

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |  |                             |                     |
|---|--|-----------------------------|---------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                               |                             |                     |
| NATURE OF CONVEYANCE:   | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                             |                     |
| CONVEYING PARTY DATA  |  |                             |                     |
| Name  | Formerly                                     | Execution Date              | Entity Type         |
| Clearfuels Technology, Inc.   |  | 01/10/2012                  | CORPORATION: HAWAII |
| RECEIVING PARTY DATA  |  |                             |                     |
| Name:   | Rentech, Inc.                                |                             |                     |
| Street Address:   | 10877 Wilshire Boulevard, Suite 710          |                             |                     |
| City:   | Los Angeles                                  |                             |                     |
| State/Country:  | CALIFORNIA                                   |                             |                     |
| Postal Code:  | 90024  |                             |                     |
| Entity Type:  | CORPORATION: COLORADO                        |                             |                     |
| PROPERTY NUMBERS Total: 2   |  |                             |                     |
| Property Type   | Number                                       | Word Mark                   |                     |
| Serial Number:  | 77426262                                     | CLEARFUELS TECHNOLOGY, INC. |                     |
| Serial Number:  | 77944680                                     | CLEARFUELS TECHNOLOGY, INC. |                     |
| CORRESPONDENCE DATA   |  |                             |                     |
| Fax Number:   | (713)226-6397                                |                             |                     |
| Phone:  | 713-226-6000                                 |                             |                     |
| Email:  | TMMail@porterhedges.com                      |                             |                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                             |                     |
| Correspondent Name:   | Jonathan Pierce                              |                             |                     |
| Address Line 1:   | P.O. Box 4744                                |                             |                     |
| Address Line 4:   | Houston, TEXAS 77210-4744                    |                             |                     |
| ATTORNEY DOCKET NUMBER:   | 011795-1600/1607                             |                             |                     |
| NAME OF SUBMITTER:  | Jonathan Pierce                              |                             |                     |
| Signature:  | /jmp/  |                             |                     |

Date:

01/11/2012

**Total Attachments: 3**

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ASSIGNMENT

This Agreement is made by and between Clearfuels Technology, Inc. ("Assignor"), a Hawaiian corporation having a place of business at Suite A454, 99-193 Aiea Heights Drive, Aiea, Hawaii, 96701, and Rentech, Inc. ("Assignee"), a Colorado corporation having a place of business at 10877 Wilshire Boulevard, Suite 710, Los Angeles, California 90024. By this Agreement, Assignor and Assignee agree as follows:

WHEREAS Assignor is the sole owner of the trademarks, service marks, and trade names identified on Exhibit 1 attached hereto;

WHEREAS Assignor desires to assign all rights, title, and interest in and to the Trademarks (as defined below) to Assignee;

WHEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the trademarks, service marks, and trade names identified on Exhibit 1 hereto, including but not limited to all applications, registrations, and common law rights associated with the foregoing (collectively the "Trademarks"), all rights of priority associated with the Trademarks, the good will of Assignor's business in which the Trademarks are used, and/or with that part of the good will of Assignor's business connected with the use of and symbolized by the Trademarks, together with the business of Assignor, or portions thereof, to which the Trademarks pertain, and together with any and all rights and causes of action (including damages recoverable thereby) for past, present, and future unauthorized use of the Trademarks, including but not limited to all rights and causes of action for infringement and unfair competition.

Assignor further covenants and agrees that it and its representatives will, at Assignee's request and expense, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce full the benefits of the rights and interests herein sold, assigned, transferred, and conveyed. This Agreement shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

Assignor represents and warrants that it owns all right, title, and interest in and to the Trademarks, that it has the authority to transfer all of the rights sold, assigned, transferred, and conveyed pursuant to this Agreement, and that it has not licensed anyone to use the Trademarks in any way.

This Assignment is effective as of this 10th day of January, 2012. The undersigned hereby represent and warrant that they have the authority to execute this Agreement behalf of their respect entities.

ASSIGNOR

By: 

Name: ERIC DARMSTAETER

Title: President Clearfuels

**TRADEMARK**

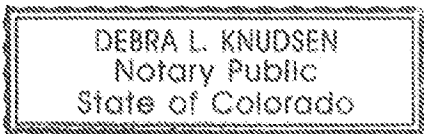
**REEL: 004696 FRAME: 0421**

ASSIGNMENT OF TRADEMARKS - Continued

BEFORE ME, the undersigned, a Notary Public in and for the State of Colorado, on this day personally appeared Eric Demmstaedt known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Clearfuels Technology, Inc. a corporation incorporated under the laws of the State of Hawaii, and that he/she executed the same as the act and deed of such corporation and for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11<sup>th</sup> day of Jan., 2012.

[SEAL]



Debra L. Knudsen  
Notary Public in and for the  
STATE OF Colorado

ASSIGNEE

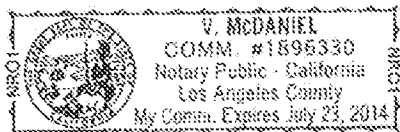
*My commission expires Aug. 6, 2015*

By: Colin Morris  
COLIN MORRIS  
Senior Vice President and General Counsel

BEFORE ME, the undersigned, a Notary Public in and for the State of California, on this day personally appeared COLIN MORRIS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said RENTECH, INC., a Colorado corporation, and that he executed the same as the act and deed of such corporation and for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10<sup>th</sup> day of January, 2012.

[SEAL]



V. McDaniel  
Notary Public in and for the  
STATE OF California

ASSIGNMENT OF TRADEMARKS - Continued

EXHIBIT 1

| Trademark                              | Country       | Appin. No.      | File Date   | Reg. No.      | Reg. Date   |
|--|---------------|-----------------|-------------|---------------|-------------|
| CLEARFUELS TECHNOLOGY, INC. and Design | Brazil        | 029975098       | 19-Sep-2008 |               |             |
| CLEARFUELS TECHNOLOGY, INC. and Design | India         | 1734192         | 19-Sep-2008 |               |             |
| CLEARFUELS TECHNOLOGY, INC. and Design | Indonesia     | J00-2008-034400 | 18-Sep-2008 |               |             |
| CLEARFUELS TECHNOLOGY, INC. and Design | Mexico        | 081983          | 18-Sep-2008 |               |             |
| CLEARFUELS TECHNOLOGY, INC. and Design | Philippines   | 4-2008-011440   | 19-Sep-2008 | 4-2008-011440 | 23-Mar-2009 |
| CLEARFUELS TECHNOLOGY, INC. and Design | Philippines   | 4-2010-010963   | 08-Oct-2010 | 4-2010-010963 | 21-Apr-2011 |
| CLEARFUELS TECHNOLOGY, INC. and Design | Thailand      | 708597          | 19-Sep-2008 | Bor45488      | 22-Jan-2010 |
| CLEARFUELS TECHNOLOGY, INC. and Design | United States | 77426,262       | 19-Mar-2008 | 3,519,971     | 21-Oct-2008 |
| CLEARFUELS TECHNOLOGY, INC. and Design | United States | 77944,690       | 25-Feb-2010 |               |             |