

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding Inc., as Administrative Agent		12/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	388 Greenwich Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
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:	1548244	TERRA	
Registration Number:	1055842	TERRA	
Registration Number:	1625488	AMTRATE	
Registration Number:	4712782	TERRA NITROGEN	
Registration Number:	4863433		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$265.00 4218283

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1162997 TM

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 12/12/2019

Total Attachments: 5

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (“Assignment”), effective as of December 6, 2019, is made by MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent (in such capacity, the “Existing Agent”) under the Existing Agreement (as defined below) and CITIBANK, N.A., as successor Administrative Agent (in such capacity, the “Successor Agent”) under the New Agreement (as defined below), in connection with (i) the PLEDGE AND SECURITY AGREEMENT, by and among CF INDUSTRIES, INC., CF INDUSTRIES ENTERPRISES, INC. and CF INDUSTRIES SALES, LLC (collectively, “CF”) and the other Grantors thereto and the Existing Agent, dated as of November 21, 2016 (the “Existing Agreement”), (ii) the TRADEMARK SECURITY AGREEMENT (SHORT-FORM), entered into by CF and the Existing Agent, dated as of November 21, 2016 (the “Trademark Security Agreement”) and recorded with the United States Patent and Trademark Office (the “USPTO”) on November 22, 2016 at Reel/Frame No. 5926/0467, and (iii) the AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT, dated as of December 5, 2019, by and among the CF and the other Grantors thereto and the Successor Agent (the “New Agreement”). Unless expressly provided otherwise herein, terms defined or that have their meaning provided for in the Existing Agreement, the Trademark Security Agreement or the New Agreement, as applicable, shall have the same meaning when used in this Assignment (including those defined terms incorporated by reference therein).

W I T N E S S E T H

WHEREAS, pursuant to the Existing Agreement and Trademark Security Agreement, CF granted to the Existing Agent, for the benefit of the Secured Parties thereto, a security interest in all of the Collateral, including the Trademark Collateral listed in Schedule A hereto (the “Secured IP”); and

WHEREAS, pursuant to the New Agreement, the Grantors thereto have agreed to grant to the Successor Agent a security interest in the Secured IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Assignment of Security Interest. The Existing Agent hereby assigns to the Successor Agent each of the liens and security interests assigned, pledged, mortgaged or otherwise created in favor of the Existing Agent under the Existing Agreement and Trademark Security Agreement over the Secured IP, and the Successor Agent hereby assumes all such liens and security interests for the benefit of itself and the Secured Parties to the New Agreement.

SECTION 2. Purpose. This Assignment has been executed and delivered by the Existing Agent and Successor Agent for the purpose of recording the assignment of the liens and security interests set forth herein with the USPTO. The liens and security interests referred to herein are expressly subject to the terms and conditions of the Trademark Security Agreement and the New Agreement. The Trademark Security Agreement and the New Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

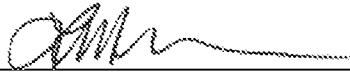
SECTION 3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

SECTION 4. Counterparts. This Assignment 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 Assignment shall become effective when it shall have been executed by the Successor Agent and when the Successor Agent shall have received counterparts hereof which bear the signature of the Existing Agent, 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 Assignment by telecopy or other electronic imaging means (including in .pdf format) shall be effective as delivery of a manually executed counterpart of this Assignment.

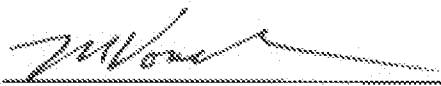
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers as of the day and year first above written.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Existing Agent






By: 
Name: Lisa Hanson
Title: Vice President

CITIBANK, N.A.,
as Successor Agent

By: 
Name: Michael Vondriska
Title: Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
1.	CF	4218283	10/2/2012	CF Industries, Inc.
2.	 CF	3763733	3/23/2010	CF Industries, Inc.
3.	 CF Industries	3728856	12/22/2009	CF Industries, Inc.
4.	CF	3728857	12/22/2009	CF Industries, Inc.
5.	PROMISE	3498193	9/9//2008	CF Industries, Inc.
6.	 Terra	1548244 2017 Instructions to Abandon (Grace Period Ends: 1/18/2020)	7/18/1989	CF Industries Sales, LLC ¹
7.	TERRA	1055842	1/11/1977	CF Industries Sales, LLC ²
8.	AMTRATE	1625488	12/4/1990	CF Industries Enterprises, Inc. ³
9.	 TERRA NITROGEN	4712782	3/31/2015	CF Industries Enterprises, Inc. ⁴
10.		4863433	12/1/2015	CF Industries Enterprises, Inc. ⁵

¹ Owner on file is Terra International Inc.

² Owner on file is Terra International Inc.

³ Owner on file is Terra Industries, Inc.

⁴ Owner on file is Terra Industries, Inc.

⁵ Owner on file is Terra Industries, Inc.