

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336165

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:	Bank of Montreal		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3478893	RENTECH	
Registration Number:	2341110	RENTECH	
Registration Number:	3606797	RENJET	
Registration Number:	4084408	RENPOWER	
Registration Number:	4433199	RENTECH NITROGEN	
Serial Number:	86376185	RENTECH	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	562660		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	03/25/2015		

CH \$165.00 3478893

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), effective as of March 2, 2015, is made by Rentech, Inc. (the "*Grantor*") in favor of BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago Branch (the "*Lender*"), as lender under the Credit Agreement, dated as of November 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), between Grantor and Lender.

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, Grantor has executed and delivered a Security Agreement, dated as of March 2, 2015, in favor of the Lender (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 Lender 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 Lender, 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.* Grantor hereby grants a continuing security interest in, all of 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 Lender, 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 Lender 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 Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. *Acknowledgment.* Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender 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, Grantor has caused this Agreement to be duly executed and delivered by its officer as of the day and year first above written.

RENTECH, INC.

By: 

Name: Dan J. Cohrs

Title: Chief Financial Officer &
Executive Vice President

THE SECURED PARTY:

BANK OF MONTREAL

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement (US)]

TRADEMARK
REEL: 005485 FRAME: 0349

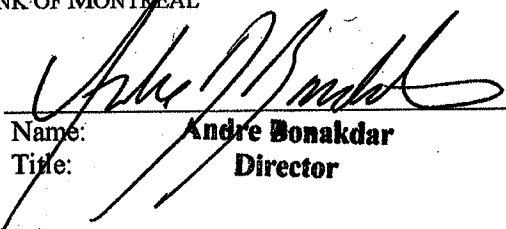
IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer as of the day and year first above written.

RENTECH, INC.

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

THE SECURED PARTY:

BANK OF MONTREAL

By:  _____
Name: Andre Bonakdar
Title: Director

[Signature Page to Trademark Security Agreement (US)]

TRADEMARK
REEL: 005485 FRAME: 0350

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
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
86/376,185	08/25/2014	RENTECH and Design

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Rentech, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of Montreal
Internal Address: 115 South LaSalle Street

Street Address: _____

City: Chicago
State: IL
Country: USA Zip: 60603

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) _____
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document serves as an Oath/Declaration (37 CFR 1.63).
A. Patent Application No.(s)

See Schedule A

Additional numbers attached? Yes No

B. Patent No.(s)

See Schedule A

5. Name and address to whom correspondence concerning document should be mailed:
Name: Corporation Service Company
Internal Address: 1180 Avenue of the Americas, Suite 210

Street Address: 1180 Avenue of the Americas, Suite 210

City: New York
State: New York Zip: 10036
Phone Number: 212-299-5600
Docket Number: _____
Email Address: _____

6. Total number of applications and patents involved: 2
7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____
Authorized User Name _____

9. Signature: *Andrea Gniadek* Signature March 4, 2015 Date

Andrea Gniadek, Project Assistant Name of Person Signing
Total number of pages including cover sheet, attachments, and documents: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "*Agreement*"), effective as of March 2, 2015, is made by Rentech, Inc. (the "*Grantor*") in favor of BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (the "*Lender*") as lender, under the Credit Agreement, dated as of November 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") between Grantor and Lender.

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, Grantor has executed and delivered a Security Agreement, dated as of March 2, 2015, in favor of the Lender (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 Lender a security interest in, inter alia, certain Intellectual Property, including those Patents and Patent 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 Lender, 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.* Grantor hereby grants a continuing security interest in, all of Grantor's right, title and interest in, to and under the Patents and Patent Applications constituting Collateral (including, without limitation, those items listed on Exhibit A hereto) (collectively, the "*Patent Collateral*"), to the Lender, 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 Lender 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 Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. *Acknowledgment.* Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent 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.

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RENTECH, INC.

By: 

Name: Dan J. Cohrs

Title: Chief Financial Officer &
Executive Vice President

THE SECURED PARTY:

BANK OF MONTREAL

By: _____

Name:

Title:

[Signature Page to Patent Security Agreement (US)]

TRADEMARK
REEL: 005485 FRAME: 0355

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

RENTECH, INC.

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

THE SECURED PARTY:

BANK OF MONTREAL

By:  _____
Name: Andre Bonakdar
Title: Director

[Signature Page to Patent Security Agreement (US)]

TRADEMARK
REEL: 005485 FRAME: 0356

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

SERIAL NO.	OWNER	NATURE OF INTEREST	FILING DATE
14/133,126	Rentech, Inc.		12/18/2013
14/612,160	Rentech, Inc.		02/02/2015