

08-22-2005

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

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



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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):

CF Industries, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) August 16, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., us Agent

Internal Address: _____

Street Address: 120 South LaSalle

City: Chicago

State: Illinois

Country: USA Zip: 60603

Association Citizenship USA

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Citizenship _____

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)

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)

1,077,216

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: Linda R. Kastner

Internal Address: c/o Latham & Watkins
Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: (312) 876-7628

Fax Number: (312) 993-9767

Email Address: Linda.Kastner@lw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- 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 _____

Authorized User Name _____

9. Signature: *Linda R. Kastner* August 17, 2005

Signature

Date

Linda R. Kastner

Total number of pages including cover sheet, attachments, and document: 6

Name of Person Signing

08/23/2005 BY:RME 00000003 1077216

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

01 FC:4521
02 FC:4522
120.00 OP

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as it may be amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") is entered into as of August 16, 2005, by and between CF Industries, Inc., a Delaware corporation ("Borrower"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Borrower, the Loan Guarantors, the Administrative Agent, and the lenders party thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to enter into and extend credit for the benefit of the Borrower, but only upon the condition, among others, that Borrower shall have executed and delivered to Administrative Agent, for the ratable benefit of Secured Parties, that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower is required to execute and deliver to Administrative Agent, for the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby pledges, assigns, and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of its Trademarks, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Borrower, and whether owned or consigned by or to, or leased from or to, Borrower, and regardless of where located, including, but not limited to those listed on Schedule I hereto (collectively, the "Trademark Collateral").

Notwithstanding the foregoing, "Trademark Collateral" shall not include (i) any Trademark arising under any contracts, licenses or other documents to the extent that the grant of a lien or security interest therein would (A) result in a breach of the terms of, or constitute a default under, such contract, Instrument, license, agreement or other document, (B) give any other party to such contract, Instrument, license, agreement or other document the right to terminate its obligations thereunder pursuant to a valid and

enforceable provision, or (ii) any "intent-to-use" applications for trademark or service mark registrations unless and until an Amendment to Allege Use or Statement of Use has been filed with and accepted by the United States Patent and Trademark Office only if and to the extent that the grant of a security interest therein would adversely affect the validity of such mark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Secured Parties, pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, 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.

CF INDUSTRIES, INC.

By: *Dennis W. Baker*
Name: DENNIS BAKER
Title: TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 003145 FRAME: 0725

IN WITNESS WHEREOF, 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.

CF INDUSTRIES, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Agent

By:  _____

Name:  _____

Title: _____

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 003145 FRAME: 0726

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark Registered – CF Industries, Inc.

Trademark Number - 1,077,216

Dates – issued 11/15/77; renewed 11/15/97; exp. 11/15/2007