

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		04/05/2010	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CF Industries, Inc.		
<b>Street Address:</b>	4 Parkway North, Suite 400		
<b>City:</b>	Deerfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60015		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1077216	CF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	kellie.weilbrenner@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: Anita Sinha, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	034710/41		
<b>NAME OF SUBMITTER:</b>	S. Anita Sinha		
<b>Signature:</b>	/S. Anita Sinha/		

CH \$40.00 1077216

**900159193**

**TRADEMARK  
 REEL: 004182 FRAME: 0355**

Date:

04/08/2010

Total Attachments: 4

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 5th day of April, 2010, by JPMORGAN CHASE BANK, N.A., as Agent, located at 120 South LaSalle, Chicago, Illinois, 60603 ("Assignor"), in favor of CF INDUSTRIES, INC., a Delaware corporation, located at 4 Parkway North, Suite 400, Deerfield, IL 60015 ("Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement or Security Agreement, as applicable.

**WHEREAS**, pursuant to that certain Credit Agreement dated as August 16, 2005 by and among Assignee, the Loan Guarantors, Assignor, 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 agreed to enter into and extend credit for the benefit of Assignee, but only upon the condition, among others, that Assignee shall have executed and delivered to Assignor, 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, Assignor and Assignee entered into that certain Trademark Security Agreement, dated as of August 16, 2005 (as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 18, 2005, at Reel 003145/Frame 0722;

**WHEREAS**, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee pledged, assigned, and granted to Assignor, 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 then owned by or owing to, or thereafter acquired by or arising in favor of Assignee, and whether owned or consigned by or to, or leased from or to, Assignee, 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" did 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.

**WHEREAS**, the Assignor and Assignee desire that Assignor terminate and release its security interest in all of Assignees' right, title and interest in and to the Trademark Collateral.

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

Assignor hereby terminates, releases and discharges fully its security interest in all of its right, title and interest in, to and under all of the Trademark Collateral, including but not limited to the Trademarks listed on Schedule I hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademark Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.


Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in or to the Trademark Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor executed and delivered this  
RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the 5<sup>th</sup> day of  
April, 2010.

**ASSIGNOR:**

JPMORGAN CHASE BANK, N.A., as  
Agent

By:   
Name:  
Title:

CF Trademark

**SCHEDULE I TO  
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Mark Registered – CF  
Trademark Number – 1,077,216  
Date issued – 11/15/77

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**RECORDED: 04/08/2010**

**TRADEMARK  
REEL: 004182 FRAME: 0360**