

**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
SABIC INNOVATIVE PLASTICS IP B.V.	06/16/2009

**RECEIVING PARTY DATA**

Name:	Citibank, N.A., as Collateral Agent
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013

**PROPERTY NUMBERS Total: 122**

Property Type	Number
Application Number:	12116568
Application Number:	12059217
Application Number:	12099809
Application Number:	12099814
Application Number:	12169732
Application Number:	12138705
Application Number:	12347423
Application Number:	12347337
Application Number:	12347221
Application Number:	61121663
Application Number:	12194199
Application Number:	12194097
Application Number:	12194136
Application Number:	12194008
Application Number:	12255140

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Application Number:	11968841
Application Number:	12346100
Application Number:	12256756
Application Number:	12022420
Application Number:	12346012
Application Number:	12035107
Application Number:	12140841
Application Number:	61120647
Application Number:	61079633
Application Number:	12344714
Application Number:	12034376
Application Number:	12130237
Application Number:	12129957
Application Number:	12144055
Application Number:	12144111
Application Number:	12347227
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Application Number:	12339151
Application Number:	61051074
Application Number:	61037926
Application Number:	61092190
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Application Number:	61153140
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Application Number:	61038156
Application Number:	61055627
Application Number:	61055631
Application Number:	12329676
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Application Number:	12424447
Application Number:	12338396
Application Number:	12267663
Application Number:	12241296
Application Number:	12208556
Application Number:	12255694

Application Number:	12267088
Application Number:	61060169
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Application Number:	12264352
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Application Number:	12272136
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Application Number:	61075829
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Application Number:	12255691
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Application Number:	61031080
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Application Number:	12241240
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Application Number:	12234821
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Application Number:	12239908
Application Number:	12240112

Application Number:	12324060
Application Number:	12238683
Application Number:	12234243
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Application Number:	12273132
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Application Number:	12332978
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Application Number:	12338229
Application Number:	12140694
Application Number:	12142861
Application Number:	12146709
Application Number:	12020634
Application Number:	12020683
Application Number:	12237408
Application Number:	12338462
Application Number:	12237410
Application Number:	12277423
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Application Number:	12274873
Application Number:	12263719
Application Number:	12264521
Application Number:	12420366
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Application Number:	12208365
Application Number:	12297512
Application Number:	12339987
Application Number:	12339920
Application Number:	12347542
Application Number:	12346108
Application Number:	12346207
Application Number:	12346138
Application Number:	12346064
Application Number:	61106826

Application Number:	12346280
Application Number:	12346243

**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: jberg@cscinfo.com  
Correspondent Name: Jean Paterson  
Address Line 1: 1090 Vermont Avenue, NW  
Address Line 2: Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	039316-5-10
NAME OF SUBMITTER:	Jean Paterson

**Total Attachments: 6**  
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source=06-18-09 SABIC INNOVATIVE PLASTICS IP (2)#page5.tif

## PATENT SECURITY AGREEMENT SUPPLEMENT

PATENT SECURITY AGREEMENT SUPPLEMENT, dated as of June 16, 2009 (the "Patent Security Agreement Supplement"), among SABIC Innovative Plastics IP B.V. (the "Grantor"), in favor of CITIBANK, N.A., in its capacity as Collateral Agent under (1) the U.S. ABL Security Agreement (in such capacity the "ABL Collateral Agent") dated as of August 31, 2007 and (2) the U.S. Term Loan Security Agreement (in such capacity the "Term Loan Collateral Agent" and with the ABL Collateral Agent, the "Collateral Agents") dated as of August 31, 2007 (the U.S. ABL Security Agreement and the U.S. Term Loan Security Agreement together, the "Collateral Agreements").

WHEREAS, reference is made to that certain Intercreditor Agreement dated as of August 31, 2007 (the "Intercreditor Agreement"), and entered into by and between the ABL Collateral Agent and the Term Loan Collateral Agent;

WHEREAS, pursuant to the ABL Credit Agreement, dated August 31, 2007 and the Term Loan Credit Agreement, dated August 29, 2007, as applicable (ABL Credit Agreement and Term Loan Credit Agreement together the "Credit Agreements") and that certain Intellectual Property Security and Sub-Agent Appointment Agreement, dated March 7, 2008 and effective as of August 31, 2007 (the "IP Security Agreement"; capitalized terms used but not defined herein having the meanings assigned to such terms in the IP Security Agreement, Credit Agreements and Collateral Agreements), the Grantor granted to the Collateral Agents a security interest in and to all of Grantor's right, title and interest in and to the Collateral; and

WHEREAS, under the terms of the Credit Agreements and the Collateral Agreements, the Grantor has granted to the Collateral Agents, for the ratable benefit of the Secured Parties, a security interest in the Additional Patents (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this Patent Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor agrees, for the benefit of the Collateral Agents and the Secured Parties, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby grants unto the Collateral Agents a security interest in all right, title and interest of the Grantor, in or to the patents and patent applications set forth on Schedule A hereto.

SECTION 2. Recordation. The Grantor authorizes and requests that the United States Commissioner for Patents and any other applicable officer in any successor office or any similar office in any other country record this Patent Security Agreement Supplement, if applicable, in accordance with the Credit Agreements.

SECTION 3. Execution in Counterparts. This Patent Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall

be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Patent Security Agreement Supplement has been entered into conjunction with the provisions of the Collateral Agreements and the Intercreditor Agreement. The Grantor does hereby acknowledge and confirm that the rights and remedies of each Collateral Agent are more fully set forth in the Collateral Agreements and the Intercreditor Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is in conflict with any of the Collateral Agreements and the Intercreditor Agreement, the provisions of the Collateral Agreements or the Intercreditor Agreement, as the case may be, shall govern.

SECTION 5. Governing Law. This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York without regards to conflicts of laws principles.

*(Signature page follows)*

IN WITNESS WHEREOF, the Grantor has executed this Patent Security Agreement as an instrument as of the date first written above.

SABIC INNOVATIVE PLASTICS IP B.V.

By:   
Name: John K. Abokhair  
Title: Managing Director



Acknowledged and Agreed:

CITIBANK, N.A as  
Collateral Agent under the Term Loan Security Agreement<sup>1</sup>

By: David Jaffe  
Name: DAVID JAFFE  
Title: Director/Vice President

CITIBANK, N.A as  
Collateral Agent under the ABL Security Agreement

By: David Jaffe  
Name: DAVID JAFFE  
Title: Director/Vice President

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<sup>1</sup> Only Term Loan Collateral Agent shall be named as secured party in the USPTO filings.

SCHEDULE A  
to  
PATENT SECURITY AGREEMENT SUPPLEMENT