properties, including, but not limited to, the trademarks and service marks listed on Schedule 1.2, the corresponding registrations and applications, and the goodwill associated with those trademarks and service marks;

WHEREAS, the Assignor has entered into a Security Agreement, dated September 17, 2004 ("Security Agreement"), and the Related Agreements as defined in the Securities Purchase Agreement of even date, as each of the same may be amended, modified or restated or supplemented from time to time (collectively, the "Documents"), in favor of Mitchell Technology Investments ("Mitchell");

WHEREAS, pursuant to the Documents, the Assignor has assigned and granted to Mitchell a security interest in all of the intellectual properties and rights of the Assignor, including, but not limited to, all right, title and interest of the Assignor in, to and under all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, corporate names, business names, d/b/a's, Internet domain names, trade styles, designs, logos, proprietary product names or descriptions, designs, other source or business identifiers and all general intangibles of like nature, now existing or hereafter created or acquired, now or hereafter owned, adopted, acquired or used by the Assignor (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, corporate names, business names, d/b/a's, Internet domain names, trade styles, designs, logos, proprietary product names or descriptions, designs and other source or business identifiers described in Schedule 1.2 hereto), all applications therefor and registrations and recordings thereof (including, without limitation, all applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any state or territory thereof, or any other country or political subdivision thereof, including, without limitation, the trademarks and applications therefor listed in Schedule 1.2 hereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of the Assignor relating to the distribution of products and services in connection with which any of such marks are used (collectively, "Trademarks");


WHEREAS, pursuant to the Documents, the Assignor is required to execute and deliver this Assignment of Trademarks to Mitchell;

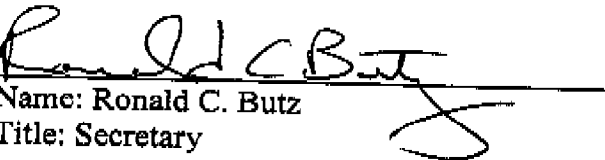
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto Mitchell and grants to Mitchell a continuing security interest in the Trademarks, together with the goodwill associated therewith and all products and proceeds thereof (including, but not limited to, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Assignor does hereby further acknowledge and affirm that the rights and remedies of Mitchell with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademarks to be duly executed by its officer thereunto duly authorized as of September 17, 2004.

Rentech, Inc. a Colorado corporation

By: 
Name: Dennis L. Yakobson
Title: President and Chief Executive Officer

By: 
Name: Ronald C. Butz
Title: Secretary

ACKNOWLEDGED:

Mitchell Technology Investments,
a California general partnership

By: Mitchell Equity Investments,
a California general partnership,
managing general partner

By: 
Name: Jonathan E. Mitchell
Title: General Partner

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 17th day of September, 2004, before me, the undersigned Notary Public, personally appeared Ronald C. Butz, Vice President and Chief Operating Officer and Dennis L. Yakobson, President and Chief Executive Officer of RENTECH, INC., a Colorado corporation, and known to me to be authorized agents of the corporation that executed the Assignment of Trademarks and acknowledged the Assignment of Trademarks to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment of Trademarks and in fact executed the Assignment of Trademarks on behalf of the corporation.

By: Linda D. Kansorka

Resident at 7482 W SARATOGA PL
LITTLETON, CO 80123

Notary Public in and for the State of COLORADO

My commission expires MARCH 23, 2007

