

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/05/2010	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CF Industries, Inc.		
Street Address:	4 Parkway North, Suite 400		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77306492	PROMISE	
Serial Number:	77306439	PROMISE	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	kellie.weilbrenner@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Anita Sinha, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	034710/41		
NAME OF SUBMITTER:	S. Anita Sinha		
Signature:	/S. Anita Sinha/		

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**TRADEMARK**

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 Administrative 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"), Assignee 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 December 21, 2007 (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 December 31, 2007, at Reel 003686/Frame 0832;

**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.

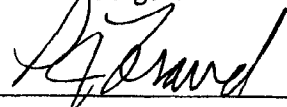
Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title,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

By:   
Name:  
Title:

Promise Trademark

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

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

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

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**RECORDED: 04/08/2010**

**TRADEMARK  
REEL: 004182 FRAME: 0366**