

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	ASSIGNMENT																				
CONVEYING PARTY DATA																					
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<table border="1"> <tr> <td>Name:</td> <td>Rentech, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>10877 Wilshire Blvd.</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 600</td> </tr> <tr> <td>City:</td> <td>Los Angeles</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90024</td> </tr> </table>		Name:	Rentech, Inc.	Street Address:	10877 Wilshire Blvd.	Internal Address:	Suite 600	City:	Los Angeles	State/Country:	CALIFORNIA	Postal Code:	90024								
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CORRESPONDENCE DATA																					

502002993

PATENT
REEL: 028645 FRAME: 0655

CH \$240.00 13555732

Fax Number: 7132266000
Phone: 713-226-6615
Email: patmail@porterhedges.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Timothy S. Westby
Address Line 1: 1000 Main Street
Address Line 2: 36th Floor
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	011774-2900
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NAME OF SUBMITTER:	Timothy S. Westby
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ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to us by **RENTECH, INC.**, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, **Weibin JIANG; Bruce E. McCOMISH; Bryan C. BORUM; Benjamin H. CARRYER; Mark D. IBSEN; Mark ROBERTSON; Eric R. ELROD; Sim WEEKS; Harold A. WRIGHT**, (“ASSIGNORS”), having made an invention in “*GASIFICATION SYSTEM AND METHOD*”, do hereby ASSIGN, SELL and CONVEY to said **RENTECH, INC.**, a corporation having a business address of 10877 Wilshire Blvd., Suite 600 , Los Angeles, California 90024 (“ASSIGNEE”), its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in “*GASIFICATION SYSTEM AND METHOD*”;
2. United States of America patent application Serial No. 61/512,365, filed July 27, 2011, entitled “*GASIFICATION SYSTEM AND METHOD*”;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by us or our legal representatives, including any continuation, continuation-in-part and any other utility applications that may be based on this invention, whether in the United States of America or any other place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to us or our legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;
6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;
7. The right in ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and

ASSIGNMENT

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8. All international rights of priority associated with said invention, applications, patents, and like protection;

and we covenant that we, and our heirs, legal representatives, assigns, administrators, and executors, will, at the expense of ASSIGNEE, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors and assigns, the full benefit of this Assignment.

EXECUTED on the date indicated below, opposite our signatures.

ASSIGNOR

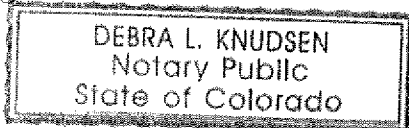
Date: 7/23/2012

[Signature]
Weibin Jiang

THE STATE OF Colorado §
COUNTY OF Adams §

BEFORE ME, the undersigned authority, on this day personally appeared Weibin Jiang, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of July, 2012.

[SEAL] 

[Signature]
Notary Public in and for
the State of Colorado

My Commission Expires:
Aug. 6, 2015

ASSIGNOR

Date: July 23 2012

Bruce E. McComish
Bruce E. McComish

THE STATE OF Colorado §
COUNTY OF Denver §

BEFORE ME, the undersigned authority, on this day personally appeared **Bruce E. McComish**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

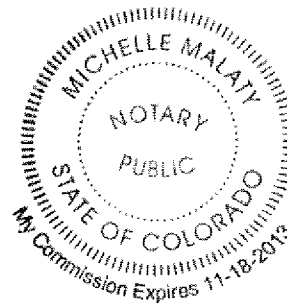
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of July, 2012.

[S E A L]

Michelle Malaty
Notary Public in and for
the State of Colorado

My Commission Expires:


11-18-13



Page 6

ASSIGNOR

Date: 7-23-12



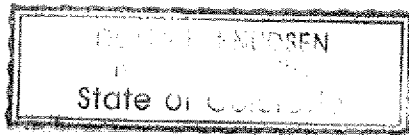
Mark D. Ibsen


THE STATE OF Colorado §
 §
COUNTY OF Adams §

BEFORE ME, the undersigned authority, on this day personally appeared **Mark D. Ibsen**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of July, 2012.

[SEAL]





Notary Public in and for
the State of Colorado

My Commission Expires:
Aug. 6, 2015

ASSIGNOR

Date: 7/23/12

Mark Robertson
Mark Robertson

THE STATE OF Colorado §
COUNTY OF Adams §

BEFORE ME, the undersigned authority, on this day personally appeared **Mark Robertson**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of July, 2012.

[SEAL] DEBRA L. KNUDSEN
Notary Public
State of Colorado

Debra L. Knudsen
Notary Public in and for
the State of Colorado

My Commission Expires:

Aug. 6, 2015

ASSIGNOR

Date: 7/25/2012

Sim Weeks
Sim Weeks

THE STATE OF Georgia §
COUNTY OF Gwinnett §

BEFORE ME, the undersigned authority, on this day personally appeared **Sim Weeks**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of July, 2012.

[SEAL]

PATRICIA KNORTZ
Notary Public
Gwinnett County, Georgia
My Comm. Expires
MAY 31, 2016

Patricia Knortz
Notary Public in and for
the State of Georgia

My Commission Expires:

MAY 31, 2016

ASSIGNOR

Date: 7/24/12

Harold A. Wright
Harold A. Wright

THE STATE OF Colorado §
COUNTY OF Adams §

BEFORE ME, the undersigned authority, on this day personally appeared **Harold A. Wright**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of July, 2012.

[SEAL] 

Debra L. Knudsen
Notary Public in and for
the State of Colorado

My Commission Expires:
Aug. 6, 2015

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Agreement is made as of the 27th day of August 2007 between RENTECH, INC., a Colorado corporation, called the "Company," and ERIC ELROD "Employee."

WITNESSETH:

WHEREAS, the Company is engaged in the highly specialized business of designing and developing the technical and operational know-how of a process capable of converting synthesis gas, a mixture of hydrogen and carbon monoxide derived from coal and other solid and liquid carbon-bearing materials, as well as from industrial gas and natural gas into clean-burning liquid hydrocarbon products, including diesel fuel, aviation fuel, naphtha and other chemicals; and

WHEREAS, Employee has been or is being employed by the Company because of skills and abilities in work which requires the Company to impose the highest degree of trust and confidence in Employee, and Employee recognizes that it is necessary for the Company to safeguard its legitimate proprietary interests either through patents or by holding such information secret or confidential;

NOW, THEREFORE, in consideration of the initiation or continuance of the employment, and of other good and valuable consideration received by Employee, receipt of which is hereby acknowledged, the parties agree as follows:

1. Ownership of Ideas, Inventions and Other Improvements

1.1 All ideas, inventions, trademarks, proprietary information, know-how, processes, designs, systems, techniques and other developments or improvements conceived by the Employee, alone or with others, whether or not during working hours, which are within the scope of the work, business operations, or projects of the Company, during the Employee's employment with the Company, shall be the exclusive property of the Company.

1.2 The Employee agrees to disclose promptly to the Company any and all inventions, discoveries, trademarks, proprietary information, know-how, processes or improvements, patentable or otherwise, which Employee may conceive or make in the performance of Employee's work with the Company from the beginning of Employee's employment until the termination thereof, whether they are made solely or jointly with others. The Employee further agrees to assist the Company, at its sole option and expense, in obtaining patents or trademarks in the United States of America or elsewhere on any such ideas, inventions, trademarks, and other developments which the Employee conceives or makes solely or jointly with others in the performance of the work of the

Company and which the Company may undertake to patent or trademark, and agrees to execute all documents necessary to obtain such patents in the name of the Company.

1.3 Employee's obligations and covenants contained in this Article 1 shall continue in effect after the termination of Employee's employment with respect to all and any inventions, discoveries and improvements made or conceived by Employee during the term of Employee's employment, and this obligation shall be binding upon Employee's assigns, heirs, executors, administrators or other legal representatives.

2. Nondisclosure of Information

2.1 Employee further agrees and covenants that Employee will not at any time, either during Employee's employment or after said employment is terminated, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever, any proprietary information, confidential information, trade secrets or business sensitive information (hereinafter called "Confidential Information") concerning or relating to the business of the Company. Without limiting the generality of the foregoing, the foregoing shall include the items described in Article 1.1, the names of any company customers, its customer lists, the prices it obtains or has obtained or at which it sells or has sold its products or at which it buys or has bought materials, components or other supplies, estimates of the foregoing, sales projections, advertising, personnel history or any other information of, about or concerning the business of the Company, its relations with its employees, including salaries, job classifications, skill levels, and its manner of operation, its inventions, plans, processes, or other data of any kind, nature or description. Notwithstanding these prohibitions, Employee shall be entitled to divulge or authorize others in writing to divulge all information regarding his or her own employment. The parties hereto stipulate that as between them, the foregoing are the exclusive property of the Company and are important, material, confidential, and trade secrets, and gravely affect the successful conduct of the business of the Company and its goodwill, and that any breach of the terms of this paragraph is a material breach hereof.

2.2 Employee agrees that upon termination of Employee's employment for any reason, Employee will deliver to the company in good condition the original and all copies of any records in Employee's possession relating to the Confidential Information described in Articles 1 and 2.1.

2.3 Employee agrees that the terms of this paragraph shall survive the termination of Employee's employment, and Employee shall be bound by its terms at all times subsequent to the termination of Employee's employment for seven (7) years after the execution of this Agreement so long as the Company

continues to conduct the same business or businesses it was conducting during the period of this contract.

3. Non-Competition Covenant. During the term of the Employee's employment by the Company, the Employee shall not, directly or indirectly, render competing services to, or with respect to such services, solicit any customer of the Company, any person or organization, or any person or organization controlled by, controlling, or under common control with such person or organization, who or which is engaged in, or is about to become engaged in, research on or development, production, marketing, or selling of a product, process, or service which substantially resembles and competes with a product, process, or service upon which or with which Employee works or has worked on during Employee's employment by the Company. Notwithstanding the above, the Company understands and agrees that terms of this paragraph apply only to the extent that this paragraph is not inconsistent with applicable Colorado Revised Statutes.

4. It is understood and agreed that this CONFIDENTIALITY AND NON-COMPETE AGREEMENT signed as of the 27th day of August 2007 supercedes and replaces all previous written or oral confidentiality and non-compete agreements and understandings between the parties.

Executed as of the day and year first written above.

Company:


RENTECH, INC.

By:



Richard J. Wesolowski
Vice President-Human Resources

Employee:


Eric Elrod