

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Constar International Inc.	09/03/2008

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7347339
Patent Number:	D541658
Patent Number:	D538663
Patent Number:	D534803
Patent Number:	D529386
Application Number:	11623802
Application Number:	11862698
Application Number:	10594873
Application Number:	11676058
Application Number:	11354661

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2123108000

Email: kristopher.villarreal@weil.com, suzanne.inglis@weil.com

PATENT

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REEL: 021489 FRAME: 0813

CH \$400.00 7347339

Correspondent Name: Kristopher Villarreal c/o Weil Gotshal
Address Line 1: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:

35899.0219.RD

NAME OF SUBMITTER:

Kristopher Villarreal

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 3, 2008, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp USA, Inc. ("Citi"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 11, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CONSTAR INTERNATIONAL INC. (the "Borrower"), the Lenders and Issuers party thereto and Citi, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or continuations-in-part of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

Section 3. Security Agreement

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

CONSTAR INTERNATIONAL INC.,
as Grantor


By: 

Name: Walter Sobon

Title: EVP & Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Administrative Agent

By: 
Name: David Jaffe
Title: Director and Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patent Registrations

REGISTERED PATENTS

Patent Title	Patent No./ Publication No.	Issue Date/ Publication Date	App. No./ App. Date	Owner (Assignee)	Status/ Comments
HOT-FILLABLE CONTAINER	20080169266	7/17/08	11/623802 1/17/07	CONSTAR INTERNATIONAL, INC	ACTIVE
CONTAINER HOOP SUPPORT	20080093329	4/24/08	11/862698 9/27/07	CONSTAR INTERNATIONAL, INC	ACTIVE
HOT-FILL BOTTLE HAVING FLEXIBLE PORTIONS	20080087628	4/17/08	10/594873 3/30/05	CONSTAR INTERNATIONAL, INC	ACTIVE
HOT-FILL BOTTLE HAVING FLEXIBLE PORTIONS	7347339	3/25/08	11/091564 3/28/05	CONSTAR INTERNATIONAL, INC	ACTIVE
HOT-FILL CONTAINER CAPABLE OF INTERNAL PRESSURIZATION	20070187355	8/16/07	11/676058 2/16/07	CONSTAR INTERNATIONAL, INC	ACTIVE
CONTAINER	D541658	5/1/07	29/221013 1/10/05	CONSTAR INTERNATIONAL, INC	ACTIVE
CONTAINER PORTION	D538663	3/20/07	29/233379 7/1/05	CONSTAR INTERNATIONAL, INC	ACTIVE

CONTAINER	D534803	1/9/07	29/217238 11/15/04	CONSTAR INTERNATIONAL, INC	ACTIVE
CONTAINER PORTION	D529386	10/3/06	29/222637 2/2/05	CONSTAR INTERNATIONAL, INC	ACTIVE
OXYGEN SCAVENGING COMPOSITIONS AND PACKAGING COMPRISING SAID COMPOSITIONS	20060180790	8/17/06	11/354661 2/15/06	CONSTAR INTERNATIONAL, INC	ACTIVE