

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 8/30/2005)

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Tab 40 TM

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)/Execution Date(s):
 HUNTSMAN EXPANDABLE POLYMERS
 COMPANY LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Utah Limited liability company

Citizenship (see guidelines) _____
 Execution Date(s) Oct 14, 2004
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Deutsche Bank Trust Company Americas,
 Internal as agent
 Address: _____
 Street Address: 60 Wall Street
 City: New York
 State: New York
 Country: USA Zip: 10005

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest in U.S. Trademarks and Patents

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2,124,151

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Laura Konrath
 Internal Address: 33rd Floor
Winston & Strawn
 Street Address: 35 W. Wacker Dr
 City: Chicago
 State: Illinois Zip: 60601
 Phone Number: (312) 558-6352
 Fax Number: (312) 558-5700
 Email Address: L.Konrath@winston.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 232428
 Authorized User Name [Signature]

9. Signature: [Signature] 11/23/04
 Date

Name of Person Signing: Laura Konrath

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 232428 2124151

TM & Pat
TAB 40

**GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Huntsman Expandable Polymers Company LLC, a Utah limited liability company (the "Grantor") with principal offices at 500 Huntsman Way, Salt Lake City, UT 84108, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT is made to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement between the Grantor, the other assignors party thereto and the Grantee, dated as of October 14, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Grant to the Grantor.

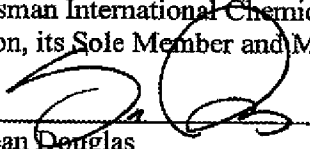
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 14 day of October, 2004.

HUNTSMAN EXPANDABLE POLYMERS
COMPANY, LC
as Grantor

By: Huntsman International Chemicals
Corporation, its Sole Member and Manager

By: 
Name: Sean Douglas
Title: Vice President

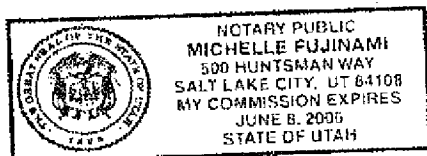
DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Grantee

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 13th day of October, 2004, before me personally came Sean Douglas, who being duly sworn, did depose and say that he is Vice President of Huntsman International Chemicals Corporation, Sole Member and Manager of Huntsman Expandable Polymers Company, LC, that he is authorized to execute the foregoing Grant of Security Interest on behalf of said limited liability company and that he did so by authority of the Board of Directors of said corporation as sole member and manager of said limited liability company.

Michelle Fujinami
Notary Public



[Signature Page to Grant of Security Interest in Trademarks and Patents (Huntsman Expandable Polymers Company, LC)]

TRADEMARK
REEL: 003020 FRAME: 0280

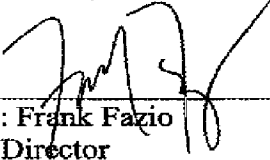
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HUNTSMAN EXPANDABLE POLYMERS
COMPANY, LC
as Grantor

By: Huntsman International Chemicals
Corporation, its Sole Member and Manager

By: _____
Name: _____
Title: _____

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Grantee

By:  _____
Name: Frank Fazio
Title: Director

Schedule A

U.S. Trademark Registration

Trademarks For Owner: Huntsman Expandable Polymers Co. LC
Date of Report: 04OC2004

Docket No.	CTRY	Types Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
1731 TM	USA	Registered	13JUL1995	74/700754	23DE1997	2124151	23DE2007	
23DE2007								

Attorney: PHL Client/Division: EPS Agent: Class & Type: IN 17
 Mark: R-MER Goods: EXPANDABLE POLYSTYRENE FOR USE IN THE MANUFACTURE OF
 A WIDE VARIETY OF PRODUCTS



Schedule B

Patents

All patents are encumbered with security interests.

Patents Owned by Huntsman LLC & Subsidiaries
Company: Huntsman Expandable Polymers Company, LC
Date of Report: 04OC2004

Docket No.	Ctry	Types	Status	App Date	App No	Grant Dt	Pat No.	Mkt Tax Dt	Exp Dt
81401	USA	G		10JL1989	377260	22MY1990	4927858	22NO2001	10JL2009
Title: POLYPHENYLENE ETHER-ALKENYL AROMATIC POLYMER BLENDS HAVING									
Client/Division: GECET									
Owner of Record: Huntsman Chemical Corporation									
81401-D1	USA	D	G	12MR1990	492499	12PE1991	4992482	12AU2002	10JL2009
Title: POLYPHENYLENE ETHER-ALKENYL AROMATIC POLYMER BLENDS HAVING									
Client/Division: GECET									
Owner of Record: Huntsman Chemical Corporation									

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