

07-08-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103601555

To the Director of the U.S. Patent and Trademark Office

Transmit the following information to the new address(es) below.

1. Name of conveying party(ies)

INEOS USA LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 12, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Barclays Bank PLC

Internal Address: (IN ITS CAPACITY AS SECURITY TRUSTEE)

FOR ITSELF AND OTHER SECURED PARTIES)

Street Address: 5 The North Colonnade

Canary Wharf

City: London

State:

Country: United Kingdom Zip: E14 4BB

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

1. 12/449,387
2. 12/584,755
3. 12/484,962

B. Patent No.(s)

SEE ATTACHED PAGE 2

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: David P. Yusko

Internal Address: INEOS USA LLC

Street Address: 3030 Warrenville Rd., S/650

City: Lisle

State: IL Zip: 60532

Phone Number: 630 857 7151

Fax Number: 630 857 7328

Email Address: David.Yusko@Ineos.com

6. Total number of applications and patents involved: 26

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,040

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-3573

07/07/2010 MJANA1 00000055 503573 124 9387
Authorized User Name David P. Yusko
01 JUL 2010 1040.00 DA

9. Signature:

David P. Yusko
Signature

JUN 30, 2010
Date

David P. Yusko
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 22

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 024651 FRAME: 0047

Page 2 – INEOS USA LLC
Recordation Form Cover Sheet
Box 4 – B. Patent No.(s)

1.	5,506,187	13.	7,491,838
2.	5,792,722	14.	5,703,268
3.	5,432,152	15.	5,629,444
4.	5,959,134	16.	5,840,955
5.	6,069,212	17.	6,296,739
6.	6,350,054	18.	6,793,776
7.	6,936,665	19.	6,326,508
8.	6,590,131	20.	6,780,289
9.	6,900,281	21.	5,869,730
10.	6,407,302	22.	6,107,509
11.	6,071,863	23.	5,705,727
12.	7,071,140		

TOTAL: 23 Patent Nos.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated May 12, 2010, is made by the persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Barclays Bank PLC, as Security Agent (the "*Security Agent*") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, INEOS Group Limited (the "*Parent*"), INEOS Holdings Limited (the "*Principal Obligor*"), certain subsidiaries of the Principal Obligor (including the Grantors), as borrowers and/or guarantors, and others have entered into a senior facilities agreement dated May 12, 2010 (as amended, amended and restated, supplemented and/or waived from time to time, the "*Senior Facilities Agreement*") with Barclays Capital and J.P. Morgan PLC as joint mandated lead arrangers and joint bookrunners, the lenders party thereto and Barclays Bank PLC as facility agent and security agent.

WHEREAS, INEOS Finance plc as issuer, certain Group Companies (including the Grantors) as guarantors, The Bank of New York Mellon as Original Senior Secured Note Trustee, The Bank of New York Mellon as Principal Paying Agent, The Bank of New York Mellon (Luxembourg) S.A. as Luxembourg Listing Agent, Paying Agent and Transfer Agent, and Barclays Bank PLC as the security trustee have entered into an indenture dated May 12, 2010 (as amended, supplemented and/or waived from time to time, the "*Original Senior Secured Indenture*"). Terms defined in the Security Agreement referred to below or the Senior Facilities Agreement or, if not defined therein, in the Original Senior Secured Indenture and not otherwise defined herein are used in this IP Security Agreement as defined in the Security Agreement, the Senior Facilities Agreement or the Original Senior Secured Indenture, as applicable. If: (A) both the Senior Discharge Date (as defined in the Intercreditor Deed (as defined in the Security Agreement)) insofar as it relates to the Senior Finance Documents (as defined in the Senior Facilities Agreement) and the Second Secured Discharge Date (as defined in the Intercreditor Deed) have occurred; or (B) the Senior Facilities Agreement is terminated or cancelled or is for any other reason invalid, illegal or otherwise unenforceable, then the reference in this IP Security Agreement to words and expressions being as defined in the Senior Facilities Agreement is to those words and expressions as defined immediately prior to such events.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Bank Guarantees by the Lenders under the senior facilities agreement, the entry into Hedging Agreements by the Hedging Lenders from time to time and the issuance, sale and purchase of the Original Senior Secured Notes under the Original Senior Secured Indenture, each Grantor has executed and delivered that certain Security Agreement dated as of May 12, 2010 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following other than Excluded Property (the "*Collateral*");

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of the Indebtedness. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Indebtedness and that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that such Indebtedness is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

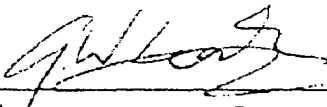
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

Hawkslease
Chapel Lane
Lyndhurst
Hampshire SO43 7FG
United Kingdom

INEOS EUROPE LIMITED

By 
Title: Director

Address for Notices:

Decehnstraße 3
D-45966
Gladbeck
Germany

INEOS PHENOL GMBH

By _____
Title: _____

Address for Notices:

Ransbeekstraat 310
Needer-over-Heembeek
B-1120
Belgium

INEOS MANUFACTURING BELGIUM
N.V.

By _____
Title: _____

Address for Notices:

2600 South Shore Boulevard, Suite 500
League City TX 77573
United States
Attn: Charles Saunders

INEOS AMERICAS LLC

By _____
Title: _____

SECTION 4. Execution in Counterparts. This IP Security Agreement 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.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

INEOS EUROPE LIMITED

Hawkslease
Chapel Lane
Lyndhurst
Hampshire SO43 7FG
United Kingdom

By _____
Title:

Address for Notices:

INEOS PHENOL GMBH

Dechenstraße 3
D-45966
Gladbeck
Germany

By _____
Title: Managing Director

Address for Notices:

INEOS MANUFACTURING BELGIUM
N.V.

Ransbeekstraat 310
Needer-over-Heembeek
B-1120
Belgium

By _____
Title:

Address for Notices:

INEOS AMERICAS LLC

2600 South Shore Boulevard, Suite 500
League City TX 77573
United States
Attn: Charles Saunders

By _____
Title:

SECTION 4. Execution in Counterparts. This IP Security Agreement 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.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

INEOS EUROPE LIMITED

Hawkslease
Chapel Lane
Lyndhurst
Hampshire SO43 7FG
United Kingdom

By _____
Title:

Address for Notices:

INEOS PHENOL GMBH

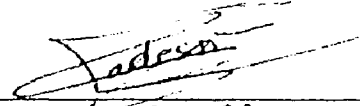
Decehnstraße 3
D-45966
Gladbeck
Germany

By _____
Title:

Address for Notices:

INEOS MANUFACTURING BELGIUM
N.V.

Ransbeekstraat 310
Needer-over-Heembeek
B-1120
Belgium

By  _____
Title: DIRECTOR

Address for Notices:

INEOS AMERICAS LLC

2600 South Shore Boulevard, Suite 500
League City TX 77573
United States
Attn: Charles Saunders

By _____
Title:

SECTION 4. Execution in Counterparts. This IP Security Agreement 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.

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SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

INEOS EUROPE LIMITED

Hawkslease
Chapel Lane
Lyndhurst
Hampshire SO43 7FG
United Kingdom

By _____
Title:

Address for Notices:

INEOS PHENOL GMBH

Decehnstraße 3
D-45966
Gladbeck
Germany

By _____
Title:

Address for Notices:

INEOS MANUFACTURING BELGIUM
N.V.


Ransbeekstraat 310
Needer-over-Heembeek
B-1120
Belgium

By _____
Title:

Address for Notices:

INEOS AMERICAS LLC

2600 South Shore Boulevard, Suite 500
League City, TX 77573
Attn: Charles Saunders

By 
Title: Secretary

Address for Notices:

INEOS USA LLC

2600 South Shore Boulevard, Suite 500
League City, TX 77573
Attn: Charles Saunders

By 
Title: Secretary

Schedule A to the
IP Security Agreement

PATENTS

I. United States Patents

(a) INEOS Phenol GmbH

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No./ Application No.	Expiry Date	Country of Issue
INEOS Phenol GmbH & Co. KG	Owner (50%)	6,225,513	December 10, 2017	United States
INEOS Phenol GmbH & Co. KG	Owner	6,307,112	December 20, 2019	United States
INEOS Phenol GmbH & Co. KG	Owner	6,303,825	March 13, 2020	United States
INEOS Phenol GmbH & Co. KG	Owner	6,930,213	July 17, 2020	United States
INEOS Phenol GmbH & Co. KG	Owner	6,489,519	October 26, 2020	United States
INEOS Phenol GmbH & Co. KG	Owner	6,489,518	November 13, 2020	United States
INEOS Phenol GmbH & Co. KG	Owner	6,841,704	February 19, 2021	United States
INEOS Phenol GmbH & Co. KG	Owner	6,555,719	May 3, 2021	United States
INEOS Phenol GmbH & Co. KG	Owner	6,444,861	October 18, 2021	United States
INEOS Phenol GmbH & Co. KG	Owner	6,657,087	November 13, 2021	United States
INEOS Phenol GmbH & Co. KG	Owner	6,583,326	October 5, 2021	United States
INEOS Phenol GmbH & Co. KG	Owner	6,875,898	April 4, 2023	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No./ Application No.	Expiry Date	Country of Issue
INEOS Phenol GmbH & Co. KG	Owner	7,416,645	July 3, 2023	United States
INEOS Phenol GmbH & Co. KG	Owner	US 7626060	July 9, 2024	United States
INEOS Phenol GmbH & Co. KG	Owner	US 7544845	April 17, 2027	United States
INEOS Phenol GmbH & Co. KG	Owner	Application No. 12/245598	October 3, 2028	United States

(b) INEOS Manufacturing Belgium NV

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Manufacturing Belgium NV	Owner, assigned from BP Belgium NV	6159567	February 17, 1998	December 12, 2000	United States
INEOS Manufacturing Belgium NV	Owner, assigned from Polypropylene Belgium NV	6040348	July 23, 1998	March 21, 2000	United States
INEOS Manufacturing Belgium NV	Owner, assigned from Solvay Polyolefins Europe – Belgium SA	6136924	December 13, 1995	October 24, 2000	United States
INEOS Manufacturing Belgium NV	Owner, assigned from Solvay Polyolefins Europe – Belgium SA	6407185	April 14, 2000	June 18, 2002	United States
INEOS Manufacturing Belgium NV	Owner, assigned from Solvay Polyolefins Europe – Belgium SA	6344522	April 14, 2000	February 5, 2002	United States
INEOS Manufacturing Belgium NV	Owner, assigned from Solvay Polyolefins Europe – Belgium SA	6225421	August 20, 1998	May 1, 2001	United States
INEOS Manufacturing Belgium NV	Owner, assigned from Solvay Polyolefins Europe – Belgium SA	6846863	March 15, 2001	January 25, 2005	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Manufacturing Belgium NV	Owner, assigned from Solvay Polyolefins Europe – Belgium SA	6596823	January 4, 2001	July 22, 2003	United States
INEOS Manufacturing Belgium NV	Owner, assigned from Solvay Polyolefins Europe – Belgium SA	Application No. 11/889854	August 16, 2007		United States
INEOS Manufacturing Belgium NV	Owner, assigned from Solvay Polyolefins Europe – Belgium SA	Application No. 11/889853	August 16, 2007		United States
INEOS Manufacturing Belgium NV	Owner, assigned from Solvay Polyolefins Europe – Belgium SA	6900266	June 10, 2002	May 31, 2005	United States
INEOS Manufacturing Belgium NV	Owner, assigned from Solvay Polyolefins Europe – Belgium SA	Application No. 11/783882	April 22, 2003		United States
INEOS Manufacturing Belgium NV	Owner, assigned from Solvay Polyolefins Europe – Belgium SA	7241859	July 2, 2004	July 10, 2007	United States
INEOS Manufacturing Belgium NV	Owner	Application No. 11/628,866	May 27, 2005		United States
INEOS Manufacturing Belgium NV	Owner	Application No. 12/385342			United States
INEOS Manufacturing Belgium NV	Owner	Application No. 12/385343			United States
INEOS Manufacturing Belgium NV	Owner	Application No. 12/591140	November 10, 2009		United States
INEOS Manufacturing Belgium NV	Owner	7632899	November 22, 2005	December 15, 2009	United States
INEOS Manufacturing Belgium NV	Owner	Application No. 12/382656	March 20, 2009		United States
INEOS Manufacturing Belgium NV	Owner	7572866	November 22, 2005	August 11, 2009	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Manufacturing Belgium NV	Owner	Application No. 12/457408	June 10, 2009		United States
INEOS Manufacturing Belgium NV	Owner	Application No. 11/667017	November 22, 2005		United States
INEOS Manufacturing Belgium NV	Owner	Application No. 12/382655	March 20, 2009		United States
INEOS Manufacturing Belgium NV	Owner	Application No. 12/733381	August 29, 2008		United States
INEOS Manufacturing Belgium NV	Owner	Application No. 12/733378	August 29, 2008		United States
INEOS Manufacturing Belgium NV	Owner	Application No. 12/733379	August 29, 2008		United States
INEOS Manufacturing Belgium NV	Owner	Application No. 12/733380	August 29, 2008		United States
INEOS Manufacturing Belgium NV	Owner	Application No. 12/733358	August 29, 2008		United States
INEOS Manufacturing Belgium NV	Owner	12/227705	May 18, 2007		United States
INEOS Manufacturing Belgium NV	Owner	12/227700	May 18, 2007		United States
INEOS Manufacturing Belgium NV	Owner	12/591471	November 20, 2009		United States
INEOS Manufacturing Belgium NV	Owner	12/591473	November 20, 2009		United States
INEOS Manufacturing Belgium NV	Owner	12/591478	November 20, 2009		United States

(c) INEOS Europe Limited

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7276639	October 4, 2001	October 2, 2007	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7357902	September 23, 2003	April 15, 2008	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	Application No. 10/543696	February 6, 2004		United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6284848	January 22, 1998	September 4, 2001	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6362290	June 26, 2001	March 26, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6462161	May 16, 1997	October 8, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6518385	July 6, 2000	February 11, 2003	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6489427	March 24, 1999	December 3, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6451939	March 6, 2000	July 17, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6831143	March 6, 2000	December 14, 2004	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6182879	September 18, 1998	December 19, 2000	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6271272	June 23, 1999	August 7, 2001	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6472341	March 10, 1999	October 29, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6657026	September 11, 2000	December 2, 2003	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7148304	September 23, 2003	December 12, 2006	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6586539	November 26, 1999	July 1, 2003	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6465386	October 18, 2000	October 15, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6562924	May 3, 2000	May 13, 2003	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7232878	April 18, 2002		United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	Application No. 11/700111	January 31, 2007		United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7087686	August 6, 2001	August 8, 2006	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	Application No. 11/476206	June 28, 2006		United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7335710	November 14, 2002	February 26, 2008	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	7268206	August 14, 2003	September 11, 2007	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6001938	December 8, 1997	December 14, 1999	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5804677	July 9, 1996	September 8, 1998	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5733510	February 15, 1996	March 31, 1998	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5668228	February 15, 1996	September 16, 1997	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5541270	May 19, 1994	July 30, 1996	United States
INEOS Europe Limited	Owner	7276564	July 8, 2004	October 2, 2007	United States
INEOS Europe Limited	Owner, assigned from the British Petroleum Company PLC	5382741	July 13, 1992	January 17, 1995	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5475171	August 4, 1994	December 12, 1995	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6410659	July 31, 1997	June 25, 2002	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6258912	July 15, 1999	July 10, 2001	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	6300437	April 15, 1998	October 9, 2001	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5714429	June 5, 1995	February 3, 1998	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5684216	July 23, 1995	November 4, 1997	United States
INEOS Europe Limited	Owner, assigned from BP Chemicals Limited	5739266	August 16, 1995	April 14, 1998	United States
INEOS Europe Limited	Owner	5861530	July 26, 1996	January 19, 1999	United States
INEOS Europe Limited	Owner	Application No. 11/712545	February 28, 2007		United States
INEOS Europe Limited	Owner	6242389	April 13, 1998	June 5, 2001	United States
INEOS Europe Limited	Owner	6232491	April 26, 1999	May 15, 2001	United States
INEOS Europe Limited	Owner	6258978	November 5, 1999	July 10, 2001	United States
INEOS Europe Limited	Owner	6497849	November 26, 1999	December 24, 2002	United States
INEOS Europe Limited	Owner	Application No. 12/155336	June 3, 2008		United States
INEOS Europe Limited	Owner	7432393	September 8, 2005	October 7, 2008	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Europe Limited	Owner	Application No. 11/883162	January 27, 2006		United States
INEOS Europe Limited	Owner	Application No. 11/700954	February 1, 2007		United States
INEOS Europe Limited	Owner	Application No. 11/666738	November 20, 2009		United States

(d) INEOS AMERICAS LLC

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
INEOS Americas LLC	Owner	5,912,387	June 15, 1999	United States
INEOS Americas LLC	Owner	6,165,432	December 26, 2000	United States
INEOS Americas LLC	Owner	6,207,121	March 27, 2001	United States

(e) INEOS USA LLC

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS USA LLC	Owner	5506187	May 23, 1994	April 9, 1996	United States
INEOS USA LLC	Owner	5792722	May 11, 1995	August 11, 1998	United States
INEOS USA LLC	Owner	5432152	August 16, 1994	July 11, 1995	United States
INEOS USA LLC	Owner	5959134	May 20, 1998	September 28, 1999	United States
INEOS USA LLC	Owner	6069212	August 19, 1997	May 30, 2000	United States
INEOS USA LLC	Owner	6350054	December 7, 1998	February 26, 2002	United States
INEOS USA LLC	Owner	6936665	September 25, 2002	August 30, 2005	United States
INEOS USA LLC	Owner	6590131	April 20, 2001	July 8, 2003	United States
INEOS USA LLC	Owner	6900281	December 19, 2002	May 31, 2005	United States
INEOS USA LLC	Owner	6407302	January 7, 2000	June 18, 2002	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS USA LLC	Owner	6071863	November 13, 1996	June 6, 2000	United States
INEOS USA LLC	Owner	7071140	November 18, 2003	July 4, 2006	United States
INEOS USA LLC	Owner	7491838	August 26, 2003	February 17, 2009	United States
INEOS USA LLC	Owner	5703268	April 8, 1996	December 30, 1997	United States
INEOS USA LLC	Owner	5629444	June 6, 1996	May 13, 1997	United States
INEOS USA LLC	Owner	5840955	November 25, 1997	November 24, 1998	United States
INEOS USA LLC	Owner	6296739	January 8, 1999	October 2, 2001	United States
INEOS USA LLC	Owner	6793776	August 31, 2001	September 21, 2004	United States
INEOS USA LLC	Owner	6326508	September 5, 2000	December 4, 2001	United States
INEOS USA LLC	Owner	6780289	July 16, 2001	August 24, 2004	United States
INEOS USA LLC	Owner	5869730	May 13, 1998	February 9, 1999	United States
INEOS USA LLC	Owner	6107509	March 31, 1999	August 22, 2000	United States
INEOS USA LLC	Owner	Application No. 12/449387	March 3, 2008	-	United States
INEOS USA LLC	Owner	Application No. 12/584755	September 11, 2009	-	United States
INEOS USA LLC	Owner	Application No. 12/484962	June 15, 2009	-	United States
INEOS USA LLC	Owner	5705727	June 13, 1995	January 6, 1998	United States

II. Foreign Patents

Registered Proprietor/Applicant	Country/place where registered	Patent Number
INEOS Europe Limited	United Kingdom	EP0802202
INEOS Europe Limited	United Kingdom	EP0699213
INEOS Europe Limited	United Kingdom	EP0640680
INEOS Europe Limited	United Kingdom	EP0676418
INEOS Europe Limited	United Kingdom	EP0676421

Registered Proprietor/Applicant	Country/place where registered	Patent Number
INEOS Europe Limited	United Kingdom	EP1134238
INEOS Europe Limited	United Kingdom	EP0704240
INEOS Europe Limited	United Kingdom	EP0700769
INEOS Europe Limited	United Kingdom	EP0898585
INEOS Europe Limited	United Kingdom	EP1045868
INEOS Europe Limited	United Kingdom	EP1015501
INEOS Europe Limited	United Kingdom	EP0903175
INEOS Europe Limited	United Kingdom	EP0969037
INEOS Europe Limited	United Kingdom	EP1062251
INEOS Europe Limited	United Kingdom	EP1062249
INEOS Europe Limited	United Kingdom	EP1484344
INEOS Europe Limited	United Kingdom	EP1135420
INEOS Europe Limited	United Kingdom	EP1556418
INEOS Europe Limited	United Kingdom	EP1644423
INEOS Europe Limited	United Kingdom	EP0800611
INEOS Europe Limited	United Kingdom	EP0757027
INEOS Europe Limited	United Kingdom	EP0959064
INEOS Europe Limited	United Kingdom	EP0912815
INEOS Europe Limited	United Kingdom	EP0952141
INEOS Europe Limited	United Kingdom	EP1140703
INEOS Europe Limited	United Kingdom	EP1827675
INEOS Manufacturing Belgium NV	United Kingdom	EP0893470
INEOS Manufacturing Belgium NV	United Kingdom	EP0603935
INEOS Manufacturing Belgium NV	United Kingdom	EP1278797
INEOS Manufacturing Belgium NV	United Kingdom	EP1118625
INEOS Manufacturing Belgium NV	United Kingdom	EP1441959
INEOS Manufacturing Belgium NV	United Kingdom	EP1395407
INEOS Manufacturing Belgium NV	United Kingdom	EP0897934
INEOS Manufacturing Belgium NV	United Kingdom	EP0860457
INEOS Manufacturing Belgium NV	United Kingdom	EP1827677
INEOS Manufacturing Belgium NV	United Kingdom	EP1817350
INEOS Manufacturing Belgium NV	United Kingdom	EP1814921
INEOS Americas LLC (Oxide)	United Kingdom	EP1117471
INEOS Americas LLC (Oxide)	United Kingdom	EP1117472

Registered Proprietor/Applicant	Country/place where registered	Patent Number
INEOS USA LLC	United Kingdom	EP2273447
INEOS USA LLC	United Kingdom	EP0627481
INEOS USA LLC	United Kingdom	EP0920460
INEOS USA LLC	United Kingdom	EP1037702
INEOS USA LLC	United Kingdom	EP2307243
INEOS USA LLC	United Kingdom	EP1461368
INEOS USA LLC	United Kingdom	EP1144349
INEOS USA LLC	United Kingdom	EP0890572
INEOS USA LLC	United Kingdom	EP0811609
INEOS USA LLC	United Kingdom	EP0919543
INEOS USA LLC	United Kingdom	EP0937707
INEOS USA LLC	United Kingdom	EP1301471
INEOS USA LLC	United Kingdom	EP0957084
INEOS USA LLC	United Kingdom	EP1165499
INEOS USA LLC	United Kingdom	EP0891967
INEOS USA LLC	United Kingdom	EP0775099

III. United States Patent Applications

None.

IV. Foreign Patent Applications

None.

**Schedule B to the
IP Security Agreement**

TRADEMARKS

I. United States Registered Trademarks

(a) INEOS Phenol GmbH

None.

(b) INEOS Manufacturing Belgium NV

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Trademark	Reg. No.	Date Registered	TMID	Country of Registration
INEOS Manufacturing Belgium NV	Owner	ELTEX	1074796	October 11, 1977	October 11, 2017	United States

(c) INEOS Europe Limited

None.

(d) INEOS AMERICAS LLC

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Trademark	Reg. No.	Date Registered	Country of Registration
INEOS Americas LLC	Owner	GAS/SPEC	1,331,425	April 16, 1985	United States
INEOS Americas LLC	Owner	GAS/SPEC	1,331,486	April 23, 1985	United States
INEOS Americas LLC	Owner	CS-1	2,676,955	January 21, 2003	United States
INEOS Americas LLC	Owner	CS-PLUS	2,668,507	December 31, 2002	United States
INEOS Americas LLC	Owner	CS-2000	2,676,953	January 21, 2003	United States
INEOS Americas LLC	Owner	SS	2,682,756	February 4, 2003	United States
INEOS Americas LLC	Owner	SS-3	2,682,757	February 4, 2003	United States
INEOS Americas LLC	Owner	TG-10	2,676,954	January 21, 2003	United States

(e) INEOS USA LLC

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Trademark	Reg. No.	Date Registered	Country of Registration
INEOS USA LLC	Owner	BAREX	2236567	April 6, 1999	United States
INEOS USA LLC	Owner	BAREX	926607	January 11, 1972	United States
INEOS USA LLC	Owner	DURASYN	1967373	April 9, 1996	United States
INEOS USA LLC	Owner	INDOPOL	436150	January 27, 1948	United States
INEOS USA LLC	Owner	PANALANE	1507660	October 11, 1988	United States
INEOS USA LLC	Owner	SILKFLO	1941812	December 12, 1995	United States

II. Foreign Registered Trademarks

Registered Proprietor/Applicant	Country/place where registered	Trademark Number
INEOS Manufacturing Belgium NV	CTM	67231 ("Eltex")
INEOS Americas LLC	United Kingdom	1215777 ("GAS/SPEC")
INEOS Americas LLC	United Kingdom	1277041 ("GAS/SPEC")
INEOS Europe Limited	United Kingdom	2376682 ("AMODRILL")
INEOS Europe Limited	United Kingdom	1583951 ("DURASYN")
INEOS Europe Limited	United Kingdom	1583952 ("DURASYN")
INEOS Europe Limited	United Kingdom	18582 ("INDOPOL")
INEOS Europe Limited	CTM	3985447 ("PANALANE")
INEOS Europe Limited	CTM	3985471 ("SILKFLO")
INEOS Europe Limited	CTM	6302459 ("SUPERSTRESS")
INEOS Europe Limited	CTM	6915102 ("RIGIDEX")

III. Trademark Applications

None.