

3/28/05

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Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

03-30-2005



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SHEET OPR/FINANCE

TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
03/08/2005
- Merger
- Change of Name
- Other Termination and Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
03/08/2005

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving 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 If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

03/29/2005 ECDOPER 00000094 76525676

FOR OFFICE USE ONLY

01 FC:0521 (40.00 OP)
02 FC:0522 (25.00 OP)

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 ECDOPER
 03/29/2005
 Refund Total: \$15.00
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
 REEL: 003140 FRAME: 0320

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.

Aileen Law

3/21/2005

Name of Person Signing

Signature

Date Signed

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS, Rentech, Inc., a Colorado corporation ("Rentech") 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 (collectively, the "Documents"), in favor of Mitchell Technology Investments ("Mitchell");

WHEREAS, pursuant to the Documents, Rentech assigned and granted to Mitchell, among other things, a security interest in all of the intellectual properties and rights of Rentech, of whatever nature, now existing or thereafter created or acquired, together with all good will associated therewith, including, but not limited to, all right, title and interest of Rentech in, to and under all domestic and foreign letters patent and all reissues, divisions, continuations, continuations-in-part and extensions or renewals thereof; trademarks; copyrights; licenses; all other proprietary rights and confidential information; techniques, processes, proprietary information, technology, know-how, formulae and other general intangibles of like nature, now existing or hereafter created or acquired, now or hereafter owned, adopted, acquired or used by Rentech; as more specifically described in the Security Agreement dated September 17, 2004 between Rentech and Mitchell, and in the Security Agreement dated September 17, 2000 between Rentech's wholly-owned subsidiary, Rentech Services Corporation and Mitchell (collectively, "Intellectual Property Rights");

WHEREAS, on March 8, 2005, Rentech paid to Mitchell all amounts owed under the Documents;

WHEREAS, Mitchell wishes to release its security interest in Rentech's Intellectual Property Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Mitchell hereby terminates, releases, discharges, and relinquishes any and all security interests it acquired by virtue of the Documents, including the Security Agreement dated September 17, 2004 between Rentech and Mitchell, and the Security Agreement dated September 17, 2004 between Rentech Services Corporation and Mitchell, and further agrees that both Security Agreements are hereby terminated in accordance with their terms. Subject to the foregoing, Mitchell hereby agrees that any right, title or interest of Mitchell in the Intellectual Property Rights and in any other intellectual property of whatever nature of Rentech, and its subsidiary, Rentech Services Corporation, shall hereby cease and become void.

2. In the event that any rights, title or interest in the intellectual property of Rentech, Rentech Services Corporation or any other subsidiaries of Rentech, specifically including OKON, Inc., REN Corporation, and Petroleum Mud Logging, Inc. were conveyed to Mitchell by virtue of either Security Agreement or any other of the Documents, and/or the recordation thereof, Mitchell hereby assigns to Rentech any and all rights, title and interest it has in and to such intellectual property.

3. This Release shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4. This Release shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to the principals of conflicts of law of such state.

IN WITNESS WHEREOF, Mitchell has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed by its officer thereunto duly authorized as of March 8, 2005.

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

ACKNOWLEDGED AND AGREED:

Rentech, Inc., a Colorado Corporation

By: 

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

By: 

Name: Ronald C. Butz
Title: Secretary

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: Engineering and consulting services related 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

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