

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Constar International Inc.	11/20/2008
RECEIVING PARTY DATA	
Name:	Citicorp USA, Inc.
Street Address:	388 Greenwich Street, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29320846
Application Number:	29320844
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	kristopher.villarreal@weil.com, phyllis.depaola@weil.com
Correspondent Name:	Weil,Gotshal& Manges c/o Kris Villarreal
Address Line 1:	767 5th Avenue
Address Line 4:	New York, NEW YORK 10153
ATTORNEY DOCKET NUMBER:	35899.0219K.VILLARREAL
NAME OF SUBMITTER:	Kristopher Villarreal
<p>Total Attachments: 7</p> <p>source=CONSTARREVISED#page1.tif</p> <p>source=CONSTARREVISED#page2.tif</p> <p>source=CONSTARREVISED#page3.tif</p> <p>source=CONSTARREVISED#page4.tif</p>	

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November 20, 2008, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*CUSA*"), 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 CUSA, 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: 

Walter S. Sobon
Executive Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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CONSTAR INTERNATIONAL INC.
as Grantor

By: 

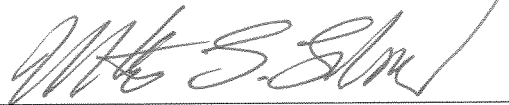
Walter S. Sobon
Executive Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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Very truly yours,

CONSTAR INTERNATIONAL INC.
as Grantor

By: 
Walter S. Sobon
Executive Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**Schedule I
to
Patent Security Agreement**

Patent Registrations

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

<u>Case Number/ Subcase Country Name</u>	<u>Case Type</u>	<u>Application Number/Date</u>	<u>Assignee Name</u>	<u>Agent Name</u>	<u>Title</u>	<u>Status/ Expiration Date</u>
A0632/USD1 United States of America	DES	29/320846 07-Jul-2008	Constar International Inc.	Woodcock Washburn	Tower Bottle	Pending Agent Ref: CNST- 3724
A0632/USD2 United States of America	DES	29/320844	Constar International Inc.	Woodcock Washburn	Tower Bottle	Pending Agent Ref: CNST- 3726

C. PATENT LICENSES

None.

[SCHEDULE I TO PATENT SECURITY AGREEMENT]