

04-23-2003



102427789

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Effective Date
Month Day Year
11 / 25 / 2002
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Texas Petrochemicals LP.

Effective Date
Month Day Year
11 / 25 / 2002

Formerly Texas Petrochemicals Corporation

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, National Association

DEB/JAKA/TA _____

Composed of _____

Address (line 1) 55 S. Lake Avenue, Suite 900

Address (line 2) _____

Address (line 3) Pasadena California 91101
City State/Country Zip Code

04/22/2003 T91AZ1 00000136 1803456

- 01 FC:852 40.00 BP
- 02 FC:852 75.00 BP
- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization national banking association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic Representative should be attached.
(Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 214/855-4775

Name Andrea Walker
Address (line 1) Jenkins & Gilchrist, A Professional Corporation
Address (line 2) 1445 Ross Avenue, Suite 3200
Address (line 3) Dallas, Texas 75202-2799
Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 7

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
_____	<u>1,803,456</u> <u>2,371,431</u>
_____	<u>2,208,440</u>
_____	<u>2,218,371</u>

Number of Properties Enter the total number of properties involved. # 4

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$115.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 10-0447

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Andrea Walker
Name of Person Signing

Andrea Walker
Signature

April 17, 2003
Date Signed

TRADEMARK SECURITY AGREEMENT

(Texas Petrochemicals LP)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between TEXAS PETROCHEMICALS LP (formerly known as Texas Petrochemicals Corporation), a Texas limited partnership (the "Debtor"), and BANK OF AMERICA, N.A., a national banking association (the "Secured Party"), acting in its capacity as administrative agent under the Credit Agreement described hereinbelow, and is executed pursuant to that certain Credit Agreement dated as of November 25, 2002 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"; all terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement) among the Debtor, certain of its affiliates party thereto, the Lenders party thereto, and the Secured Party.

Recitals:

A. The Debtor and the Secured Party are parties to that certain Security Agreement dated as of November 25, 2002 (as amended, restated, or otherwise modified, the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by

any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the 25th day of November, 2002.

[Remainder of page intentionally left blank]

DEBTOR:

TEXAS PETROCHEMICALS LP

By: TPC Holding Corp., its general partner

By: 
Carl Stutts
Executive Vice President and
Chief Financial Officer

SECURED PARTY:

BANK OF AMERICA, N.A., as administrative
agent

By: _____
Name: _____
Title: _____

DEBTOR:

TEXAS PETROCHEMICALS LP

By: TPC Holding Corp., its general partner

By: _____

Carl Stutts
Executive Vice President and
Chief Financial Officer

SECURED PARTY:

BANK OF AMERICA, N.A., as administrative
agent

By: _____


Stephen J. King
Vice President

ACKNOWLEDGMENT

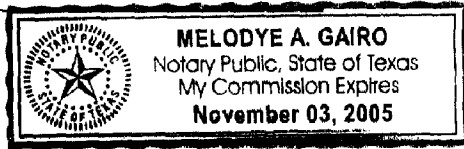
STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me this 22 day of November, 2002, by Carl Stutts, as Executive Vice President and Chief Financial Officer of TPC Holding Corp., a Delaware corporation, on behalf of such corporation, in its capacity as general partner of Texas Petrochemicals LP.

Melodye A. Gairo
Notary Public in and for the State of Texas

{Seal}

My commission expires: _____



STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

This instrument was acknowledged before me this _____ day of November, 2002, by _____, as _____ of Bank of America, N.A., a national banking association, on behalf of such banking association.

Notary Public in and for the State of California

{Seal}

My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me this _____ day of November, 2002, by Carl Stutts, as Executive Vice President and Chief Financial Officer of TPC Holding Corp., a Delaware corporation, on behalf of such corporation, in its capacity as general partner of Texas Petrochemicals LP.

{Seal}

Notary Public in and for the State of Texas

My commission expires: _____

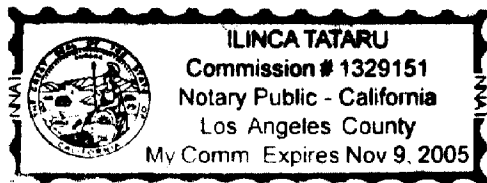
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

This instrument was acknowledged before me this 25th day of November, 2002, by Stephen J. King, as Vice President of Bank of America, N.A., a national banking association, on behalf of such banking association.

{Seal}

Ilince Tataru
Notary Public in and for the State of California

My commission expires: 11/9/05






Schedule 1
to
Trademark Security Agreement

Trademark Licenses

Name of Agreement	Trademark	Date of Agreement
None.		

Trademarks

INDEX TO TRADEMARKS

TRADEMARK DESIGN	TRADEMARK REG. NO.	REGISTRATION DATE
	2,371,431	7-25-00
	2,218,371	1-19-99
	2,208,440	12-8-98
SKIP Process	1803456	11-09-93

All such trademarks are registered to Texas Petrochemicals Corporation (predecessor to Texas Petrochemicals LP).