

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rentech, Inc.		03/02/2015	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, Administrative Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	COMPANY: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3478893	RENTECH	
Serial Number:	86376185	RENTECH	
Registration Number:	2341110	RENTECH	
Registration Number:	3606797	RENJET	
Registration Number:	4084408	RENPOWER	
Registration Number:	4433199	RENTECH NITROGEN	
CORRESPONDENCE DATA			
Fax Number:			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	lavonnedburke@yahoo.com		
Correspondent Name:	Lavonne B. Hopkins		
Address Line 1:	1001 Fannin, Ste. 2500		
Address Line 2:	Pearland		
Address Line 4:	Houston, TEXAS 77584		
ATTORNEY DOCKET NUMBER:	GSO100/58002		
NAME OF SUBMITTER:	Lavonne B. Hopkins		
SIGNATURE:	/Lavonne B. Hopkins/		
DATE SIGNED:	03/11/2015		

CH \$165.00 3478893

Total Attachments: 4

source=US Trademark Security Agreement (Executed)#page1.tif

source=US Trademark Security Agreement (Executed)#page2.tif

source=US Trademark Security Agreement (Executed)#page3.tif

source=US Trademark Security Agreement (Executed)#page4.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of March 2, 2015, is made by Rentech, Inc., a Colorado corporation (the "Grantor") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent (in such capacity, the "Administrative Agent"), under the Amended and Restated Term Loan Credit Agreement, dated as of February 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RENTECH NITROGEN HOLDINGS, INC. (the "Borrower"), the lenders from time to time party thereto and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor, the Borrower and certain subsidiaries and affiliates of the Borrower, have executed and delivered a Security Agreement, dated as of February 12, 2015, in favor of the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in, inter alia, certain Intellectual Property, including those Trademarks and Trademark Applications set forth on Exhibit A that constitute Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest for Obligations. The Grantor hereby grants a continuing security interest in, all of the Grantor's right, title and interest in, to and under the Trademarks and Trademark Applications constituting Collateral (including, without limitation, those items listed on Exhibit A hereto and all goodwill related thereto) (collectively, the "Trademark Collateral"), to the Administrative Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set

forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


6. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the law of the State of New York, without giving effect to its conflict of laws provisions other than Section 5-1401 of the New York General Obligations Law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officers as of the day and year first above written.

RENTECH, INC

By: _____


Name: Dan J. Cohrs

Title: Chief Financial Officer & Executive Vice
President

[Signature Page to US Trademark Security Agreement]

TRADEMARK
REEL: 005475 FRAME: 0746

Exhibit A**TRADEMARKS AND TRADEMARK APPLICATIONS**

Serial No. or Registration No.	Issue or File Date (Renewal Date, if Applicable)	Mark
3,478,893	5/1/2007	RENTECH and Design
86/376,185	8/25/2014	RENTECH and Design
2,341,110	5/14/1999	RENTECH
3,606,797	8/13/2007	RENJET
4,084,408	11/20/2009	RENPOWER
4,433,199	2/9/2012	RENTECH NITROGEN