TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

06/10/2011
900194128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rentech Energy Midwest Corporation		06/10/2011	CORPORATION: DELAWARE
Rentech, Inc.		06/10/2011	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	One Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	75707011	RENTECH
Serial Number:	77254011	RENDIESEL
Serial Number:	77254013	RENJET
Serial Number:	77254008	RENCHEM
Serial Number:	77170198	RENTECH
Serial Number:	77877088	RENPOWER
Serial Number:	76196764	SILVAGAS

CH $190.00 75707011

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 969-3000
Email: trademark@proskauer.com
Correspondent Name: Jenifer deWolf Paine

Address Line 1:	Proskauer Rose LLP
Address Line 2:	Eleven Times Square
Address Line 4:	New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	19704-019 SECURITY AGRMNT
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	06/10/2011

Total Attachments: 5
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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of June 10, 2011, is made by RENTECH ENERGY MIDWEST CORPORATION, a corporation organized under the laws of the State of Delaware (the "Borrower"), RENTECH, INC., a corporation organized under the laws of the State of Colorado ("Parent Holdings"), and each of the Subsidiary Guarantors from time to time party hereto (such Subsidiary Guarantors, together with Parent Holdings and the Borrower, are referred to hereinafter each individually as a "Grantor" and collectively as the "Grantors") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as sole collateral agent for the Secured Parties (the "Collateral Agent"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Collateral Agreement (as defined below).

WHEREAS, the Grantors have entered into a Guarantee and Collateral Agreement, dated as of June 10, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Grantors, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Collateral Agent a security interest in, among other property, certain intellectual property of the Grantors and have agreed, as a condition thereof, to execute this IP Security Agreement for recording with the United States 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in or to the following Intellectual Property (the "Collateral"):

(i) the Patents set forth in Schedule A hereto;

(ii) (A) the Trademarks set forth in Schedule B hereto *provided* that no security interest shall attach to any application for registration of a trademark or service mark with the United States Patent and Trademark Office (or any successor office) on an "intent to use" basis until such time as an amendment to allege use is submitted to and accepted by the United States Patent and Trademark Office (or any successor office), at which point the security interest shall automatically attach to such trademark or service mark), and (B) the goodwill associated therewith or symbolized thereby;

(iii) the Copyrights set forth in Schedule C hereto; and

(iv) all Proceeds of any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment or performance, as the case may be, of all Obligations of the Grantors 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.

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SECTION 3. Recordation. Each 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 Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the Collateral 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, each 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 ENERGY MIDWEST CORPORATION

By: _____
Name: Dan J. Cohrs
Title: Vice President and Treasurer

RENTECH, INC.

By: _____
Name: Dan J. Cohrs
Title: Executive Vice President and Chief Financial Officer

RENTECH DEVELOPMENT CORPORATION

By: _____
Name: Dan J. Cohrs
Title: Executive Vice President and Chief Financial Officer

REMC HOLDINGS, INC.

By: _____
Name: Dan J. Cohrs
Title: Executive Vice President and Chief Financial Officer

RENTECH ENERGY TECHNOLOGY CENTER, LLC

By: _____
Name: Dan J. Cohrs
Title: Executive Vice President and Chief Financial Officer

SILVAGAS CORPORATION

By: _____
Name: Dan J. Cohrs
Title: Executive Vice President and Chief Financial Officer

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REEL: 004583 FRAME: 0722

ACKNOWLEDGED AND AGREED:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: Mikhail Faybusovich
Title: Director

By: _____
Name: VIPUL DHADDA
Title: ASSOCIATE

Schedule B

Trademarks

Grantor	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Rentech, Inc.	RENTECH	United States	75707011	14-MAY-1999	2341110	11-APR-2000
Rentech, Inc.	RENDIESEL	United States	77254011	13-AUG-2007	3640370	16-JUN-2009
Rentech, Inc.	RENJET	United States	77254013	13-AUG-2007	3606797	14-APR-2009
Rentech, Inc.	RENCHEM	United States	77254008	13-AUG-2007	3635976	09-JUN-2009
Rentech, Inc.		United States	77170198	01-MAY-2007	3478893	05-AUG-2008
Rentech, Inc.	RENPOWER	United States	77877088	20-NOV-2009		
Rentech, Inc.		Australia	1203381	10-OCT-2007	1203581	25-OCT-2008
Rentech, Inc.		South Africa	2007/23164	10-OCT-2007		
Rentech, Inc.	RENDIESEL	Canada	136674500	9-OCT-2007	TMA766300	11-May-10
Rentech, Inc.	RENFUEL	Canada	136674800	9-OCT-2007		
Rentech, Inc.	RENJET	Canada	136674700	9-OCT-2007	TMA766301	11-May-10
Rentech, Inc.		Canada	136674400	9-OCT-2007	TMA779040	5-Oct-10
Rentech, Inc.	RENCHEM	Canada	136674600	9-OCT-2007	TMA779607	12-Oct-10
Rentech, Inc.		Community Trademarks	6351779	10-OCT-2007	6351779	13-AUG-2008
Rentech, Inc.	SilvaGas	United States	76495764	18-JAN-2002	2806813	13-NOV-2001

Proskauer

Date: July 14, 2011

Client-Matter: -19704-019

Total Pages (Including Cover): [redacted]

From: Madalyn Basora

Sender's Voice Number: 212-969-4784

Sender's Email: mbasora@proskauer.com

Sender's Room Number: 2133

Fax Number: 571-273-0140

Fax Transmittal

Document ID No.: 900194128

Dear Ms. Theresa Frederick:

Reference is made to the Notice of Non-Recordation of Document dated June 15, 2011. The Security Interest assignment submitted was unacceptable for failure to identify the receiving party's national citizenship or the country of the organization.

In order to record the correct information, we submit the following:

1. The Notice of Non-Recordation of Document dated June 15, 2011.

2. The cover sheet of the assignment indicating the country in which the receiving party, Credit Suisse AG, Cayman Islands Branch, is formed in Switzerland (see page 4 of the cover sheet) and;

3. The executed Intellectual Property Security Agreement for use to support this agreement.

We look forward to receiving the Notice of Recordation in due course.

Sincerely,

Madalyn Basora

Madalyn Basora
Trademark Paralegal

Enclosures

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.

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REEL: 004583 FRAME: 0725

Proskauer»

CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to the Assignment Division of the U.S. Patent and Trademark Office on DATE.

Madalyn Basora

Madalyn Basora

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