

04-15-2002

U.S. Department of Commerce
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PATENT



4/09/02

102055484
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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☒ New
☐ Resubmission (Non-Recordation)
Document ID#
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Conveyance Type

☐ Assignment ☐ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☒ Other Patent Collateral Agreement
U.S. Government
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☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year
03 25 02

Name (line 1) Mississippi Chemical Corporation

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Harris Trust and Savings Bank, as Agent

Name (line 2)

Address (line 1) 111 West Monroe Street

Address (line 2)

Address (line 3) Chicago

Illinois

60690

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

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04/12/2002 TDIAZ1 00000190 6328099

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Mail documents to be recorded with required cover sheet(s) information to:

PATENT
REEL: 012775 FRAME: 0158

Correspondent Name and Address

Area Code and Telephone Number

Name Reedfax

Address (line 1) Crystal Plaza One

Address (line 2) Suite 1207

Address (line 3) 2001 Jefferson Davis Hwy.

Address (line 4) Arlington, Virginia 22202

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
see Schedule A attached hereto					
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

120.⁰⁰

Method of Payment:
Deposit Account

Enclosed ☐ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

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Authorization to charge additional fees:

Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jane P. Miles

Name of Person Signing

Jane P. Miles
Signature

3/29/02

Date

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

DATE	PATENT NO.	TITLE	INVENTORS
December 11, 2001	6,328,099	Moving Bed Dryer	George Hilt, Donald Thomas
August 14, 2001 (Filing Date)	Filed in USPO Appl # 09/928,439	A Process for Production of Polyasparagine and the High Nitrogen Content Polymer Formed Thereby (Divisional Application)	Zhongxin Ma
April 9, 2001 (Filing Date)	Filed in USPS Appl # 09/827,901	Controlled Release Fertilizers based on Self-Assembled Molecule	Ryan Ma, Donald Thomas, Cori Ciaccio

PENDING U.S. PATENT
APPLICATION NUMBER

TITLE OF APPLICATION

INVENTOR

FILING DATE

NONE



PATENT COLLATERAL AGREEMENT

This 25th day of March, 2002, Mississippi Chemical Corporation, a Mississippi corporation ("Grantor"), with its principal place of business and mailing address at 3622 Highway 49 East, P.O. Box 388, Yazoo City, Mississippi 39194-0388, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as agent (in such capacity, the "Agent") for itself and the banks and other financial institutions (*the "Lenders"*) from time to time parties to the Credit Agreement dated as of November 25, 1997, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Agent, the Lenders and Grantor, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 and its successors and assigns (Harris Trust and Savings Bank in its capacity as such Agent is referred to herein as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A hereto or of any patent licensed under a patent license listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Obligations as set out in that certain Security Agreement dated as of February 24, 2000, among the Grantor, the other Debtors named therein and the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Grantor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

MISSISSIPPI CHEMICAL CORPORATION

By Timothy A Dawson
Name: Timothy A Dawson
Title: Senior Vice President and
Chief Executive Officer

HARRIS TRUST AND SAVINGS BANK, as Agent

By Jennifer Davis
Its VICE PRESIDENT

JENNIFER DAVIS
(Type or Print Name)

SCHEDULE A
TO PATENT COLLATERAL AGREEMENT

PATENT LICENSES

NONE