

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
INEOS OXIDE LIMITED	05/29/2012
RECEIVING PARTY DATA	
Name:	Barclays Bank PLC
Street Address:	5 The North Colonnade
Internal Address:	Canary Wharf
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 4BB
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	RE41341
Patent Number:	6242389
Patent Number:	6232491
Patent Number:	6497849
Patent Number:	7432393
CORRESPONDENCE DATA	
Fax Number:	(630)857-7328
Phone:	630-857-7151
Email:	David.Yusko@Ineos.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	David P. Yusko
Address Line 1:	3030 Warrenville Road
Address Line 2:	Suite 650
Address Line 4:	Chicago, ILLINOIS 60532

CH \$200.00 RE41341

ATTORNEY DOCKET NUMBER:	30,817
NAME OF SUBMITTER:	David P. Yusko
Total Attachments: 5 source=C8(b)US law IP security agreement#page1.tif source=C8(b)US law IP security agreement#page2.tif source=C8(b)US law IP security agreement#page3.tif source=C8(b)US law IP security agreement#page4.tif source=C8(b)US law IP security agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated May 29 May, 2012, is made by the person listed on the signature page hereof (the "*Grantor*") in favor of Barclays Bank PLC, as Security Agent (the "*Security Agent*") for the Secured Parties.

WHEREAS, INEOS US Finance LLC and INEOS Finance PLC, as Borrowers, Barclays Bank PLC as Administrative Agent and Security Agent, and the Lenders referred to therein have entered into a Credit Agreement dated April 27, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Senior Facilities Agreement*").

WHEREAS, INEOS Finance plc as the issuer (the "*Original Senior Secured Note Issuer*"), certain Group Companies as guarantors, The Bank of New York Mellon, as trustee, and the other parties thereto have entered into an Indenture dated May 4, 2012 (as amended, restated, supplemented, amended, waived or otherwise modified from time to time, the "*Original Senior Secured Indenture*").

WHEREAS, the Principal Obligor, certain subsidiaries of the Parent (including the Grantor) and others have entered into an intercreditor deed dated May 12, 2010 (as amended, amended and restated, supplemented and/or waived from time to time, the "*Intercreditor Deed*") between, amongst others, the Obligors referred to therein, Barclays Bank PLC as security agent and as facility agent for the Senior Lenders referred to therein, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as the trustee for the Senior Secured Note Creditors referred to therein and for the High Yield Noteholders referred to therein. Terms defined in the Security Agreement referred to below or the Senior Facilities Agreement and not otherwise defined herein are used in this IP Security Agreement Supplement as defined in the Security Agreement or the Senior Facilities Agreement, as applicable. If: (A) the Senior Discharge Date (as defined in the Intercreditor Deed) insofar as it relates to the Senior Finance Documents (as defined in the Senior Facilities Agreement) has 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 Supplement 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, the Grantor and certain other persons have executed and delivered that certain Security Agreement dated May 4, 2012 made by the Grantor and such other persons to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and certain subsidiaries of the Parent have entered into that certain Intellectual Property Security Agreement dated May 4, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the 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) all 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 foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of the Indebtedness.

SECTION 3. Recordation. The 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 Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

INEOS OXIDE LIMITED

By: 
Name: Craewe Leask
Title: Director

Address for Notices:
Hawkslease
Chapel Lane
Lyndhurst
Hampshire SO43 7FG
United Kingdom

I. Patents**US Patents**

Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
8651	INEOS Oxide Limited	RE41341	United States
8774	INEOS Oxide Limited	6242389	United States
8984	INEOS Oxide Limited	6232491	United States
9131	INEOS Oxide Limited	6497849	United States
10092	INEOS Oxide Limited	7432393	United States

Foreign Patents

Case No.	Grantor	Country where registered	Patent Number
8585	INEOS Oxide Limited	United Kingdom	EP0800611
8651	INEOS Oxide Limited	United Kingdom	EP0757027
8651	INEOS Oxide Limited	United Kingdom	EP0959064
8762	INEOS Oxide Limited	United Kingdom	EP0912815
8984	INEOS Oxide Limited	United Kingdom	EP1140703
9131	INEOS Oxide Limited	United Kingdom	EP0893470

Patent Applications

None.

II. Trademarks

None.

Trademark Applications

None.