

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		04/30/2012	COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Terra International, Inc.
Street Address:	600 Fourth St.
City:	Sioux City
State/Country:	IOWA
Postal Code:	51101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	875909	T E R R A
Registration Number:	1055842	TERRA
Registration Number:	1070213	TERRA
Registration Number:	1294062	TERRA SYSTEM
Registration Number:	1382652	
Registration Number:	1400639	TERRACENTRE
Registration Number:	1400640	TERRA
Registration Number:	1467827	TERRA
Registration Number:	1473718	TERRA
Registration Number:	1529677	TERRA
Registration Number:	1529678	
Registration Number:	1548244	TERRA
Registration Number:	1556375	
Registration Number:	1564205	TERRA

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Registration Number:	1567421	
Registration Number:	1568053	TERRA
Registration Number:	1572245	TERRA
Registration Number:	1572689	TERRA
Registration Number:	1572690	TERRA
Registration Number:	1573691	TERRA
Registration Number:	1642045	TERRA
Registration Number:	1663394	
Registration Number:	1722524	TERRA
Registration Number:	1722525	TERRA EXPRESS
Registration Number:	2234501	TERRA NITROGEN
Registration Number:	2832692	TERRASOL 28
Registration Number:	2832694	TERRASOL 32
Registration Number:	2832721	TERRASOL THE NEXT BEST THING TO RAIN

CORRESPONDENCE DATA

Fax Number: 9177774104
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-3000
Email: robert.wise@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: 4 Times Square
Address Line 2: Attn: Louis Artime
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	034710/19
NAME OF SUBMITTER:	Louis Artime
Signature:	/Louis Artime/
Date:	05/04/2012

Total Attachments: 5
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TRADEMARK RELEASE

This release of security interest in United States trademarks (this "Release"), effective as of April 30, 2012, is granted by Morgan Stanley Senior Funding, Inc., with principal offices at 1 Pierrepont Plaza, Brooklyn, NY 11201, in its capacity as Collateral Agent for and on behalf of the Secured Creditors (the "Collateral Agent"), to Terra International, Inc., a Delaware corporation (the "Grantor"), as follows:

W I T N E S S E T H:

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, dated as of April 5, 2010, by and among CF Industries, Inc., the Collateral Agent and the other parties thereto (as amended, modified, restated and/or supplemented from time to time, the "Guaranty and Collateral Agreement") and the Grant of Security Interest in United States Trademarks, dated April 26, 2010, by and among the Grantor, Terra Industries Inc. and the Collateral Agent (with the Guaranty and Collateral Agreement, the "Security Documents"), the Grantor has heretofore granted to the Collateral Agent a security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, other than any "intent-to-use" applications for Marks unless and until an Amendment to Allege Use or Statement of Use has been filed with and accepted by the United States Patent and Trademark Office ("PTO") only if and to the extent that the grant of a security interest therein would adversely affect the validity of the mark, (ii) all Proceeds and products of the Marks and (iii) the goodwill of the businesses associated with or symbolized by the Marks (collectively, the "Trademark Collateral"), which security interest was recorded on April 27, 2010 at Reel 4193, Frame 0588 in the PTO; and

WHEREAS, the Collateral Agent wishes to (i) release its security interest in the Trademark Collateral, (ii) restore its right, title and interest in and to the Trademark Collateral to the Grantor and (iii) dissolve any and all liens and encumbrances respecting the Trademark Collateral under the Security Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Collateral Agent hereby terminates, releases, discharges fully, quit claims and relinquishes unto the Grantor its security interest in and lien on the Trademark Collateral, and reassigns and transfers to the Grantor any and all right, title and interest that the Collateral Agent may have in, to or under the Trademark Collateral, in each case, without recourse and without representation or warranty of any kind (implied or express). All capitalized terms used but not defined in this Release shall have the meanings ascribed to them in the Guaranty and Collateral Agreement.

The Collateral Agent hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the PTO and/or (ii) otherwise record or file this Release in any other applicable governmental office or agency in order to provide notice of the release of any security interest of the Collateral Agent in the Trademark Collateral.

This Release shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the 30th day of April, 2012.

MORGAN STANLEY SENIOR FUNDING, INC.
as Collateral Agent

By 
Name: Lisa Kopff
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS:

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
Canada	PRESCRIPTION FOR EXTRA PROFIT	TMA166945	12/19/1969	Terra International, Inc
Canada	TERRA	TMA326056	4/10/1987	Terra International, Inc
Canada	TERRA	TMA232382	3/23/1979	Terra International, Inc
Canada	TERRA	TMA243770	4/25/1980	Terra International, Inc
Canada	TERRA	TMA272059	8/27/1982	Terra International, Inc
Canada	TERRA	TMA387183	8/2/1991	Terra International, Inc
Canada	TERRA	TMA275129	12/24/1982	Terra International, Inc
Canada	TERRA and Design	TMA269169	5/21/1982	Terra International, Inc
Canada	TERRA and Design	TMA361368	10/27/1989	Terra International, Inc
Canada	TERRA and Design	TMA362231	11/3/1989	Terra International, Inc
Canada	TERRA and Design	TMA406412	12/18/1992	Terra International, Inc
Canada	TERRA EXPRESS	TMA475877	5/7/1997	Terra International, Inc
Canada	TERRA EXPRESS and Design	TMA475876	5/7/1997	Terra International, Inc
Canada	TERRAN	TMA266432	2/12/1982	Terra International, Inc
Canada	TERREA	TMA272581	10/8/1982	Terra International, Inc
Canada	TERREX	TMA243769	4/25/1980	Terra International, Inc
Canada	DESIGN ONLY (FURROWS DESIGN)	TMA359260	8/4/1989	Terra International, Inc.
Canada	FURROWS DESIGN	TMA414810	7/23/1993	Terra International, Inc.
Canada	TERRA CHEMICALS	TMA267211	3/12/1982	Terra International, Inc.
Canada	R and Design	TMA297274	11/23/1984	Terra International, Inc.
Canada	RIVERSIDE	TMA284779	11/10/1983	Terra International, Inc.
Mexico	TERRA	570470	2/25/1998	Terra International, Inc.
US	T E R R A and Design	875909	9/2/1989	Terra International, Inc.
US	TERRA	1055842	1/11/1977	Terra International, Inc.
US	TERRA	1070213	7/26/1977	Terra International, Inc.
US	TERRA SYSTEM	1294062	9/11/1984	Terra International, Inc.
US	DESIGN ONLY	1382652	2/11/1986	Terra International, Inc.
US	TERRACENTRE	1400639	7/8/1986	Terra International, Inc.
US	TERRA	1400640	7/8/1986	Terra International, Inc.
US	TERRA and Design	1467827	12/8/1987	Terra International, Inc.
US	TERRA Stylized Letters	1473718	1/26/1988	Terra International, Inc.
US	TERRA and Design	1529677	3/14/1989	Terra International, Inc.
US	DESIGN ONLY (FURROWS DESIGN)	1529678	3/14/1989	Terra International, Inc.
US	TERRA Stylized Letters	1548244	7/18/1989	Terra International, Inc.
US	DESIGN ONLY	1556375	9/19/1989	Terra International, Inc.
US	TERRA	1564205	11/7/1989	Terra International, Inc.
US	DESIGN ONLY	1567421	11/21/1989	Terra International, Inc.
US	TERRA and Design	1568053	11/28/1989	Terra International, Inc.
US	TERRA Stylized Letters	1572245	12/19/1989	Terra International, Inc.
US	TERRA	1572689	12/26/1989	Terra International, Inc.
US	TERRA	1572690	12/26/1989	Terra International, Inc.
US	TERRA and Design	1573691	12/26/1989	Terra International, Inc.
US	TERRA	1642045	4/23/1991	Terra International, Inc.

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
US	DESIGN ONLY (FURROWS DESIGN)	1663394	11/5/1991	Terra International, Inc.
US	TERRA	1722524	10/6/1992	Terra International, Inc.
US	TERRA EXPRESS	1722525	10/6/1992	Terra International, Inc.
US	TERRA NITROGEN	2234501	3/23/1999	Terra International Inc.
US	TERRASOL 28	2832692	4/13/2004	Terra International Inc.
US	TERRASOL 32	2832694	4/13/2004	Terra International Inc.
US	TERRASOL THE NEXT BEST THING TO RAIN	2832721	4/13/2004	Terra International Inc.
US State Georgia	RIVERSIDE Stylized Letters	T6722	4/21/1986	Terra International, Inc.