

Form PTO-1595 (Rev. 03-11)  
OMB No. 0651-0027 (exp. 03/31/2012)

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

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

INEOS COMMERCIAL SERVICES UK LIMITED

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

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

Execution Date(s) JUNE 1, 2011

- ☐ 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: \_\_\_\_\_

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)

B. Patent No.(s)

SEE ATTACHED

SEE ATTACHED

Additional numbers attached? ☒ Yes ☐ No

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

Name: INEOS USA LLC

Internal Address: DAVID P. YUSKO

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: 5

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200

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

### 8. Payment Information

Deposit Account Number 50-3573

Authorized User Name DAVID P. YUSKO

### 9. Signature:

David P. Yusko  
Signature

28 November 2011  
Date

David P. Yusko

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 15

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

CH \$200.00 503573 RE4134

**SUPPLEMENTAL RECORDATION COVERSHEET (1 OF 1)**

Conveying Party: BARCLAYS BANK PLC

**Receiving Party: INEOS OXIDE LIMITED**

Assignment Execution Date: June 1, 2011

**PATENTS**

1. RE 41341

2. 6,242,389

3. 6,232,491

4. 6,497,849

5. 7,432,393

**PATENT**

**REEL: 027318 FRAME: 0829**

## EXECUTION VERSION

## 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 1 June, 2011, 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 otherwise modified 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, pursuant to the Senior Facilities Agreement and the Original Senior Secured Indenture, each Grantor has executed and delivered a supplement to 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 to the extent required to do so under the Security Agreement as a Foreign Grantor, 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

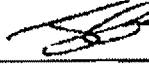
**INEOS OXIDE LIMITED**

By:   
Title: *Director*

**Address for Notices:**

Hawkslease  
Chapel Lane  
Lyndhurst  
Hampshire  
SO43 7FG

**INEOS COMMERCIAL SERVICES UK  
LIMITED**

By:   
Title: *Director*

**Schedule A to the  
IP Security Agreement**

**INTELLECTUAL PROPERTY**

**Patents**

<b>Grantor</b>	<b>Nature of Interest (e.g. owner, licensee)</b>	<b>Registered Patent No.</b>	<b>Filing Date</b>	<b>Grant Date</b>	<b>Country of Issue</b>
INEOS Commercial Services UK Limited	Owner	7276639	October 4, 2001	October 2, 2007	United States
INEOS Commercial Services UK Limited	Owner	7357902	September 23, 2003	April 15, 2008	United States
INEOS Commercial Services UK Limited	Owner	7807860	February 6, 2004	October 05, 2010	United States
INEOS Commercial Services UK Limited	Owner	6229943	March 18, 2004	June 12, 2007	United States
INEOS Commercial Services UK Limited	Owner	6284848	January 22, 1998	September 4, 2001	United States
INEOS Commercial Services UK Limited	Owner	6362290	June 26, 2001	March 26, 2002	United States
INEOS Commercial Services UK Limited	Owner	6462161	May 16, 1997	October 8, 2002	United States
INEOS Commercial Services UK Limited	Owner	6518385	July 6, 2000	February 11, 2003	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Commercial Services UK Limited	Owner	6187878	December 23, 1999	February 13, 2001	United States
INEOS Commercial Services UK Limited	Owner	6489427	March 24, 1999	December 3, 2002	United States
INEOS Commercial Services UK Limited	Owner	6451939	March 6, 2000	July 17, 2002	United States
INEOS Commercial Services UK Limited	Owner	6831143	March 6, 2000	December 14, 2004	United States
INEOS Commercial Services UK Limited	Owner	6182879	September 18, 1998	December 19, 2000	United States
INEOS Commercial Services UK Limited	Owner	6271272	June 23, 1999	August 7, 2001	United States
INEOS Commercial Services UK Limited	Owner	6348635	December 14, 1998	February 19, 2002	United States
INEOS Commercial Services UK Limited	Owner	6265502	December 14, 1998	July 24, 2001	United States
INEOS Commercial Services UK Limited	Owner	6656524	August 10, 1999	December 02, 2003	United States
INEOS Commercial Services UK Limited	Owner	6797756	November 16, 1999	September 28, 2004	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Commercial Services UK Limited	Owner	6586539	November 26, 1999	July 1, 2003	United States
INEOS Commercial Services UK Limited	Owner	6562924	May 3, 2000	May 13, 2003	United States
INEOS Commercial Services UK Limited	Owner	6639028	September 05, 2000	October 28, 2003	United States
INEOS Commercial Services UK Limited	Owner	6649710	April 26, 2002	November 18, 2003	United States
INEOS Commercial Services UK Limited	Owner	Application No. 12/923840	March 02, 2001		United States
INEOS Commercial Services UK Limited	Owner	Application No. 10/567927	August 12, 2004		United States
INEOS Commercial Services UK Limited	Owner	7812103	March 02, 2001	October 12, 2010	United States
INEOS Commercial Services UK Limited	Owner	6911504	March 23, 2003	June 29, 2005	United States
INEOS Commercial Services UK Limited	Owner	6998440	May 22, 2001	February 14, 2006	United States
INEOS Commercial Services UK Limited	Owner	6800702	July 04, 2001	October 05, 2004	United States

<b>Grantor</b>	<b>Nature of Interest (e.g. owner, licensee)</b>	<b>Registered Patent No.</b>	<b>Filing Date</b>	<b>Grant Date</b>	<b>Country of Issue</b>
INEOS Commercial Services UK Limited	Owner	7141633	August 18, 2004	November 28, 2006	United States
INEOS Commercial Services UK Limited	Owner	6887957	September 28, 2001	May 03, 2005	United States
INEOS Commercial Services UK Limited	Owner	7718811	June 03, 2008	May 18, 2010	United States
INEOS Commercial Services UK Limited	Owner	6852811	December 06, 1999	February 08, 2005	United States
INEOS Commercial Services UK Limited	Owner	7232878	April 18, 2002	June 19, 2007	United States
INEOS Commercial Services UK Limited	Owner	6884856	July 15, 2002	April 26, 2005	United States
INEOS Commercial Services UK Limited	Owner	Application No. 10/492754	October 14, 2002		United States
INEOS Commercial Services UK Limited	Owner	Application No. 11/700111	January 31, 2007		United States
INEOS Commercial Services UK Limited	Owner	Application No. 12/801741	June 28, 2006		United States
INEOS Commercial Services UK Limited	Owner	7582710	Jul 15, 2002	September 01, 2009	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Commercial Services UK Limited	Owner	7087686	August 6, 2001	August 8, 2006	United States
INEOS Commercial Services UK Limited	Owner	7767771	June 28, 2006	August 03, 2010	United States
INEOS Commercial Services UK Limited	Owner	7335710	November 14, 2002	February 26, 2008	United States
INEOS Commercial Services UK Limited	Owner	7323038	March 13, 2003	January 29, 2008	United States
INEOS Commercial Services UK Limited	Owner	7488862	April 01, 2003	February 10, 2009	United States
INEOS Commercial Services UK Limited	Owner	7452948	August 14, 2003	November 18, 2008	United States
INEOS Commercial Services UK Limited	Owner	7811956	July 02, 2008	October 12, 2010	United States
INEOS Commercial Services UK Limited	Owner	7705095	December 08, 2004	April 27, 2010	United States
INEOS Commercial Services UK Limited	Owner	7268206	August 14, 2003	September 11, 2007	United States
INEOS Commercial Services UK Limited	Owner	5990251	January 27, 1997	November 23, 1999	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Commercial Services UK Limited	Owner	5804677	July 9, 1996	September 8, 1998	United States
INEOS Commercial Services UK Limited	Owner	5733510	February 15, 1996	March 31, 1998	United States
INEOS Commercial Services UK Limited	Owner	5668228	February 15, 1996	September 16, 1997	United States
INEOS Commercial Services UK Limited	Owner	5541270	May 19, 1994	July 30, 1996	United States
INEOS Commercial Services UK Limited	Owner	7276564	July 8, 2004	October 2, 2007	United States
INEOS Commercial Services UK Limited	Owner	5475171	August 4, 1994	December 12, 1995	United States
INEOS Commercial Services UK Limited	Owner	6410659	July 31, 1997	June 25, 2002	United States
INEOS Commercial Services UK Limited	Owner	6258912	July 15, 1999	July 10, 2001	United States
INEOS Commercial Services UK Limited	Owner	6300437	April 15, 1998	October 9, 2001	United States
INEOS Commercial Services UK Limited	Owner	5674955	March 01, 1995	October 07, 1997	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Commercial Services UK Limited	Owner	5789501	January 15, 1997	August 04, 1998	United States
INEOS Commercial Services UK Limited	Owner	5714429	June 5, 1995	February 3, 1998	United States
INEOS Commercial Services UK Limited	Owner	5684216	July 23, 1995	November 4, 1997	United States
INEOS Commercial Services UK Limited	Owner	5929180	February 12, 1996	July 27, 1999	United States
INEOS Commercial Services UK Limited	Owner	5633333	February 12, 1996	May 27, 1997	United States
INEOS Commercial Services UK Limited	Owner	5922818	November 26, 1996	July 13, 1999	United States
INEOS Commercial Services UK Limited	Owner	6225422	August 11, 1997	May 01, 2001	United States
INEOS Commercial Services UK Limited	Owner	5928612	November 17, 1997	July 27, 1999	United States
INEOS Commercial Services UK Limited	Owner	6140460	October 06, 1999	October 31, 2000	United States
INEOS Oxide Limited	Owner	RE41341	February 28, 2007	January 19, 1999	United States
INEOS Oxide Limited	Owner	6242389	April 13, 1998	June 5, 2001	United States

<b>Grantor</b>	<b>Nature of Interest (e.g. owner, licensee)</b>	<b>Registered Patent No.</b>	<b>Filing Date</b>	<b>Grant Date</b>	<b>Country of Issue</b>
INEOS Oxide Limited	Owner	6232491	April 26, 1999	May 15, 2001	United States
INEOS Commercial Services UK Limited	Owner	6258978	November 5, 1999	July 10, 2001	United States
INEOS Oxide Limited	Owner	6497849	November 26, 1999	December 24, 2002	United States
INEOS Oxide Limited	Owner	7432393	September 8, 2005	October 7, 2008	United States
INEOS Commercial Services UK Limited	Owner	Application No. 11/883162	January 27, 2006		United States
INEOS Commercial Services UK Limited	Owner	Application No. 11/921268	June 01, 2006		United States
INEOS Commercial Services UK Limited	Owner	Application No. 11/700954	February 1, 2007		United States
INEOS Commercial Services UK Limited	Owner	Application No. 12/087406	December 20, 2006		United States
INEOS Commercial Services UK Limited	Owner	Application No. 12/312963	December 11, 2007		United States
INEOS Commercial Services UK Limited	Owner	Application No. 12/998254	October 09, 2009		United States
INEOS Commercial Services UK Limited	Owner	7678726	August 04, 2004	March 16, 2010	United States

<b>Grantor</b>	<b>Nature of Interest (e.g. owner, licensee)</b>	<b>Registered Patent No.</b>	<b>Filing Date</b>	<b>Grant Date</b>	<b>Country of Issue</b>
INEOS Commercial Services UK Limited	Owner	Application No. 10/586781	January 14, 2005		United States
INEOS Commercial Services UK Limited	Owner	7332549	July 08, 2004	Feb 19, 2008	United States
INEOS Commercial Services UK Limited	Owner	Application No. 11/667466	November 10, 2005		United States
INEOS Commercial Services UK Limited	Owner	7842638	June 23, 2005	November 30, 2010	United States
INEOS Commercial Services UK Limited	Owner	Application No. 11/662710	Sept 13, 2005		United States
INEOS Commercial Services UK Limited	Owner	Application No. 11/660050	July 25, 2005		United States
INEOS Commercial Services UK Limited	Owner	Application No. 11/884653	February 15, 2006		United States
INEOS Commercial Services UK Limited	Owner	7652109	October 07, 2005	January 26, 2010	United States
INEOS Commercial Services UK Limited	Owner	7807761	January 06, 2006	October 05, 2010	United States
INEOS Commercial Services UK Limited	Owner	5714555	June 06, 1995	February 03, 1998	United States

Grantor	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Filing Date	Grant Date	Country of Issue
INEOS Commercial Services UK Limited	Owner	5714425	August 10, 1995	February 03, 1998	United States
INEOS Commercial Services UK Limited	Owner	7883671	November 10, 2005	February 08, 2011	United States

INEOS USA LLC  
3030 WARRENVILLE RD., S/650  
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Telephone: 630 857 7142  
Facsimile: 630 857 7328

**FACSIMILE TRANSMITTAL SHEET**

DATE: November 28, 2011

TO: U.S. Patent Office - Fax: 571 273-0140

Pages including cover: **16 TOTAL**

FROM: Teddi Triggs, IP Legal Secretary

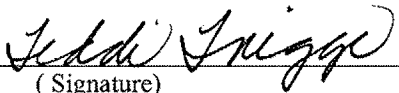
RE: Customer No. 68261  
Ineos Commercial Services UK Ltd./Barclays Bank PLC

Enclosed please find 15 pages of the following:

1. Recordation Cover Sheet (1 page);
2. Supplemental Cover Sheet (1 pages);
3. Agreement (3 pages);
4. Schedule A to IP Security (10 pages).

**CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8**

I hereby certify that this correspondence is being facsimile transmitted to the  
United States Patent and Trademark Office on November 28, 2011 date.

  
(Signature)

Teddi Triggs  
(Typed Name)

630 857 7142  
(Telephone No.)