

05-01-2003

Form PTO-1594
1-31-92



SHEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102435856

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Resolution Performance Products LLC

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State -
 Other **Limited Liability Company**

Additional name(s) of conveying party(ies) attached? Yes No

4-28-03

2. Name and address of receiving party(ies):
 Name: **Morgan Stanley & Co. Incorporated**
 Internal Address: _____
 Street Address: **1633 Broadway, 25th Floor**
 City: **New York** State: **NY** ZIP: **10019**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other **Collateral Agent**

3. Nature of conveyance:
 Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: **April 22, 2003**

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)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
78/093745 **76/238383**
76/238388 **76/238389**

Trademark Registration No.(s)
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Rachael Sanderson, Legal Assistant**
 Internal Address: **White & Case LLP**

Street Address: **1155 Avenue of the Americas**
 City: **New York** State: **NY** ZIP: **10036**

6. Total number of applications and registration involved: **4**

7. Total fee (37 CFR 3.41): \$ **115.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in event of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Rachael Sanderson *Rachael Sanderson* **4/28/03**
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: **8**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

OFFICE OF PUBLIC RECORDS
 APR 28 AM 7:19
 FINANCE SECTION

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet.

Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-3009, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

04/30/2003 791AZ1 0000037 78093745
 01 FC:8521 40.00 BP
 02 FC:8522 75.00 BP

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Resolution Performance Products LLC, a a limited liability company (the "Grantor") with principal offices at 1600 Smith Street, 24th Floor, Houston, TX 77002, hereby assigns and grants to Morgan Stanley & Co., Incorporated, as Collateral Agent, with principal offices at 1633 Broadway – 25th Floor, New York, New York 10019 (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 Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated US Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 14, 2000 and as amended and restated as of April 9, 2003 (as further amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.


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 as 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.

* * *

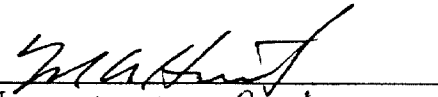
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

22nd day of April, 2003.

RESOLUTION PERFORMANCE PRODUCTS LLC,
as Grantor

By 
Name: Seth Kleiman
Title: Director

MORGAN STANLEY & CO., INCORPORATED,
as Collateral Agent and Grantee

By 
Name: Michael Hart
Title: Managing Director

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

9th day of April, 2003.

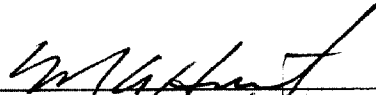
RESOLUTION PERFORMANCE PRODUCTS LLC,
as Grantor

By _____

Name:

Title:

MORGAN STANLEY & CO., INCORPORATED,
as Collateral Agent and Grantee

By  _____

Name: Michael Hart

Title: Managing Director

STATE OF New York)
)
COUNTY OF New York) ss.:

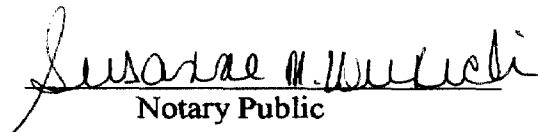
On this 22 day of April, 2003, before me personally came Scott Klemmer
_____ who, being by me duly sworn, did state as follows: that [s]he is
Director of Resolution Performance Products LLC, that [s]he is authorized to execute
the foregoing Grant on behalf of said limited liability company and that [s]he did so by authority
of the Board of Directors of said limited liability company.

Chelsea N. Vick
Notary Public

CHELSEA N. VICK
Notary Public, State of New York
NO. 01V16086121
Qualified in Kings County
Commission Expires Jan. 13, 2007

STATE OF New York)
COUNTY OF New York) ss.:

On this 9th day of April, 2003, before me personally came _____
Michael Hart who, being by me duly sworn, did state as follows: that [s]he is
managing Director of Morgan Stanley & Co., Incorporated, that [s]he is authorized to
execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of
the Board of Directors of said corporation.


Notary Public

SUSANNE M. WUKICH
Notary Public, State of New York
No. 01WU5086113
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 10/6/2005

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
CARIVERSE	USA	78093745	11/16/01
RESOLUTION	USA	76238388	4/10/01
RESOLUTION PERFORMANCE PRODUCTS	USA	76238383	4/10/01
RESOLUTION PERFORMANCE PRODUCTS	USA	76238389	4/10/01