

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
Citicorp North America, Inc.		04/01/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Georgia-Pacific Chemicals LLC		
Street Address:	133 Peachtree St, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2973561	NITAMIN	
Registration Number:	3109032	NITAMIN	
Registration Number:	3307962	NITAMIN NFUSION	
Registration Number:	3412124	NITAMIN NFUSION	
Registration Number:	3140611	STEADY-DELIVERY	
Serial Number:	77448176	THE NEW GREEN	
Registration Number:	3286163	THE OPTIMAL NITROGEN DIET	
CORRESPONDENCE DATA			
Fax Number:	(404)584-1461		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-652-5704		
Email:	bfedwar@gapac.com		
Correspondent Name:	Christine M. Cason		
Address Line 1:	133 Peachtree St, NE		
Address Line 4:	Atlanta, GEORGIA 30303		

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NAME OF SUBMITTER:	Barbara F. Edwards
Signature:	/Barbara F. Edwards/
Date:	04/01/2011
Total Attachments: 7 source=Executed Release of IP#page1.tif source=Executed Release of IP#page2.tif source=Executed Release of IP#page3.tif source=Executed Release of IP#page4.tif source=Executed Release of IP#page5.tif source=Executed Release of IP#page6.tif source=Executed Release of IP#page7.tif	

**RELEASE OF SECURITY INTEREST IN
CERTAIN TRADEMARKS AND PATENTS**

This **RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS AND PATENTS** (this "Release") is given as of this ____ day of April, 2011 by CITICORP NORTH AMERICA, INC., a corporation located at 388 Greenwich Street, New York, NY 10013, as Collateral Agent for the Secured Parties (the "Releasor"), in favor of Georgia-Pacific Chemicals LLC, a Delaware limited liability company located at 133 Peachtree Street, N.E., Atlanta, GA 30303 (collectively, the "Releasee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the respective Security Agreement (as defined below).

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 23, 2005, between Grantors on the one hand, and Releasor on the other hand (the "Trademark Security Agreement"), to secure the payment of the Obligations of Grantors, Grantors granted to Releasor for the ratable benefit of the Secured Parties a security interest in and to, inter alia, (i) all of Grantors' right, title and interest in and to, the trademarks and registrations set forth in Schedule A hereto (the "Trademarks"), (ii) all goodwill of the business connected with the use of and symbolized by such Trademarks, and (iii) all Proceeds of the foregoing (collectively, and together with the related goodwill and Trademarks, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "USPTO") on February 23, 2006, at Reel 3313/Frame 0083;

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of December 23, 2005, between Grantors on the one hand, and Releasor on the other hand (the "Patent Security Agreement," and together with the Trademark Security Agreement, each a "Security Agreement"), to secure the payment of the Obligations of the Grantors, Grantors granted to Releasor for the ratable benefit of the Secured Parties a security interest in and to, inter alia, (i) all of Grantors' right, title and interest in and to, the patents set forth in Schedule A hereto (the "Patents"), and (ii) all Proceeds of the foregoing (collectively, and together with the Patents, the "Patent Collateral", and together with the Trademark Collateral, all as set forth in *Schedule A*, the "IP Collateral");

WHEREAS, the Patent Security Agreement was recorded in the USPTO on February 23, 2006, at Reel 017626/Frame 0205;

WHEREAS, pursuant to that certain Lien Release Request, dated of even date hereof, by Georgia-Pacific LLC ("GP") and the Releasor, GP has requested that the Releasor release the security interest held in the IP Collateral;

WHEREAS, in connection therewith, Releasor has agreed to release and discharge fully its security interest in the IP Collateral and assign, transfer, and grant all of its right, title and interest in the IP Collateral to Releasee.


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

1. **Release**. The Releasor, on behalf of itself and the other parties it represents as Collateral Agent for the Secured Parties, their successors, legal representatives and assigns, hereby terminates, fully discharges and releases in its entirety its security interest in and to the IP Collateral. Releasor hereby reassigns any and all such right, title and interest that it may have in the IP Collateral to the respective Releasee.

2. **Recordation**. The Releasor hereby authorizes and requests the respective Commissioners for Trademarks and Patents of the United States to record this release of the security interest in the IP Collateral.

3. **Further Assurance**. The Releasor hereby agrees to, at the sole expense of the Releasee, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under the rules of the USPTO and Article 9 of the Uniform Commercial Code and other applicable law, and to do such other acts as may be reasonably necessary upon request of the Releasee (or its assignees or designees) to effectuate the release of the security interest contemplated hereby and to confirm this Release and Releasee's (or its assignee's) right, title and interest in and to the IP Collateral.

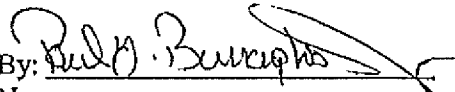
[Signature Page to Follow]



IN WITNESS WHEREOF, Releasor has caused this RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS AND PATENTS to be duly executed as of the date above first written.

RELEASOR

CITICORP NORTH AMERICA, INC., as
Collateral Agent

By: 

Name:

Title:

Paul L. Burroughs, Jr.
Managing Director
Global Industrials Group
388 Greenwich Street
New York, NY 10013
212-816-5053

Schedule A

(see attached)

Trademarks

Trademark Name	Country	Status	Goods	Appl. or Reg. No.	Appl. or Reg. Date
NITAMIN	Argentina	Registered	Fertilizers for domestic, agricultural and commercial use	2110448	9/1/2006
NITAMINA	Argentina	Registered	Fertilizers for domestic, agricultural and commercial use	2110447	9/1/2006
NITAMIN	Australia	Registered	Chemicals used in agriculture, horticulture and forestry; manures; fertilizers for domestic, agricultural, and commercial use	1097966	9/19/2006
NITAMIN & Design	Australia	Registered	Chemicals used in agriculture, horticulture and forestry; manures; fertilizers for domestic, agricultural and commercial use	1189779	3/11/2008
NITAMIN NFUSION	Australia	Registered	Chemicals used in agriculture, horticulture and forestry; manures; fertilizers for domestic, agricultural and commercial use	1189781	3/11/2008
NITAMIN NFUSION & Design	Australia	Registered	Chemicals used in agriculture, horticulture and forestry; manures; fertilizers for domestic, agricultural and commercial use	1189777	3/11/2008
NITAMIN	Brazil	Registered	Fertilizers for domestic, agricultural and commercial use	827504039	10/23/2007
NITAMIN & Design	Brazil	Pending	Fertilizers	9006868783	4/18/2008
NITAMIN NFUSION	Brazil	Pending	Fertilizers	830767282	9/23/2010
NITAMIN NFUSION & Design	Brazil	Pending	Fertilizers	9006868910	4/18/2008
NITAMINA	Brazil	Registered	Fertilizers for domestic, agricultural and commercial use	827504047	10/23/2007
NITAMIN	Canada	Registered	Fertilizers for domestic, agricultural and commercial use	TMA760068	2/24/2010
NITAMIN NFUSION	Canada	Registered	Fertilizer for domestic, agricultural and commercial use	TMA767268	5/19/2010
NITAMIN	Chile	Registered	Fertilizers for domestic, agricultural and commercial use	768343	9/26/2006
NITAMINA	Chile	Registered	Fertilizers for domestic, agricultural and commercial use	768344	9/29/2006
NITAMIN	China	Registered	Fertilizers for domestic, agricultural and commercial use; fertilizer	5186869	6/14/2009

Trademark Name	Country	Status	Goods	Appl. or Reg. No.	Appl. or Reg. Date
NITAMIN	Colombia	Registered	Fertilizers for domestic, agricultural and commercial use	321989	9/26/2006
NITAMIN	Costa Rica	Registered	Fertilizers for domestic, agricultural and commercial use	168229	6/11/2007
NITAMIN	EPO	Registered	Fertilizers for domestic, agricultural, and commercial use	4889796	2/6/2007
NITAMIN	India	Registered	Fertilizers for domestic, agricultural and commercial use	466670	11/18/2005
NITAMIN NFUSION	India	Registered	Fertilizer for domestic, agricultural and commercial use	1501785	3/22/2010
STEADY-DELIVERY	India	Registered	Fertilizers for domestic, agricultural and commercial use	1501787	1/20/2011
NITAMIN	Japan	Registered	Fertilizers for agricultural and gardening use, other fertilizers; plant growth regulating preparations; chemicals.	5004467	11/17/2006
NITAMIN	Mexico	Pending	Fertilizers for medical, agricultural and commercial use	765216	2/10/2006
NITAMIN	Mexico	Pending	Fertilizer	938468	6/4/2008
NITAMIN & Design	Mexico	Pending	Fertilizers for domestic, agricultural and commercial use	1097278	3/31/2010
NITAMIN NFUSION	Mexico	Pending	Fertilizer for domestic, agricultural and commercial use	818061	11/8/2006
NITAMIN NFUSION & Design	Mexico	Pending	Fertilizers for domestic, agricultural and commercial use	1079279	3/31/2010
NITAMINA	Mexico	Pending	Fertilizers for domestic, agricultural and commercial use	795521	7/21/2006
NITAMIN	New Zealand	Pending	Fertilizers	774113	8/17/2007
NITAMIN & Design	New Zealand	Pending	Fertilizers	774114	8/17/2007
NITAMIN NFUSION	New Zealand	Pending	Fertilizers	774120	8/17/2007
NITAMIN NFUSION & Design	New Zealand	Pending	Fertilizers	774120	8/17/2007
NITAMIN	Norway	Registered	Fertilizers for domestic, agricultural and commercial use	234799	9/7/2006
NITAMIN	South Africa	Registered	Fertilizers for domestic, agricultural and commercial use	2005/03442	7/8/2008
NITAMIN	Turkey	Registered	Fertilizers for domestic, agricultural and commercial use	200605671	2/17/2006
NITAMIN	USA	Registered	Fertilizers for domestic, agricultural and commercial use	2,973,561	7/19/2005

Trademark Name	Country	Status	Goods	Appl. or Reg. No.	Appl. or Reg. Date
NITAMIN & Design	USA	Registered	Fertilizers for domestic, agricultural and commercial use	3,109,032	6/27/2006
NITAMIN NFUSION	USA	Registered	Fertilizer for domestic, agricultural and commercial use	3,307,962	10/9/2007
NITAMIN NFUSION & Design	USA	Registered	Fertilizers for domestic, agricultural and commercial use	3,412,124	4/15/2008
STEADY-DELIVERY	USA	Registered	Fertilizer for agricultural use; fertilizer for domestic use; fertilizer for residential and commercial nurseries and greenhouses; fertilizer for residential and commercial landscape construction and landscape maintenance; fertilizer for professional turf application, professional turf management and professional turf maintenance, namely, for use on golf courses, athletic fields and recreational areas.	3,140,611	9/5/2006
THE NEW GREEN	USA	Pending	Fertilizer	77/448,176	4/15/2008
THE OPTIMAL NITROGEN DIET	USA	Registered	Fertilizers for domestic, agricultural and commercial uses	3,286,163	8/28/2007