

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3370509

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INEOS EUROPE AG	05/27/2015
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC
Street Address:	5 THE NORTH COLONNADE
Internal Address:	CANARY WHARF
City:	LONDON
State/Country:	GREAT BRITAIN
Postal Code:	E14 4BB
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7276639
Patent Number:	7357902
Patent Number:	7807860
CORRESPONDENCE DATA	
Fax Number:	(630)857-7328
<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>	
Phone:	630-857-7000
Email:	christina.knott@ineos.com
Correspondent Name:	INEOS USA LLC
Address Line 1:	3030 WARRENVILLE ROAD, SUITE 650
Address Line 4:	LISLE, ILLINOIS 60532
ATTORNEY DOCKET NUMBER:	SECURITY AGREEMENT
NAME OF SUBMITTER:	DAVID P. YUSKO
SIGNATURE:	/David P. Yusko/
DATE SIGNED:	05/27/2015
Total Attachments: 6	
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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 27, 2015, 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 (as defined in the Security Agreement referred to below).

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 and restated as of May 8, 2013, as further amended and restated as of February 21, 2014, as further amended as of November 24, 2014, as further amended pursuant to a joinder agreement as of March 31, 2015 and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Senior Facilities Agreement*").

WHEREAS, INEOS Finance plc, as the 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 and restated, waived or otherwise modified from time to time, the "*Original Senior Secured Indenture*").

WHEREAS, INEOS Finance plc, as the issuer, certain Group Companies, as guarantors, The Bank of New York Mellon, London Branch, as trustee, and the other parties thereto have entered into an Indenture dated May 5, 2015 (as amended, restated, supplemented, amended and restated, waived or otherwise modified from time to time, the "*Additional 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 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 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, certain subsidiaries of the Parent have executed and delivered that certain Security Agreement dated as of May 4, 2012 to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security*

Agreement") and the Grantor has acceded to the Security Agreement by way of a supplemental security agreement dated on or about the date hereof.

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, among other property, certain intellectual property of the Grantor, 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of the 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 the 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 the 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 the Grantor, the payment of all amounts that constitute part of the Indebtedness

and that would be owed by the 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. 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.

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. 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 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, the 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.

INEOS EUROPE AG

By: 

Name: YASIN ALI

Title: ATTORNEY

Address for Notices:
Avenue des Uttins, 3
CH- 1180
Rolle Switzerland

Schedule A

Patents

U.S. Patents

Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
9386	INEOS EUROPE AG	7276639	USA
9944	INEOS EUROPE AG	7357902	USA
9983	INEOS EUROPE AG	7807860	USA

Foreign Patents

Case No.	Grantor	Registered Patent No./ Application No.	Country of Issue
8906	INEOS EUROPE AG	EP0969037	UK

Schedule B

Trademarks

None.

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Schedule C

Copyrights

None.

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