

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406336

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

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

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	150 East 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

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

ATTORNEY DOCKET NUMBER:	F166739 for 2021
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	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 WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (the “Collateral 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 “Issuer”), as Grantors, the other Grantors party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of the issuance of certain notes by the Issuer are set forth in the Indenture dated as of November 21, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among the Issuer, Holdings and the other Guarantors from time to time party thereto and Wells Fargo Bank, National Association, as Trustee and as Collateral Agent, in connection with the Issuer’s 3.400% Senior Secured Notes due 2021. The Issuer desires to issue the Notes under the Indenture. The Grantors (other than the Issuer) are affiliates of the Issuer, will derive substantial benefits from the issuance of the Notes by the Issuer and are willing to execute and deliver this Agreement in order to facilitate the issuance of the Notes. 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 Indenture 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 Secured Obligations, including each Guarantee of the Secured Obligations pursuant to Article 10 of the Indenture, each Grantor hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral 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 Assets, 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 Secured 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 Collateral 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 Collateral 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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral 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.

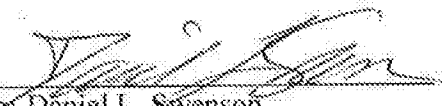
Section 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Collateral Agent and when the Collateral 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 Issuer

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]

TRADEMARK
REEL: 005927 FRAME: 0294

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent








By: 
Name: Gregory S. Clarke
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005927 FRAME: 0295

• **Schedule I to
Trademark Security Agreement Supplement**

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.	 CF	3/23/2010	3763733
CF Industries, Inc.	 OCF Industries	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	 Terra	3/14/1989	1529677
CF Industries Sales, LLC ⁴	Terra	7/18/1989	1548244
CF Industries Sales, LLC ⁵	 Terra	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.


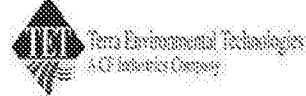


⁵ Owner on file is Terra International Inc.

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		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.