

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
LyondellBassel Acetyls, LLC	04/30/2010
RECEIVING PARTY DATA	
Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	5194417
Patent Number:	5336802
Patent Number:	6031129
Patent Number:	6022823
Patent Number:	6103934
Patent Number:	6362366
Patent Number:	6420595
Patent Number:	6552221
CORRESPONDENCE DATA	
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PATENT
REEL: 024351 FRAME: 0033

ATTORNEY DOCKET NUMBER:	LYONDELL-18
NAME OF SUBMITTER:	Jean Paterson
<p>Total Attachments: 6</p> <p>source=5-7-10 Lyondell-18-PT#page1.tif</p> <p>source=5-7-10 Lyondell-18-PT#page2.tif</p> <p>source=5-7-10 Lyondell-18-PT#page3.tif</p> <p>source=5-7-10 Lyondell-18-PT#page4.tif</p> <p>source=5-7-10 Lyondell-18-PT#page5.tif</p> <p>source=5-7-10 Lyondell-18-PT#page6.tif</p>	

PATENT SECURITY AGREEMENT

(Patents, Patent
Applications and Patent Licenses)

April 30, 2010

WHEREAS, LYONDELLBASELL ACETYLS, LLC, a Delaware limited liability company (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, N.V., a *naamloze vennootschap* (a public limited liability company), as the Company, LYONDELL CHEMICAL COMPANY, a Delaware corporation, as the Borrower (the "**Borrower**"), the Lenders from time to time party thereto, UBS AG, Stamford Branch, as Administrative Agent and Collateral Agent, and the other agents and parties thereto have entered into that Credit Agreement dated as of April 8, 2010 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of April 30, 2010 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the 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 secured certain of its obligations and guaranteed certain obligations of the Borrower 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 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 Secured Obligations, 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.

LYONDELLBASELL ACETYLS, LLC

By: Gerald A. O'Brien, Vice President

Name: Gerald A O'Brien

Title: Authorized Person

ERC

Acknowledged:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

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

By: Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director
Banking Products
Services, US

[Signature page to Patent Security Agreement - Acetyls (Term)]

**Schedule 1
to Patent
Security Agreement**

PATENTS OWNED BY LYONDELLBASELL ACETYS, LLC

5194417	PRETREATMENT OF PALLADIUM-GOLD CATALYSTS USEFUL IN VINYL ACETATE SYNTHESIS
5336802	PRETREATMENT OF PALLADIUM-GOLD CATALYSTS USEFUL IN VINYL ACETATE SYNTHESIS
6031129	USE OF PENTAVALENT GROUP VA OXIDES IN ACETIC ACID PROCESSING
6022823	IMPROVED PROCESS FOR THE PRODUCTION OF SUPPORTED PALLADIUM-GOLD CATALYSTS
6103934	MANUFACTURING AND PROCESS CONTROL METHODS
6362366	MANUFACTURING AND PROCESS CONTROL METHODS
6420595	PROCESS CONTROL FOR VINYL ACETATE MANUFACTURE
6552221	PROCESS CONTROL FOR ACETIC ACID MANUFACTURE