

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Basell North America Inc.	03/03/2009
<b>RECEIVING PARTY DATA</b>	
Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	6365685
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(212)455-2502
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ATTORNEY DOCKET NUMBER:	094677/0037
NAME OF SUBMITTER:	Mindy M. Lok
Total Attachments: 5 source=BNAPSI#page1.tif source=BNAPSI#page2.tif source=BNAPSI#page3.tif source=BNAPSI#page4.tif	

OP \$40.00 6365685

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**PATENT  
 REEL: 023449 FRAME: 0603**



# PATENT SECURITY AGREEMENT

## (Patents, Patent Applications and Patent Licenses)

March 3, 2009

WHEREAS, Basell North America Inc., a Delaware corporation (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, LYONDELLBASELL INDUSTRIES AF S.C.A., a company existing under the laws of the Grand Duchy of Luxembourg, LYONDELL CHEMICAL COMPANY, a Delaware corporation, BASELL USA INC., a Delaware corporation, EQUICSTAR CHEMICALS, LP, a Delaware limited partnership, HOUSTON REFINING LP, a Delaware limited partnership, 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, the Foreign Guarantors party thereto, UBS AG, Stamford Branch, as Administrative Agent and Collateral Agent, and each NM Lender and Roll-Up Lender party thereto from time to time 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 UBS AG, Stamford Branch, as Collateral 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 Grantor has guaranteed certain obligations of the Borrowers and secured such guarantee (the "**Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor 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 Grantor hereby pledges and grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's 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 Grantor, including, without limitation, each Patent or Patent application identified in Schedule 1 hereto;

(ii) each Patent License to which the Grantor is a party; and

(iii) all Grantor's claims for, and rights to sue for, past, present or future infringements of any Patent (including, without limitation, any Patent owned by the Grantor 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 Grantor 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 Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms 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 Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the day first above written.

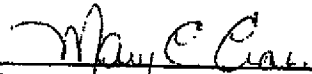
BASELL NORTH AMERICA, INC.


By:   
Name: Alan Bigman  
Title: Authorized Person

[SIGNATURE PAGE TO PATENT SECURITY GRANT (TERM LOAN)]

**PATENT**  
**REEL: 023449 FRAME: 0607**

UBS AG, STAMFORD BRANCH, as  
Collateral Agent

By:   
Name: Mary Evans  
Title: Associate Director

By:   
Name: Irja R. Otsa  
Title: Associate Director

[SIGNATURE PAGE TO PATENT SECURITY GRANT (TERM LOAN)]

**Schedule 1  
to Patent  
Security Agreement**

**BASELL NORTH AMERICA INC.**

**PATENTS**

<b>App. No./Patent No.</b>	<b>Title</b>
6365685	Process for the preparation of random Propylene copolymers and products obtained thereof