

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685893

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A. (as successor-in-interest to Morgan Stanley Senior Funding, Inc. by assignment)		10/28/2021	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CF Industries, Inc.
Street Address:	4 Parkway North
Internal Address:	Suite 400
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	Corporation: DELAWARE
Name:	CF Industries Enterprises, LLC (f/k/a CF Industries Enterprises, Inc.)
Street Address:	4 Parkway North
Internal Address:	Suite 400
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	Limited Liability Company: DELAWARE
Name:	CF Industries Sales, LLC
Street Address:	4 Parkway North
Internal Address:	Suite 400
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4218283	CF
Registration Number:	3763733	CF

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Property Type	Number	Word Mark
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
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: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER: 196480/1

NAME OF SUBMITTER: M. Oren Epstein

SIGNATURE: /OE/

DATE SIGNED: 11/04/2021

Total Attachments: 5

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This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2021 (this “**Termination and Release**”), is made by Citibank, N.A., as Administrative Agent (as successor-in-interest to Morgan Stanley Senior Funding, Inc. by assignment) (the “**Administrative Agent**”) for the Secured Parties, in favor of CF Industries, Inc., CF Industries Enterprises, LLC (f/k/a CF Industries Enterprises, Inc.) and CF Industries Sales, LLC (each, a “**Grantor**” and, collectively, the “**Grantors**”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Pledge and Security Agreement and the Credit Agreement referred to below, as applicable.

A. Reference is made to (i) the Amended and Restated Pledge and Security Agreement, dated as of December 5, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Pledge and Security Agreement**”), among CF Industries Holdings, Inc., the Grantors, the Administrative Agent and certain other parties thereto, (ii) the Trademark Security Agreement (Short-Form), dated as of November 21, 2016 (the “**Existing Trademark Security Agreement**” and as modified by the Assignment (as defined below), and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), among the Grantors and Morgan Stanley Senior Funding, Inc., as assigned to the Administrative Agent by the Assignment of Security Interest in Trademarks, dated as of December 6, 2019 (the “**Assignment**”), among the Grantors and the Administrative Agent (the Trademark Security Agreement together with the Pledge and Security Agreement, the “**Security Agreements**”) and (iii) the Fourth Amended and Restated Credit Agreement, dated as of December 5, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”), among CF Industries Holdings, Inc., CF Industries, Inc., the subsidiary guarantors party thereto and the Administrative Agent.

B. Pursuant to the Pledge and Security Agreement, the Grantors executed the Trademark Security Agreement, and, pursuant to the Security Agreements, as security for the payment or performance in full when due of the Secured Obligations, each Grantor pledged to the Administrative Agent, for the benefit of the Secured Parties, and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all right, title or interest in or to any and all of the following assets and properties then or at any time thereafter directly owned by such Grantor or in which such Grantor then had or at any time thereafter may have acquired any right, title or interest (collectively, the “**Intellectual Property**”): (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.

C. The Existing Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 22, 2016 at Reel/Frame 5926/0467. The Assignment was recorded with the United States Patent and Trademark Office on December 12, 2019 at Reel/Frame 6814/0358.

D. In connection with the release of Collateral from the Liens and security interest created by the Collateral Documents as a result of the satisfaction of the Collateral and Guarantee Release Conditions (as defined in the Credit Agreement), each Grantor has informed

the Administrative Agent of its desire to obtain the release of all right, title and interest of the Administrative Agent, for the benefit of the Secured Parties, in and to the Intellectual Property, including the Security Interest, pledged and granted under the Trademark Security Agreement and Pledge and Security Agreement.

Accordingly, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent does hereby terminate, release, cancel, relinquish and fully discharge any and all liens and security interests it has in and to the Intellectual Property (including the Security Interest), and reassigns, retransfers and reconveys any and all right, title and interest it has in and to the Intellectual Property to the applicable Grantor. At the request and sole expense of the Grantors, the Administrative Agent shall execute and deliver to the Grantors such further documents as the Grantors shall reasonably request to evidence the release of the Administrative Agent's Security Interest in and to the Intellectual Property. This Termination and Release and any further documents, and the performance of any actions by the Administrative Agent hereunder or thereunder, are made without representation or warranty by, or recourse to, the Administrative Agent or any other Secured Party. The Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer record this Termination and Release.

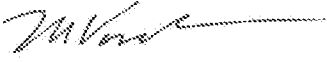
THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Delivery of an executed counterpart of a signature page of this Termination and Release by telecopy or other electronic imaging means (including in .pdf format) shall be effective as delivery of a manually executed counterpart of this Termination and Release.

[Signature Pages Follow]








IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release to be duly executed as of the day and year first above written.

CITIBANK, N.A., as Administrative Agent

By: 
Name: Michael Vondriska
Title: Vice President

[Signature Page to Termination and Release of Trademark Security Agreement]

Schedule I
Short Particulars of U.S. Trademark Collateral

Grantor	Trademark or Service Mark	Date Granted	Registration No. and Jurisdiction
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 ¹	TERRA NITROGEN	3/23/1999	2234501
			
CF Industries Sales, LLC ²		3/14/1989	1529678
CF Industries Sales, LLC ³		3/14/1989	1529677
CF Industries Sales, LLC ⁴	Terra	7/18/1989	1548244
CF Industries Sales, LLC ⁵		12/8/1987	1467827
CF Industries Sales, LLC ⁶	Terra	1/26/1988	1473718
			
CF Industries Sales, LLC ⁷		2/11/1986	1382652
CF Industries Sales, LLC ⁸	TERRA	7/8/1986	1400640
CF Industries Sales, LLC ⁹	TERRACENTRE	7/8/1986	1400639
CF Industries Sales,	TERRA	1/11/1977	1055842

¹ Owner on file is Terra International Inc.

² Owner on file is Terra International Inc.

³ Owner on file is Terra International Inc.

⁴ Owner on file is Terra International Inc.


⁵ Owner on file is Terra International Inc.

⁶ Owner on file is Terra International Inc.

⁷ Owner on file is Terra International Inc.

⁸ Owner on file is Terra International Inc.

⁹ Owner on file is Terra International Inc.

LLC ¹⁰				
CF Industries Sales, LLC ¹¹	TERRA	7/26/1977	1070213	
CF Industries Enterprises, Inc. ¹²	AMTRATE	12/4/1990	1625488	
CF Industries Enterprises, Inc. ¹³	TERRACAIR	6/17/2008	3448910	
CF Industries Enterprises, Inc. ¹⁴		7/24/2012	4180240	
CF Industries Enterprises, Inc. ¹⁵	 Terra Environmental Technology A CF Industries Company	8/28/2012	4199299	
CF Industries Enterprises, Inc. ¹⁶		3/31/2015	4712782	
CF Industries Enterprises, Inc. ¹⁷		12/1/2015	4863433	

U.S. TRADEMARK APPLICATIONS

None.

¹⁰ Owner on file is Terra International Inc.

¹¹ Owner on file is Terra International Inc.

¹² Owner on file is Terra Industries, Inc.

¹³ Owner on file is Terra Industries, Inc.

¹⁴ Owner on file is Terra Industries, Inc.

¹⁵ Owner on file is Terra Industries, Inc.

¹⁶ Owner on file is Terra Industries, Inc.

¹⁷ Owner on file is Terra Industries, Inc.