

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	Security Agreement																														
CONVEYING PARTY DATA																															
<table border="1"><tr><td>Name</td><td>Execution Date</td></tr><tr><td>TPC Group LLC (f/k/a Texas Petrochemicals LP)</td><td>10/05/2010</td></tr></table>		Name	Execution Date	TPC Group LLC (f/k/a Texas Petrochemicals LP)	10/05/2010																										
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RECEIVING PARTY DATA																															
<table border="1"><tr><td>Name:</td><td>Deutsche Bank Trust Company Americas</td></tr><tr><td>Street Address:</td><td>60 Wall Street, 27th Floor</td></tr><tr><td>Internal Address:</td><td>as Collateral Agent</td></tr><tr><td>City:</td><td>New York</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10005</td></tr></table>		Name:	Deutsche Bank Trust Company Americas	Street Address:	60 Wall Street, 27th Floor	Internal Address:	as Collateral Agent	City:	New York	State/Country:	NEW YORK	Postal Code:	10005																		
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PROPERTY NUMBERS Total: 21																															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>6451075</td></tr><tr><td>Patent Number:</td><td>6562913</td></tr><tr><td>Patent Number:</td><td>6525149</td></tr><tr><td>Patent Number:</td><td>7037999</td></tr><tr><td>Patent Number:</td><td>6730739</td></tr><tr><td>Patent Number:</td><td>6992152</td></tr><tr><td>Patent Number:</td><td>6815504</td></tr><tr><td>Patent Number:</td><td>6683138</td></tr><tr><td>Patent Number:</td><td>6930148</td></tr><tr><td>Patent Number:</td><td>6884858</td></tr><tr><td>Patent Number:</td><td>6858188</td></tr><tr><td>Patent Number:</td><td>6844401</td></tr><tr><td>Patent Number:</td><td>6844400</td></tr><tr><td>Patent Number:</td><td>6777506</td></tr></tbody></table>		Property Type	Number	Patent Number:	6451075	Patent Number:	6562913	Patent Number:	6525149	Patent Number:	7037999	Patent Number:	6730739	Patent Number:	6992152	Patent Number:	6815504	Patent Number:	6683138	Patent Number:	6930148	Patent Number:	6884858	Patent Number:	6858188	Patent Number:	6844401	Patent Number:	6844400	Patent Number:	6777506
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PATENT
REEL: 025137 FRAME: 0398

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Patent Number:	6982300
Patent Number:	7056990
Patent Number:	7091285
Patent Number:	7645847
Patent Number:	7498396
Patent Number:	7329635
Application Number:	12468195

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

F129645

NAME OF SUBMITTER:

Jackie Lee

Total Attachments: 6

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Patent Security Agreement

Patent Security Agreement, dated as of October 5, 2010, by TPC GROUP LLC (f/k/a TEXAS PETROCHEMICALS LP) (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Security Agreement (as defined below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor has executed and delivered this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and 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 the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination Date or the release of the Liens of the Security Agreement, on the Patents referenced above in accordance with Section 17 thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TPC GROUP LLC

By: 
Name: Christopher J. Artzer
Title: Vice President & General Counsel

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Signature Page -- Patent Security Agreement (2010 Senior Secured Notes)

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 

Name: Annie Jaghatspanyan
Title: Vice President

By: 

Name: Carol Ng
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

Status	Date Filed	Reg. No.	Date Issued	Title	Assignee (Owner)
Issued	12/9/1999	6,451,075	9/17/2002	Low Lead Aviation Gasoline Blend	TPLP*
Issued	2/29/2000	6,562,913	5/13/2003	Process for producing high vinylidene polyisobutylene	TPLP*
Issued	9/20/2000	6,525,149	2/25/2003	Process for preparing polyolefin products	TPLP*
Issued	3/19/2002	7,037,999	5/2/2006	Mid-range vinylidene content polyisobutylene polymer product and process for producing the same	TPLP*
Issued	5/23/2002	6,730,739	5/4/2004	Cling film with enhanced polyisobutylene tackifier	TPLP*
Issued	8/19/2004	6,992,152	1/3/2006	Apparatus and method for controlling olefin polymerization process	TPLP*
Issued	2/4/2003	6,815,504	11/9/2004	Pressure sensitive adhesive formulation including enhanced polyisobutylene modifier	TPLP*
Issued	12/31/2002	6,683,138	1/27/2004	Process for producing high vinylidene polyisobutylene	TPLP*
Issued	4/8/2003	6,930,148	8/16/2005	Enhanced polyisobutylene modified hot melt adhesive formulation	TPLP*
Issued	7/30/2002	6,884,858	4/26/2005	Process for preparing polyolefin products	TPLP*
Issued	5/9/2003	6,858,188	2/22/2005	Apparatus for preparing polyolefin products and methodology for using the same	TPLP*
Issued	1/15/2004	6,844,401	1/18/2005	Apparatus for preparing polyolefin products and methodology for using the same	TPLP*
Issued	1/15/2004	6,844,400	1/18/2005	Apparatus for preparing polyolefin products and methodology for using the same	TPLP*
Issued	1/15/2004	6,777,506	8/17/2004	Apparatus for preparing polyolefin products and methodology for using the same	TPLP*
Issued	7/19/2004	6,982,300	1/3/2006	Method for preparing a pressure sensitive adhesive formulation including an enhanced polyisobutylene modifier	TPLP*
Issued	10/19/2004	7,056,990	6/6/2006	Process for producing mid-range vinylidene content polyisobutylene polymer products	TPLP*

Status	Date Filed	Reg. No.	Date Issued	Title	Assignee (Owner)
Issued	7/22/2004	7,091,285	8/15/2006	Adducts of mid-range vinylidene content polyisobutylene polymer products and methods for making the same	TPLP*
Issued	10/12/2004	7,645,847	1/12/2010	Process for preparing polyolefin products	TPLP*
Issued	11/17/2005	7,498,396	3/3/2009	Mid-range vinylidene content polyisobutylene polymer product produced by liquid phase polymerization process	TPLP*
Issued	12/6/2006	7,329,635	2/12/2008	Crude oil composition including dispersant material for mitigating fouling of process equipment and method for mitigating crude oil fouling	TPLP*

Patent Applications:

Status	Date Filed	Reg. No.	Date Issued	Title	Assignee (Owner)
Pending	5/17/2009	N/A	N/A	Diluent Manipulation (Application No. 12/468,195)	TPLP*