

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
Citibank, N.A., as Administrative Agent and Collateral Agent	03/03/2009

RECEIVING PARTY DATA

Name:	Lyondell Chemical Technology, L.P.
Street Address:	1221 McKinney Street
Internal Address:	Suite 700
City:	Houston
State/Country:	TEXAS
Postal Code:	77010

Name:	Equistar Chemicals, LP
Street Address:	1221 McKinney Street
Internal Address:	Suite 700
City:	Houston
State/Country:	TEXAS
Postal Code:	77010

Name:	Houston Refining LP
Street Address:	1221 McKinney Street
Internal Address:	Suite 700
City:	Houston
State/Country:	TEXAS
Postal Code:	77010

Name:	Basell USA Inc.
Street Address:	2 Righter Parkway
Internal Address:	Delaware Corporate Center II, Suite 300
City:	Wilmington
State/Country:	DELAWARE

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PATENT  
REEL: 022542 FRAME: 0295

CH \$240.00 7314545

Postal Code:	19803
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Name:	Millennium Chemicals Inc.
Street Address:	4001 Kennett Pike
Internal Address:	Two Greenville Crossing, Suite 238
City:	Greenville
State/Country:	DELAWARE
Postal Code:	19807

Name:	Millennium Petrochemicals Inc.
Street Address:	1221 McKinney Street
Internal Address:	Suite 700
City:	Houston
State/Country:	TEXAS
Postal Code:	77010

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7314545
Application Number:	11541769
Patent Number:	7392988
Application Number:	11407739
Application Number:	11810605
Application Number:	11823188

CORRESPONDENCE DATA

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-408-3121 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	948929-25
NAME OF SUBMITTER:	Jean Paterson

Total Attachments: 7  
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**PATENT**  
**REEL: 022542 FRAME: 0296**

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## PATENT SECURITY AGREEMENT

(Patents, Patent  
Applications and Patent Licenses)

March 3, 2009

WHEREAS, Lyondell Chemical Technology, L.P., a Delaware limited partnership, and Equistar Chemicals, LP, a Delaware limited partnership (together, herein referred to as the "Grantors") own, or in the case of licenses are a party to, the Patent Collateral (as defined below);

WHEREAS, LYONDELL CHEMICAL COMPANY, a Delaware corporation, as a Borrower and as Borrowers' Agent; EQUISTAR CHEMICALS, LP, a Delaware limited partnership, HOUSTON REFINING LP, a Delaware limited partnership, BASSELL USA INC., a Delaware corporation and MILLENNIUM CHEMICALS INC., a Delaware corporation, and MILLENNIUM PETROCHEMICALS INC., a Virginia corporation, each as a Borrower (collectively, the "Borrowers"), the other US Guarantors party thereto, Citibank, N.A. as Administrative Agent and Collateral Agent, Citibank, N.A. as Fronting Bank and the other agents and parties thereto have entered into that Debtor-In-Possession Credit Agreement dated as of March 3, 2009 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of March 3, 2009 (as amended and/or supplemented from time to time, the "Security Agreement") among the Borrowers, the US Guarantors party thereto and Citibank, N.A. as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantors have secured certain of their obligations and guaranteed certain obligations of the other Borrowers and secured such guarantee (the "Secured Obligations") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantors, including all right, title and interest of the Grantors in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby pledge and grant to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or hereafter acquired:

- (i) each Patent owned by the Grantors, including, without limitation, each Patent or Patent application identified in Schedule I hereto;

(ii) each Patent License to which the Grantors are a party; and

(iii) all Grantors' claims for, and rights to sue for, past, present or future infringements of any Patent (including, without limitation, any Patent owned by the Grantors and identified in Schedule 1), and all income, royalties, damages and payments now or hereafter due or payable with respect to any such Patent, including damages and payments for past, present or future infringements thereof, and all rights and benefits of the Grantors under any Patent License (including, without limitation, any Patent License identified in Schedule 1).


The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral 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 in their entireties.

Unless otherwise defined herein or the context otherwise requires, terms used in this agreement have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

In the event of any inconsistency between the terms or conditions of this Patent Security Agreement and the terms and conditions of the Security Agreement or Credit Agreement, the terms and conditions of the Security Agreement or Credit Agreement, as applicable, shall control.

IN WITNESS WHEREOF, the Grantors have caused this Patent Security Agreement to be duly executed by their officer thereunto duly authorized as of the day first above written.


LYONDELL CHEMICAL TECHNOLOGY, L.P

By:   
Name: Alan Bigman  
Title: Authorized Person

{SIGNATURE PAGE TO PATENT SECURITY GRANT (ABL.)}

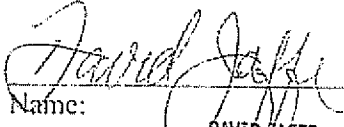
**PATENT**  
**REEL: 022542 FRAME: 0300**

EQUISTAR CHEMICALS, LP

By:   
Name: Alan Bigman  
Title: Authorized Person

[SIGNATURE PAGE TO PATENT SECURITY GRANT (ABL)]

Citibank, N.A., as Collateral Agent

By   
Name: DAVID JAFFE  
Title: Director/Vice President

[SIGNATURE PAGE TO PATENT SECURITY GRANT (ABI)]



Schedule 1  
to Patent  
Security Agreement

LYONDELL CHEMICAL TECHNOLOGY, L.P. and EQUISTAR  
CHEMICALS, LP

PATENTS AND PATENT APPLICATIONS

App. No./Patent No.	Title
7314545	DESULFURIZATION PROCESS
11/541769	THERMAL CRACKING VAPORIZATION UNIT CONSTRUCTION
7392988	ROTARY SEAL
11/407739	UPGRADING DRIP OIL
11/810605	HYDROCARBON THERMAL CRACKING USING HARDFACED FITTINGS
11/823188	SAMPLING METHOD