

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
UBS AG, Stamford Branch, as Collateral Agent	04/30/2010

RECEIVING PARTY DATA

Name:	Lyondell Chemical Technology, L.P.
Street Address:	4001 Kennett Pike, Suite 220
Internal Address:	Two Greenville Crossing
City:	Greenville
State/Country:	DELAWARE
Postal Code:	19807

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

PROPERTY NUMBERS Total: 6

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

CORRESPONDENCE DATA

501167181

PATENT
REEL: 024337 FRAME: 0157

CH \$240.00 7314545

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 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

UBS-LYONDELL-21

NAME OF SUBMITTER:

Jean Paterson

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN THE RELEASED PATENTS

THIS RELEASE OF SECURITY INTEREST IN THE RELEASED PATENTS (this "Release"), made as of April 30, 2010, is granted by UBS AG, Stamford Branch, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent") in favor of Lyondell Chemical Technology, L.P. and Equistar Chemicals, LP (the "Pledgors").

WHEREAS, LyondellBasell Industries AF S.C.A. (the "Company"), Lyondell Chemical Company, Equistar Chemicals, LP, Houston Refining LP, Basell USA Inc., Millennium Chemicals Inc., Millennium Petrochemicals Inc., (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 certain Debtor-In-Possession Credit Agreement dated as of March 3, 2009 (the "Credit Agreement").

WHEREAS, pursuant to the terms and conditions of that certain Patent Security Agreement, dated as of March 3, 2009 between the Pledgors and the Collateral Agent (the "Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement), the Pledgors granted to the Collateral Agent a continuing security interest in all of its right, title and interest in and to the Patent Collateral including, without limitation, the Patent registrations and applications set forth on Schedule I hereto (collectively, the "Released Patents");

WHEREAS, the Security Agreement relating to the Released Patents has been recorded with the Assignments Division of the U.S. Patent and Trademark Office on October 30, 2009 at Reel 023438 and Frame 0965; and

WHEREAS, the Pledgors has paid all of its outstanding indebtedness under the Credit Agreement which is secured by the Security Agreement and have requested that the Collateral Agent release its security interest in the Released Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Released Patents, without warranty or recourse.

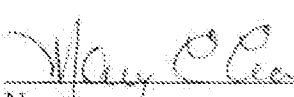
If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Released Patents, it hereby assigns and transfers such rights, title or interest to the Pledgors. The Collateral Agent shall take all further actions, and provide to the Pledgors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgors to more fully and effectively effectuate the purposes of this Release.

This Release shall be construed in accordance with and governed by the law of the State of New York.

[Patent Release]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in the Released Patents to be executed and delivered by its duly authorized officer as of the date first set forth above.

UBS AG, STAMFORD BRANCH,
as Collateral Agent,

By:  
Name:
Title: Mary E. Evans
Associate Director
Banking Products
Services, US
John R. Otis
Associate Director
Banking Products
Services, US

[Term Loan Patent Release - Lyondell Chemical Technology, L.P. and Equistar Chemicals, LP]

SCHEDULE I
to
RELEASE OF INTEREST IN THE RELEASED PATENTS
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