

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CF Industries, Inc.		12/21/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77306492	PROMISE	
Serial Number:	77306439	PROMISE	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800, Sears Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda R. Kastner		
Signature:	/lk/		
Date:	12/31/2007		

OP \$65.00 77306492

Total Attachments: 5

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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 December 21, 2007, 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 August 16, 2005 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"), Borrower has executed and delivered to Administrative Agent, for the ratable benefit of Secured Parties, that certain Pledge and Security Agreement dated as of August 16, 2005 (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, Borrower 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: RANDALL W. FRAVEL
Title: TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____
Name: Patrick J. Fravel
Title: Vice President

[Signature Page to Trademark Security Agreement]

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IN WITNESS WHEREOF, Borrower 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 Administrative Agent

By:  _____
Name: Patrick J. Fravel
Title: Vice President

[Signature Page to Trademark Security Agreement]

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark Registered – PROMISE
Trademark Number – 77/306,492

Mark Registered – PROMISE
Trademark Number – 77/306,439