

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
RENTECH, INC.		07/02/2009	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE, Cayman Island Branch		
Street Address:	One Madison Avenue		
Internal Address:	Agency Manager		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2506813	SILVAGAS	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	1585 Broadway		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	19704-014 (SEC AGREEMENT)		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

CH \$40.00 2506813

Date:

07/09/2009

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT NO. 2

This INTELLECTUAL PROPERTY SECURITY AGREEMENT NO. 2 (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated July 2, 2009, is made by RENTECH, INC., a corporation organized under the laws of the State of Colorado ("Holdings") in favor of CREDIT SUISSE, Cayman Islands Branch, as administrative agent for the Lenders and collateral agent for the Secured Parties (the "Agent"). Defined terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Guarantee Agreement (as defined below).

WHEREAS, the Grantor has entered into a Second Reaffirmation and Amendment Agreement dated July 2, 2009 (the "Reaffirmation"), among Rentech Energy Midwest Corporation ("Borrower"), Rentech, Inc. ("Holdings"), the Subsidiaries of Holdings from time to time party thereto (the "Subsidiary Guarantors") and Credit Suisse, Cayman Islands Branch (the "Collateral Agent").

WHEREAS, under the terms of the Reaffirmation, the Grantor has confirmed its grant to the Collateral Agent of, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in or to any and all of the Article 9 Collateral (as defined in the Guarantee Agreement, the "Collateral"), including the following Intellectual Property:

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) all registered copyrights, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the

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foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment or performance, as the case may be, of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Supplement and the Guarantee Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein and, in the event of any conflict between this IP Security Agreement and the Guarantee Agreement, the Guarantee Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RENTECH, INC.

By: D. HARRIS
Name:
Title:

Address for Notices:

SCHEDULE A

I. Patents

Title	Country	Serial Number	Patent Number	Date Filed	Issued	Status
Biomass Gasification System and Method	United States	10/037,980	6,808,543	12/20/2001	10/26/2004	ISSUED
Biomass Gasification System and Method	WIPO	PCT/US2001/050013		12/20/2001	NATIONAL PHASE	NATIONAL PHASE
Biomass Gasification System and Method	Canada	2,433,024		12/20/2001	PENDING	PENDING
Biomass Gasification System and Method	European Patent	1992302.8		12/20/2001	PENDING	PENDING
Biomass Gasification System and Method	Australia	2002232763	2002232763	12/20/2001	11/30/2006	ISSUED
Biomass Gasification System and Method	Japan	552095/2002		12/20/2001	PUBLISHED	PENDING
Biomass Gasification System	United States	11/691,105		3/26/2007	PENDING	PENDING
Biomass Gasification System	WIPO	PCT/US2007/007462		3/26/2007	NATIONAL PHASE	NATIONAL PHASE
Biomass Gasification System	Australia	2007230919		3/26/2007	PENDING	PENDING
Biomass Gasification System	Canada	2,647,267		3/26/2007	PENDING	PENDING
Biomass Gasification System	European	7,754,039		3/26/2007	PENDING	PENDING
Small-Scale High Throughput Biomass Gasification System and Method	United States	09/990,669	6,613,111	11/16/2001	9/2/2003	ISSUED
Small-Scale High Throughput Biomass Gasification System and Method	WIPO	PCT/US2001/043773		11/16/2001	NATIONAL PHASE	NATIONAL PHASE
Small-Scale High Throughput Biomass Gasification System and Method	Australia	2002216717	2002216717	11/16/2001	11/29/2007	ISSUED
Small-Scale High Throughput Biomass Gasification System and Method	Canada	2,429,512		11/16/2001	PENDING	PENDING
Small-Scale High Throughput Biomass Gasification System and Method	European Patent	1996587		11/16/2001	PENDING	PENDING
Small-Scale High Throughput Biomass Gasification System and Method	Japan	543616/2002		11/16/2001	PUBLISHED	PENDING
Method for Hot Gas Conditioning	United States	08/113,167	5,494,653	8/27/1993	2/27/1996	ISSUED
Method for Hot Gas Conditioning	WIPO	PCT/US1996/002651		2/2/1996	NATIONAL	NATIONAL

Integrated Multi-Step Solid/Liquid Separation System for Fischer-Tropsch Process	United States	61/104,816		10/13/2008	PENDING	PENDING
Diesel Activation of Catalyst with Liquid Condensate	United States	61/140,502		12/23/2008	PENDING	PENDING
Slurry Bed Fischer-Tropsch Catalysts With Silica/Alumina Structural Promoters	United States	61/183,840		6/3/2009	PENDING	PENDING
System and Method for Conditioning Biomass-Derived Synthesis Gas	United States	61/166,851		4/6/2009	PENDING	PENDING

SCHEDULE B

Domain Names and Trademarks

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Filing Date</u>
Rentech, Inc.	SilvaGas	United States	2,506,813	January 18, 2001
Rentech, Inc.	SilvaGas Logo	United States	T17533US00	