

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rentech, Inc.		05/30/2008	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch
Street Address:	One Madison Avenue
Internal Address:	Agency Manager
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	75707011	RENTECH
Serial Number:	77254011	RENDIESEL
Serial Number:	77254013	RENJET
Serial Number:	77254008	RENCHEM
Serial Number:	77253997	RENFUEL
Serial Number:	77170198	RENTECH

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 969-3000
 Email: trademark@proskauer.com
 Correspondent Name: Jenifer deWolf Paine
 Address Line 1: Proskauer Rose LLP
 Address Line 2: 1585 Broadway - Trademark File Room
 Address Line 4: New York, NEW YORK 10036-8299

TRADEMARK

900108063

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ATTORNEY DOCKET NUMBER:	19704-014
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	06/04/2008

Total Attachments: 15

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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated May 30, 2008, is made by RENTECH ENERGY MIDWEST CORPORATION, a corporation organized under the laws of the State of Delaware (the "Borrower"), RENTECH, INC., a corporation organized under the laws of the State of Colorado ("Holdings") and each of the Subsidiary Guarantors identified on the signature pages hereof (such Subsidiary Guarantors, together with Holdings and the Borrower, are referred to hereinafter each individually as a "Grantor," and collectively as the "Grantors") in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as administrative agent for the Lenders and collateral agent for the Secured Parties (the "Agent"). Defined terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Guarantee Agreement (as defined below).

WHEREAS, the Grantors have entered into a Guarantee and Collateral Agreement, dated as of May 30, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), together with Collateral Agent and the Subsidiaries from time to time party thereto.

WHEREAS, under the terms of the Guarantee Agreement, the Grantors have granted to the Collateral Agent, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in or to any of the Article 9 Collateral (as defined in the Guarantee Agreement, the "Collateral"), including the following Intellectual Property:

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) all registered copyrights, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment or performance, as the case may be, of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

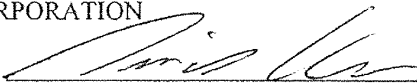
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein and, in the event of any conflict between this IP Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RENTECH ENERGY MIDWEST
CORPORATION

By: 


Name: *MERRICK KEAR*

Title:

Address for Notices:

[Signature Page to IP Security Agreement]


RENTECH, INC.

By: 
Name: MERRICK KERR
Title: CFO

Address for Notices:

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RENTECH DEVELOPMENT CORPORATION

By: 

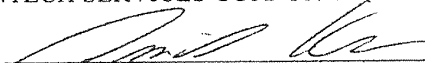
Name: MERRICK KERR

Title:

Address for Notices:

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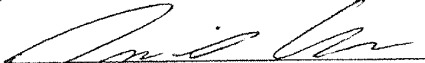
RENTECH SERVICES CORPORATION

By: 
Name: MERRICK KERR
Title:

Address for Notices:

[Signature Page to IP Security Agreement]

RENTECH ENERGY TECHNOLOGY CENTER,
LLC

By: 
Name: *MERRICK KERR*
Title:

Address for Notices:

[Signature Page to IP Security Agreement]

SCHEDULE A

Patents

[See attached]

Rentech Worldwide Patent Portfolio							
Docket No.	Appln Status	Appln No.	File Date	Ctry	Pat No.	Issue Date	Title
2574-00702	Pending	2004279824	07-Oct-2004	AU			Removal Of Cooling Tubes In A Fischer-Tropsch Reactor PCT/AUSTRALIA
2574-01006	Granted	2001296308	25-Sep-2001	AU	2001296308	29-Nov-2007	Integrated Urea Manufacturing Plants And Processes PCT/AUSTRALIA
2574-01202	Allowed	2003256902	07-Aug-2003	AU			Production Of Hydrogen And Higher Hydrocarbons From Feedstocks Low In Hydrogen AU
2574-01611	Granted	60288/94	28-Jan-1994	AU	697448	21-Jan-1999	Process for the Production of Hydrocarbons PCT/AUSTRALIA
2574-01703	Granted	2002316039	09-May-2002	AU	2002316039	07-Jan-2005	Dynamic Settler PCT/AUSTRALIA
2574-01802	Granted	56061/98	15-Dec-1997	AU	720266	07-Sep-2000	Catalyst/Wax Separation Device for Slurry Fischer-Tropsch Reactor PCT/AUSTRALIA
2574-01008	Pending	2,461,685	25-Sep-2001	CA			Integrated Urea Manufacturing Plants And Processes PCT/CANADA
2574-01204	Pending	2,494,900	07-Aug-2003	CA			Production Of Hydrogen And Higher Hydrocarbons PCT/CANADA
2574-01704	Allowed	2,449,033	09-May-2002	CA			Dynamic Settler PCT/CANADA
2574-01803	Allowed	2,274,579	15-Dec-1997	CA			Catalyst/Wax Separation Device for Slurry Fischer-Tropsch Reactor PCT
2574-00705	Published	200480029642 .9	07-Oct-2004	CN			Removal Of Cooling Tubes In A Fischer-Tropsch Reactor PCT/CHINA
2574-01009	Allowed	01823824.6	25-Sep-2001	CN			Integrated Urea Manufacturing Plants And Processes PCT/CHINA
2574-01205	Published	03823901.9	07-Aug-2003	CN			Production Of Hydrogen And Higher Hydrocarbons CHINA
2574-01705	Granted	02810975.9	09-May-2002	CN	CN 1297333C	31-Jan-2007	Dynamic Settler PCT/CHINA
2574-00706	Published	W0020060095 4	07-Oct-2004	ID			Removal Of Cooling Tubes In A Fischer-Tropsch Reactor PCT/INDONESIA
2574-01010	Pending	W0020040552	25-Sep-2001	ID			Integrated Urea Manufacturing Plants and Processes PCT/INDONESIA

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Rentech Worldwide Patent Portfolio							
Docket No.	Appln Status	Appln No.	File Date	Ctry	Pat No.	Issue Date	Title
2574-01706	Granted	W0020030255 7	09-May-2002	ID		09-May-2007	Dynamic Settler PCT/INDONESIA
2574-00707	Pending	979/KOLNP/0 6	07-Oct-2004	IN			Fischer-Tropsch Slurry Reactor Cooling Tube Arrangement PCT/INDIA
2574-01011	Pending	534/KOLNP/0 4	25-Sep-2001	IN			Integrated Urea Manufacturing Plants And Processes PCT/INDIA
2574-01207	Pending	347/KOLNP/0 5	07-Aug-2003	IN			Production Of Hydrogen And Higher Hydrocarbons IN
2574-01610	Granted	271/DEL/94 1099/MUMNP/2003	08-Mar-1994	IN	188,868	21-Jan-2004	Process for the Production of Hydrocarbons INDIA
2574-01707	Published		09-May-2002	IN			Dynamic Settler PCT/INDIA
2574-00600	Granted	10/728,109	04-Dec-2003	US	6,838,487	04-Jan-2005	Method and Apparatus for Regenerating an Iron-Based Fischer-Tropsch Catalyst
2574-00601	Granted	11/005,873	07-Dec-2004	US	7,303,731	04-Dec-2007	Method and Apparatus for Regenerating an Iron-Based Fischer-Tropsch Catalyst
2574-00603	Published	11/874,661	18-Oct-2007	US			Method and Apparatus for Regenerating an Iron-Based Fischer-Tropsch Catalyst
2574-00700	Granted	10/681,823	08-Oct-2003	US	7,108,835	19-Sep-2006	Fischer-Tropsch Slurry Reactor Cooling Tube Arrangement
2574-00800	Pending	11/316,455	21-Dec-2005	US			Improved Method for Providing Auxiliary Power to an Electric Power Plant Using Fischer-Tropsch Technology
2574-00901	Granted	09/924,262	08-Aug-2001	US	6,627,666	30-Sep-2003	Fischer-Tropsch Synthesis Using Industrial Process Off Gas Feedstreams
2574-01000	Granted	09/376,709	17-Aug-1999	US	6,306,917	23-Oct-2001	Processes for the Production of Hydrocarbons, Power and Carbon Dioxide From Carbon-Containing
2574-01002	Granted	09/963,349	25-Sep-2001	US	6,632,846	14-Oct-2003	Integrated UREA Manufacturing Plants and Processes
2574-01003	Granted	10/612,573	01-Jul-2003	US	6,976,362	20-Dec-2005	Integrated Fischer-Tropsch and Power Production Plant with Low CO2 Emissions

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Rentech Worldwide Patent Portfolio							
Docket No.	Appln Status	Appln No.	File Date	Ctry	Pat No.	Issue Date	Title
2574-01100	Published	11/456,962	12-Jul-2006	US			Improved Method for Activitating and Iron Based FT Catalyst
2574-01200	Granted	10/213,896	07-Aug-2002	US	6,809,123	26-Dec-2004	Production of Hydrogen and Higher Hydrocarbons
2574-01301	Granted	09/560,248	27-Apr-2000	US	6,380,268	30-Apr-2002	Plasma Reforming/Fischer-Tropsch Synthesis
2574-01600	Granted	07/867,456	13-Apr-1992	US	5,324,335	28-Jun-1994	Process for the Production of Hydrocarbons
2574-01601	Granted	08/212,735	14-Mar-1994	US	5,504,118	02-Apr-1996	Process for the Production of Hydrocarbons
2574-01602	Granted	08/470,497	06-Jun-1995	US	5,500,449	19-Mar-1996	Process For The Production Of Hydrocarbons
2574-01603	Granted	08/470,495	06-Jun-1995	US	5,506,272	09-Apr-1996	Process for the Production of Hydrocarbons
2574-01604	Granted	08/428,793	24-Apr-1995	US	5,621,155	15-Apr-1997	Process for the Production of Hydrocarbons
2574-01605	Granted	08/470,498	06-Jun-1995	US	5,620,670	15-Apr-1997	Process for the Production of Hydrocarbons
2574-01606	Granted	08/834,837	10-Apr-1997	US	5,763,716	09-Jun-1998	Process For The Production Of Hydrocarbons
2574-01607	Granted	08/307,014	16-Sep-1994	US	5,645,613	08-Jul-1997	Process for the Production of Hydrocarbons
2574-01608	Granted	08/470,496	06-Jun-1995	US	5,543,437	06-Aug-1996	Process for the Production of Hydrocarbons
2574-01700	Granted	09/871,148	29-May-2001	US	6,730,221 B2	04-May-2004	Dynamic Settler
2574-01701	Granted	10/417,107	17-Apr-2003	US	6,712,982 B2	30-Mar-2004	Dynamic Settler
2574-01800	Granted	09/130,457	07-Aug-1998	US	6,068,760	30-May-2000	Catalyst/Wax Separation Device for Slurry Fischer-Tropsch Reactor
2574-01900	Granted	09/870,466	01-Jun-2001	US	6,534,552	18-Mar-2003	Producing Liquid Hydrocarbons from Natural Gas
2574-02001	Granted	11/004,036	03-Dec-2004	US	7,300,642	27-Nov-2007	Process for the Production of Ammonia and Fischer-Tropsch Liquids

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Rentech Worldwide Patent Portfolio							
Docket No.	Appln Status	Appln No.	File Date	Ctry	Pat No.	Issue Date	Title
2574-02002	Pending	11/874,741	18-Oct-2007	US			Process for the Production of Ammonia and Fischer-Tropsch Liquids
2574-05500	Pending	60/955,142	10-Aug-2007	US			Precipitated Iron Catalyst for Hydrogenation of Carbon Monoxide
2574-06400	Pending	60/969,077	30-Aug-2007	US			Improved Iron Catalyst For Slurry Reactors
2574-06500	Pending	60/971,059	10-Sep-2007	US			Hydrogen and Carbon Utilization in Synthetic Fuels Production Plants
2574-06600	Pending	60/972,458	14-Sep-2007	US			Promoted, Attrition Resistant, Silica Supported Precipitated Iron Catalysts
2574-06700	Pending	60/971,093	10-Sep-2007	US			Magnetic Separation Combined with Dynamic Settling for Fischer-Tropsch Processes
2574-06800	Pending	60/972,450	14-Sep-2007	US			Novel Integrated of Intergrated Gasification Combined Cycle Power Plant and coal to Liquid Fuel Facility
2574-06900	Pending	60/972,631	14-Sep-2007	US			Business Integration of Integrated Gasification Combined Cycle Power Plant and Coal to Liquid Fuel Plant
2574-07000	Pending	60/971,280	11-Sep-2007	US			System and Method for Catalyst Loading/Mixing
2574-07100	Pending	60/971,157	10-Sep-2007	US			Commercial Fischer-Tropsch Reactor
2574-07500	Pending	60/972,522	14-Sep-2007	US			Novel Integration of Integration Gasification Combined Cycle Power Plant and Coal to Liquid Fuel Facility
2574-07800	Pending	61/022,566	22-Jan-2008	US			Precipitated Iron Catalyst for Hydrogenation of Carbon Monoxide
2574-07900	Pending	61/028,635	14-Feb-2008	US			Strengthened Iron Catalyst For Slurry Reactors
2574-08100	Pending	61/019,998	09-Jan-2008	US			Ethanol as a Feedstock for a BCTL Facility

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Rentech Worldwide Patent Portfolio							
Docket No.	Appln Status	Appln No.	File Date	Ctry	Pat No.	Issue Date	Title
2574-08500	Pending	61/051,876 PCTUS04329	09-May-2008	US			FT NAPHTHA and FT Diesel as Solvents or Carriers for Pesticides and/or Herbicides
2574-00701	Natl Phase	99 PCTUS06062	07-Oct-2004	WO			Fischer-Tropsch Slurry Reactor Cooling Tube Arrangement PCT
2574-00801	Published	313 PCTUS04021	19-Dec-2006	WO			Improved Method for Providing Auxiliary Power to an Electric Power Plant Using Fischer-Tropsch Technology PCT
2574-01004	Natl Phase	241 PCTUS01300	07-Jan-2004	WO			Intergrated FT And Electric Power Generation Plant With Low CO2 Emissions PCT
2574-01005	Natl Phase	17	25-Sep-2001	WO			Integrated Urea Manufacturing Plants And Processes PCT
2574-01101	Pending	861 PCTUS03248	18-Jul-2006	WO			Improved Method For Activating An Iron Based Fischer-Tropsch Catalyst PCT
2574-01201	Natl Phase	66 PCTUS94005	07-Aug-2003	WO			Production of Hydrogen and Higher Hydrocarbons PCT
2574-01609	Natl Phase	20 PCTUS02118	28-Jan-1994	WO			Process for the Production of Hydrocarbons PCT
2574-01702	Natl Phase	81 PCTUS97231	09-May-2002	WO			Dynamic Settler PCT
2574-01801	Natl Phase	91	15-Dec-1997	WO			Catalyst/Wax Separation Device for Slurry Fischer-Tropsch Reactor PCT

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SCHEDULE B

Domain Names and Trademarks

Grantor	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
Rentech, Inc.	RENTECH	United States	75707011	14-MAY-1999	2341110	
Rentech, Inc.	RENDIESEL	United States	77254011	13-AUG-2007		
Rentech, Inc.	RENJET	United States	77254013	13-AUG-2007		
Rentech, Inc.	RENCEM	United States	77254008	13-AUG-2007		
Rentech, Inc.	RENFUEL	United States	77253997	13-AUG-2007		
Rentech, Inc. 	RENTECH	United States	77170198	01-MAY-2007		
Rentech, Inc. 		Australia	1203381	10-OCT-2007		
Rentech, Inc. 		South Africa	200723164	10-OCT-2007		
Rentech, Inc.	RENDIESEL	Canada	136674500	9-OCT-2007		
Rentech, Inc.	RENFUEL	Canada	136674800	9-OCT-2007		
Rentech, Inc.	RENJET	Canada	136674700	9-OCT-2007		
Rentech, Inc. 		Canada	136674400	9-OCT-2007		
Rentech, Inc.	RENCEM	Canada	136674600	9-OCT-2007		
Rentech, Inc. 		Community Trademarks	6351779	10-OCT-2007		

SCHEDULE C

Copyrights

None.

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