

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406335

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CF Industries, Inc.		11/21/2016	Corporation: DELAWARE
CF Industries Enterprises, Inc.		11/21/2016	Corporation: DELAWARE
CF Industries Sales, LLC		11/21/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Administrative Agent
<b>Street Address:</b>	1 New York Plaza
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4218283	CF
Registration Number:	3763733	CF
Registration Number:	3728856	CFINDUSTRIES
Registration Number:	3728857	CF
Registration Number:	3498193	PROMISE
Registration Number:	1077216	CF
Registration Number:	2234501	TERRA NITROGEN
Registration Number:	1529678	
Registration Number:	1529677	TERRA
Registration Number:	1548244	TERRA
Registration Number:	1467827	TERRA
Registration Number:	1473718	TERRA
Registration Number:	1382652	
Registration Number:	1400640	TERRA
Registration Number:	1400639	TERRACENTRE
Registration Number:	1055842	TERRA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1070213	TERRA
Registration Number:	1625488	AMTRATE
Registration Number:	3448910	TERRACAIR
Registration Number:	4180240	TET
Registration Number:	4199299	TET TERRA ENVIRONMENTAL TECHNOLOGIES A C
Registration Number:	4712782	TERRA NITROGEN
Registration Number:	4863433	

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512  
**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.**  
**Phone:** 202-370-4750  
**Email:** ipteam@nationalcorp.com  
**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, LTD  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F166739
<b>NAME OF SUBMITTER:</b>	Theresa Volano
<b>SIGNATURE:</b>	/Theresa Volano/
<b>DATE SIGNED:</b>	11/22/2016

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2016 (this “Agreement”) among the Persons listed on the signature pages hereof, as Grantors, and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (the “Administrative Agent”) for the Secured Parties.

Reference is made to the Pledge and Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) dated as of November 21, 2016 among CF Industries Holdings, Inc. (“Holdings”) and CF Industries, Inc. (the “Lead Borrower”), as Grantors, the other Grantors party thereto and the Administrative Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrowers are set forth in the Third Amended and Restated Revolving Credit Agreement dated as of September 18, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Lead Borrower, the Designated Borrowers from time to time party thereto, the lenders from time to time party thereto (collectively, the “Lenders” and each, a “Lender”), the Issuing Banks party thereto and the Administrative Agent. The Grantors are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and the performance of obligations by the Specified Secured Parties under any Other Arrangements and the undersigned Grantors are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Specified Secured Parties to enter in to such Other Arrangements. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to such terms in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement. For purposes of this Agreement, “Trademarks” means all of the following now directly owned or hereafter directly acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, business names, fictitious business names and all other source or business identifiers, and all general intangibles of like nature, protected under the laws of the United States or any state or political subdivision thereof, as well as any unregistered trademarks and service marks used by a Grantor, (b) all goodwill symbolized thereby or associated with each of them, (c) all registrations and recordings in connection therewith, including all registration and recording applications filed in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, (d) all renewals of any of the foregoing, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Section 2. Grant of Security Interest. As security for the payment or performance in full when due of the Obligations, including each Guaranty of the

Obligations, each Grantor hereby pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now or at any time hereafter directly owned by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) All Trademarks, including those listed on Schedule I hereto; and

(b) to the extent not included in the foregoing, all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything to the contrary in (a) or (b) above, this Agreement shall not constitute a grant of a security interest in any Excluded Property, including any "intent-to-use" trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY**

**CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**


Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

Section 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means (including in .pdf format) shall be effective as delivery of a manually executed counterpart of this Agreement.


[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


CF INDUSTRIES, INC.,  
as the Lead Borrower

By:   
Name: Daniel L. Swenson  
Title: Vice President, Treasurer, and  
Assistant Secretary

CF INDUSTRIES ENTERPRISES, INC.,  
as a Grantor

By:   
Name: Daniel L. Swenson  
Title: Vice President, Treasurer, and  
Assistant Secretary

CF INDUSTRIES SALES, LLC,  
as a Grantor


By:   
Name: Daniel L. Swenson  
Title: Vice President, Treasurer, and  
Assistant Secretary

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MORGAN STANLEY SENIOR  
FUNDING, INC.,  
as Administrative Agent

By:



\_\_\_\_\_  
Name: Anish Shah








Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005926 FRAME: 0473**


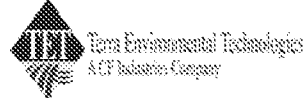


**Schedule I**

**Short Particulars of U.S. Trademark Collateral**

<u>Grantor</u>	<u>Trademark or Service Mark</u>	<u>Date Granted</u>	<u>Registration No. and Jurisdiction</u>
CF Industries, Inc.	CF	10/2/2012	4218283
CF Industries, Inc.		3/23/2010	3763733
CF Industries, Inc.		12/22/2009	3728856
CF Industries, Inc.	CF	12/22/2009	3728857
CF Industries, Inc.	PROMISE	9/9//2008	3498193
			
CF Industries, Inc.		11/15/1977	1077216
CF Industries Sales, LLC <sup>1</sup>	TERRA NITROGEN	3/23/1999	2234501
CF Industries Sales, LLC <sup>2</sup>		3/14/1989	1529678
CF Industries Sales, LLC <sup>3</sup>		3/14/1989	1529677
CF Industries Sales, LLC <sup>4</sup>	<b>Terra</b>	7/18/1989	1548244
CF Industries Sales, LLC <sup>5</sup>		12/8/1987	1467827
CF Industries Sales, LLC <sup>6</sup>	<b>Terra</b>	1/26/1988	1473718
CF Industries Sales, LLC <sup>7</sup>		2/11/1986	1382652
CF Industries Sales, LLC <sup>8</sup>	TERRA	7/8/1986	1400640
CF Industries Sales, LLC <sup>9</sup>	TERRACENTRE	7/8/1986	1400639
CF Industries Sales, LLC <sup>10</sup>	TERRA	1/11/1977	1055842

<sup>1</sup> Owner on file is Terra International Inc.  
<sup>2</sup> Owner on file is Terra International Inc.  
<sup>3</sup> Owner on file is Terra International Inc.  
<sup>4</sup> Owner on file is Terra International Inc.  
<sup>5</sup> Owner on file is Terra International Inc.  
<sup>6</sup> Owner on file is Terra International Inc.  
<sup>7</sup> Owner on file is Terra International Inc.  
<sup>8</sup> Owner on file is Terra International Inc.  
<sup>9</sup> Owner on file is Terra International Inc.  
<sup>10</sup> Owner on file is Terra International Inc.



CF Industries Sales, LLC <sup>11</sup>	TERRA	7/26/1977	1070213
CF Industries Enterprises, Inc. <sup>12</sup>	AMTRATE	12/4/1990	1625488
CF Industries Enterprises, Inc. <sup>13</sup>	TERRACAIR	6/17/2008	3448910
CF Industries Enterprises, Inc. <sup>14</sup>		7/24/2012	4180240
CF Industries Enterprises, Inc. <sup>15</sup>		8/28/2012	4199299
CF Industries Enterprises, Inc. <sup>16</sup>		3/31/2015	4712782
CF Industries Enterprises, Inc. <sup>17</sup>		12/1/2015	4863433

U.S. TRADEMARK APPLICATIONS

None.

<sup>11</sup> Owner on file is Terra International Inc.

<sup>12</sup> Owner on file is Terra Industries, Inc.

<sup>13</sup> Owner on file is Terra Industries, Inc.

<sup>14</sup> Owner on file is Terra Industries, Inc.

<sup>15</sup> Owner on file is Terra Industries, Inc.

<sup>16</sup> Owner on file is Terra Industries, Inc.

<sup>17</sup> Owner on file is Terra Industries, Inc.