

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3323825

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|---|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| STYROLUTION AMERICA LLC | 04/21/2015 |
| RECEIVING PARTY DATA | |
| Name: | BARCLAYS BANK PLC, AS SECURITY AGENT |
| Street Address: | 5 THE NORTH COLONNADE |
| City: | LONDON |
| State/Country: | UNITED KINGDOM |
| Postal Code: | E14 4BB |
| PROPERTY NUMBERS Total: 8 | |
| Property Type | Number |
| Patent Number: | 8697794 |
| Patent Number: | 6166099 |
| Patent Number: | 6274641 |
| Patent Number: | 6433092 |
| Patent Number: | 6608141 |
| Patent Number: | 6420444 |
| Patent Number: | 6476149 |
| Patent Number: | 6734247 |
| CORRESPONDENCE DATA | |
| Fax Number: | (866)826-5420 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
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| Correspondent Name: | IP RESEARCH PLUS, INC. |
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| Address Line 4: | WALDORF, MARYLAND 20602 |
| ATTORNEY DOCKET NUMBER: | CRS1-40064 |
| NAME OF SUBMITTER: | PENELOPE J.A. AGODOA |
| SIGNATURE: | /pja/ |

PATENT

| | |
|--|------------|
| DATE SIGNED: | 04/23/2015 |
| Total Attachments: 11 source=40064#page1.tif source=40064#page2.tif source=40064#page3.tif source=40064#page4.tif source=40064#page5.tif source=40064#page6.tif source=40064#page7.tif source=40064#page8.tif source=40064#page9.tif source=40064#page10.tif source=40064#page11.tif | |

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 21, 2015 (this “**Agreement**”), among STYROLUTION AMERICA LLC, a Delaware limited liability company, and STYROLUTION US HOLDING LLC, a Delaware limited liability company, and any Additional Grantors (as defined therein) (each of the foregoing, a “**Grantor**,” and collectively, the “**Grantors**”), and BARCLAYS BANK PLC, as Security Agent for the Secured Parties (the “**Security Agent**”).

RECITALS:

- i. Whereas, reference is made to that certain second lien PIK toggle loan agreement (the “**Second Lien PIK Toggle Loan Agreement**”) dated as of November 7, 2014, among STYROLUTION GROUP GMBH and STYROLUTION US HOLDING LLC (as Borrowers and Guarantors), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and BARCLAYS BANK PLC, as Administrative Agent and Security Agent.
- ii. Whereas, reference is made to that certain intercreditor agreement (the “**Intercreditor Agreement**”) dated as of November 7, 2014, among, *in alias*, STYROLUTION GROUP GMBH, as the Company, STYROLUTION BETEILIGUNGS GMBH, as the Original Subordinated Creditor and BARCLAYS BANK PLC, as Administrative Agent and Security Agent.
- iii. The Grantors are party to a Second Lien Security Agreement, dated as of February 5, 2015, in favor of the Security Agent (as it may from time to time be amended, modified or supplemented, the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- iv. In consideration of the mutual conditions and agreements set forth in the Intercreditor Agreement, the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and

interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means each Grantor's right, title and interest in, to and under:

- (a) all Copyrights and exclusive Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all Patents to which it is a party, including those referred to on Schedule II hereto; and
- (c) all Trademarks to which it is a party, including those referred to on Schedule III hereto.

Section 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property if the grant of such Security Interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

Section 5 Security Agreement

The security interest granted pursuant to this Agreement is granted in furtherance of the security interest granted to the Security Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral 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.

Section 6 Governing Law

THIS AGREEMENT, AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW.

[Remainder of page intentionally left blank]

In witness whereof, each Grantor has caused this Second Lien Intellectual Property Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above

STYROLUTION AMERICA LLC, as Grantor

By: [Signature]
Name: DIRX GRIFFITH AS ATTORNEY
Title:

By: [Signature]
Name: Dr. A. Frankenberg
Title: As Attorney

STYROLUTION US HOLDING, LLC, as Grantor

By: [Signature]
Name: DIRX GRIFFITH AS ATTORNEY
Title:

By: [Signature]
Name: Dr. A. Frankenberg
Title: As Attorney

[Signature Page -- Second Lien Intellectual Property Security Agreement]

[0523041]

ACCEPTED AND AGREED:

BARCLAYS BANK PLC. as Security Agent

By: 

Name: Christine Aharonian

Title: Vice President

[Signature Page -- Second Lien Intellectual Property Security Agreement]

[[3523041]]

PATENT
REEL: 035494 FRAME: 0791

**SCHEDULE I TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

| Grantor | Title | Reg. No. or Appln. No. | Date |
|----------------|--------------|-----------------------------------|-------------|
| NONE | | | |

(B) COPYRIGHT APPLICATIONS

| Grantor | Title | Reg. No. or Appln. No. | Date |
|----------------|--------------|-----------------------------------|-------------|
| NONE | | | |

(C) COPYRIGHT LICENSES

| Grantor | Copyright(s) Licensed | Name of Agreement | Parties | Date |
|----------------|----------------------------------|------------------------------|----------------|-------------|
| NONE | | | | |

**SCHEDULE II TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

PATENT REGISTRATIONS

(A) REGISTERED PATENTS

| Grantor | Title | Reg. No. or Appl. No. | Date | Country |
|---|--|----------------------------------|-------------|------------------|
| STYROLUTION AMERICA LLC | Impact Modified Styrenic Polymers with Improved Stress Crack Properties | 2,754,923 | 02/24/2010 | Canada |
| STYROLUTION AMERICA LLC | Impact Modified Styrenic Polymers with Improved Stress Crack Properties | 314777 | 10/30/2013 | Mexico |
| STYROLUTION AMERICA LLC | Impact Modified Styrenic Polymers with Improved Stress Crack Properties | 8,697,794 | 04/15/2014 | United States |
| STYROLUTION AMERICA LLC | Tetrafunctional Initiator | 6,166,099 | 12/26/2000 | United States |
| STYROLUTION AMERICA LLC | Tetrafunctional Initiator | 6,274,641 | 08/14/2001 | United States |
| STYROLUTION AMERICA LLC | Tetrafunctional Initiator | 6,433,092 | 08/13/2002 | United States |
| STYROLUTION AMERICA LLC | Tetrafunctional Initiator | 6,608,141 | 08/19/2003 | United States |
| STYROLUTION AMERICA LLC | Tetrafunctional Initiator | 6,420,444 | 07/16/2002 | United States |
| STYROLUTION AMERICA LLC | Tetrafunctional Initiator | 6,476,149 | 11/05/2002 | United States |
| STYROLUTION AMERICA LLC | Transparent High Impact Alloy | CA2467928C | 6/29/2010 | Canada |
| STYROLUTION AMERICA LLC ¹ | Transparent High Impact Alloy | MX249254B | 9/21/2007 | Mexico |
| STYROLUTION AMERICA LLC | Transparent High Impact Alloy | 6,734,247 | 05/11/2004 | United States |

¹ Petition for change of owner name to Styrolution America LLC filed with the Mexican Patent Office on 5-Apr-2013; No word yet whether the Mexican Patent Office has recognized the Petition

(B) PATENT APPLICATIONS

| Grantor | Title | Reg. No. or Appln. No. | Date | Country |
|--------------------------------------|---|-------------------------------|-------------|----------------|
| STYROLUTION AMERICA LLC | Impact Modified Styrenic Polymers with Improved Stress Crack Properties | PI 1006477-0 | 02/24/2010 | Brazil |
| STYROLUTION AMERICA LLC ² | Impact Modified Styrenic Polymers with Improved Stress Crack Properties | 10753848.0 | 02/24/2010 | EPO |
| STYROLUTION AMERICA LLC | Impact Modified Styrenic Polymers with Improved Stress Crack Properties | 12106493.5 | 02/24/2010 | Hong Kong |
| STYROLUTION AMERICA LLC | Impact Modified Styrenic Polymers with Improved Stress Crack Properties | 3730/KOLNP/2011 | 02/24/2010 | India |

² Instructions to change name from INEOS Styrenics LLC submitted on 10/31/14

| Grantor | Title | Reg. No. or Appln. No. | Date | Country |
|-------------------------|---|-------------------------------|-------------|----------------|
| STYROLUTION AMERICA LLC | Monovinyl Aromatic Polymer Compositions with a Novel Combination of Stiffness and Stress Crack Resistance | BR1120120221710 | 02/18/2011 | Brazil |
| STYROLUTION AMERICA LLC | Monovinyl Aromatic Polymer Compositions with a Novel Combination of Stiffness and Stress Crack Resistance | 2,791,854 | 02/18/2011 | Canada |
| STYROLUTION AMERICA LLC | Monovinyl Aromatic Polymer Compositions with a Novel Combination of Stiffness and Stress Crack Resistance | 11753777.9 | 02/18/2011 | EPO |
| STYROLUTION AMERICA LLC | Monovinyl Aromatic Polymer Compositions with a Novel Combination of Stiffness and Stress Crack Resistance | 2888/KOLNP/2012 | 02/18/2011 | India |

| Grantor | Title | Reg. No. or Appln. No. | Date | Country |
|-------------------------|---|-------------------------------|-------------|----------------|
| STYROLUTION AMERICA LLC | Monovinyl Aromatic Polymer Compositions with a Novel Combination of Stiffness and Stress Crack Resistance | MX/a/2012/010054 | 02/18/2011 | Mexico |

(C) PATENT LICENSES

| Grantor | Patent(s) Licensed | Name of Agreement | Parties | Date |
|----------------|---------------------------|--------------------------|----------------|-------------|
| NONE | | | | |

**SCHEDULE III TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

| Grantor | Title | Reg. No. or Appl. No. | Date | Country |
|----------------------------|--------------|----------------------------------|-------------|---------------------------|
| STYROLUTION AMERICA LLC | CLEARBLEND | TMA856642 | 7/31/2013 | Canada |
| STYROLUTION AMERICA LLC | CLEARBLEND | 1046480 | 7/21/2010 | International Register |
| STYROLUTION AMERICA LLC | CLEARBLEND | 3,951,996 | 4/26/2011 | United States |
| STYROLUTION AMERICA LLC | NAS | 552697 | 7/2/1993 | Australia |
| STYROLUTION AMERICA LLC | NAS | 396,066 | 3/20/1992 | Canada |
| STYROLUTION AMERICA LLC | NAS | 2878/92 | 3/27/1991 | Hong Kong |
| STYROLUTION AMERICA LLC | NAS | 411092 | 1/23/1992 | Mexico |
| STYROLUTION AMERICA LLC | NAS | 208175 | 4/19/1995 | New Zealand |
| STYROLUTION AMERICA LLC | NAS | S/4426/91 | 4/30/1991 | Singapore |
| STYROLUTION AMERICA LLC | NAS | 535217 | | Taiwan |
| STYROLUTION AMERICA LLC | NAS | 891,126 | 5/19/1970 | United States |
| STYROLUTION AMERICA LLC | ZYLAR | 551989 | 10/18/1995 | Australia |
| STYROLUTION AMERICA LLC | ZYLAR | TMA425,456 | 3/25/1994 | Canada |
| STYROLUTION AMERICA LLC | ZYLAR | 2514898 | 3/31/1993 | Japan |
| STYROLUTION AMERICA LLC | ZYLAR | 513445 | 2/1/1991 | Taiwan |

| Grantor | Title | Reg. No. or Appln. No. | Date | Country |
|-------------------------|--------------|-------------------------------|-------------|----------------|
| STYROLUTION AMERICA LLC | ZYLAR | 1,449,140 | 7/28/1987 | United States |

(B) TRADEMARK APPLICATIONS

| Grantor | Title | Reg. No. or Appln. No. | Date | Country |
|----------------|--------------|-------------------------------|-------------|----------------|
| NONE | | | | |

(C) TRADEMARK LICENSES

| Grantor | Trademark(s) Licensed | Name of Agreement | Parties | Date |
|----------------|------------------------------|--------------------------|----------------|-------------|
| NONE | | | | |