

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4295309

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the DOCKET NUMBER previously recorded on Reel 040400 Frame 0896. Assignor(s) hereby confirms the SECURITY INTEREST.
CONVEYING PARTY DATA	
Name	Execution Date
CF INDUSTRIES SALES, LLC	11/21/2016
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
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6475259
Patent Number:	6328099
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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:	202-370-4750
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 2026
NAME OF SUBMITTER:	THERESA VOLANO
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	02/28/2017
Total Attachments: 8	
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4153882

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	3	
CONVEYING PARTY DATA		
	Name	Execution Date
	CF INDUSTRIES SALES, LLC	11/21/2016
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	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	6475259
	Patent Number:	6328099
CORRESPONDENCE DATA		
Fax Number:	(800)494-7512	
<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:	202-370-4750	
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 2016	
NAME OF SUBMITTER:	THERESA VOLANO	
SIGNATURE:	/Theresa Volano/	
DATE SIGNED:	11/22/2016	
Total Attachments: 6		
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PATENT SECURITY AGREEMENT
(SHORT-FORM)

PATENT SECURITY AGREEMENT, dated as of November 21, 2016 (this “Agreement”) among the Person listed on the signature pages hereof, as the Grantor, 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 4.500% Senior Secured Notes due 2026. The Issuer desires to issue the Notes under the Indenture. The Grantor is an affiliate of the Issuer, will derive substantial benefits from the issuance of the Notes by the Issuer and is 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, “Patents” means all of the following now directly owned or hereafter acquired and directly owned by the Grantor: (a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including applications in the USPTO or in any similar office or agency of the United States, (b) all reissues, re-examinations, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions or improvements disclosed or claimed therein, (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (d) 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, the 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

(a) All Patents, 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.

Section 3. Termination. This Patent Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of the Grantor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the 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 the Grantor as the Grantor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by the 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 Patent 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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent 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.**

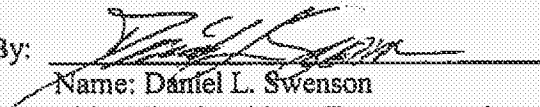
Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral 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 SALES, LLC, as a
Grantor


By: 
Name: Daniel L. Swenson
Title: Vice President, Treasurer and
Assistant Secretary

[Signature Pages to Patent Security Agreement]

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 Pages to Patent Security Agreement]