

10-29-2003

Form PTO-1594

OMB No. 0651-0011 (exp.



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

10.27.03

102586275

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies)
 Huntsman Chemical Corporation
 500 Huntsman Way
 Salt Lake City, UT 84108

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State - Texas
 Other _____

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

2. Name and address of receiving party(ies):
 Huntsman Expandable Polymers Company, LC

Street Address: 500 Huntsman Way
 Salt Lake City, UT 84108

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company

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) and address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Bill of Sale and Assignment

Execution Date: December 31, 1998

4. Application number(s) or Registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No. _____
 2,124,151 (R-MER)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Nicole Graham
 HUNTSMAN LLC
 P. O. Box 15730
 Austin, TX 78761

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be charged to Deposit Account
 Any deficiencies or overpayments are authorized to be charged to or credited to deposit account

8. Deposit Account Number: 08-3442

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.

Nicole Graham *Nicole Graham* Oct. 22, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 12

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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Instrument") is made and entered into as of the 31st day of December, 1998, by HUNTSMAN CHEMICAL CORPORATION, a Texas corporation (the "Member"), to and in favor of HUNTSMAN EXPANDABLE POLYMERS COMPANY, LC, a Utah limited liability company (the "Company").

RECITALS:

WHEREAS, the Member owns and operates the HCC North American EPS Business (as defined in Section 1(c)) and the HCC Specialty Expandable Resins Business (as defined in Section 1(d)) (collectively, the "HCC Expandable Businesses"); and

WHEREAS, pursuant to the provisions of Section 48-2b-126 of the Utah Limited Liability Company Act, the Company and the Member have entered into a certain Operating Agreement (the "Operating Agreement"), pursuant to which (among other things) the Member (as the sole member of the Company) has agreed to contribute to the Company all right, title, and interest of the Member in and to the HCC Expandable Businesses and certain related assets, all as hereinafter provided.

NOW, THEREFORE, for the purpose of effecting such contribution and for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the Member, the Member does hereby agree as follows:

1. Definitions. Any term used herein which is not defined herein, but which is defined in the Operating Agreement, shall have the meaning defined in the Operating Agreement. In addition, the following terms shall have the following respective meanings when used in this Instrument:

(a) "Expandable Polystyrene" means neat homo-polymers of Styrene which contain one or more blowing agents.

(b) "HCC Expandable Assets" shall have the meaning ascribed thereto in Section 2.

(c) "HCC North American EPS Business" means all operations (excluding marketing, sales, and distribution) conducted by the Member's business wherever located involving research, development, and production of Expandable Polystyrene.

(d) "HCC Specialty Expandable Resins Business" means all operations (excluding marketing, sales, and distribution) conducted by the Member relating to Specialty Expandable Resins.

(e) "Polystyrene Portion of Peru Plant" shall have the meaning ascribed thereto in the Operating Agreement.

(f) "Specialty Expandable Resins" means: (i) homo-polymers and co-polymers containing Styrene, which homo-polymers and co-polymers are grafted onto or partially occluded within a discontinuous rubbery phase, and (ii) compounded homo-polymers and co-polymers containing Styrene, and (iii) any blends and alloys containing any of the foregoing homo-polymers and co-polymers; provided that, in the case of each of clauses (i), (ii), and (iii), such homo-polymers and co-polymers contain at least one blowing agent.

(g) "Styrene" means styrene monomer having the formula $C_6H_5CH = CH_2$.

2. Sale and Assignment of HCC Expandable Assets. The Member does hereby sell, assign, transfer, convey, grant, bargain, set over, release, deliver, and confirm to the Company, its successors and assigns, TO HAVE AND TO HOLD FOREVER, all right, title, and interest of the Member in and to the HCC Expandable Businesses and in, to, and under the business, properties, assets, good will, and rights of the Member of every kind, character, and description, tangible or intangible, real, personal, or mixed, whether accrued, contingent, or otherwise, that are owned, held, leased, or licensed by the Member on the date hereof and principally used or held for use in the operation or conduct of the HCC North American EPS Business and/or the HCC Specialty Expandable Resins Business, wherever located and whether or not reflected in the books and records of the Member, BUT EXCLUDING the Excluded Assets (as defined in Section 3), collectively referred to herein as the "HCC Expandable Assets," including without limitation:

(a) Peru EPS Manufacturing Facilities. The entire right, title, and interest of the Member in and to the Expandable Polystyrene manufacturing, warehousing, laboratory, office, and other facilities located in Peru, Illinois (the "Peru Manufacturing Facility"), including the Member's entire right, title, and interest in the parcels of real property described in Exhibit A attached hereto, together with and including the entire right, title, and interest of the Member in and to all buildings, structures, installations, fixtures, and other improvements thereto or situated thereon and all other rights, interests, and appurtenances of the Member pertaining thereto.

(b) Personal Property. All machinery, equipment, computer hardware, improvements, tools, furniture, furnishings, vehicles, and other tangible personal property of the Member that on the date hereof are located in or upon the Peru Manufacturing Facility, and all other machinery, equipment, computer hardware, improvements, tools, furniture, furnishings, vehicles, and other tangible personal property of the Member on the date hereof, wherever located, that are principally used or held for use in the operation or conduct of either or both of the HCC Expandable Businesses.

(c) Cash. All cash and cash equivalents of the Member on the date hereof principally used or held for use in the operation or conduct of either or both of the HCC Expandable Businesses.

(d) Inventory. All raw materials, work-in-process, finished goods, packaging, supplies, parts, spare parts, and other inventories of the Member that on the date hereof are located at Peru Manufacturing Facility, and all other raw materials, work-in-process, finished goods, packaging, supplies, parts, spare parts, and other inventories of the Member (including in transit, on consignment, or in the possession of any third party) on the date hereof that are used or held for use in the operation or conduct of either or both of the HCC Expandable Businesses.

(e) Receivables. All accounts receivable of the Member on the date hereof arising out of the operation or conduct of either or both of the HCC Expandable Businesses (the "Receivables").

(f) Intellectual Property. All domestic and foreign patents (including all reissues, divisions, continuations, and extensions thereof), patent applications, patent rights, trademarks, trademark registrations, trademark applications, servicemarks, trade names, business names, brand names, copyrights, copyright registrations, designs, design registrations, and all rights to any of the foregoing of the Member that are principally used or held for use in the operation or conduct of either or both of the HCC Expandable Businesses.

(g) Technology. All domestic and foreign trade secrets, confidential information, inventions, engineering and production designs, drawings, technology, know-how, formulas, processes, procedures, research, records of inventions, test information, ideas, and other similar intangible assets of the Member that are principally used or held for use in the operation or conduct of either or both of the HCC Expandable Businesses.

(h) Permits. All certificates, licenses, authorizations, permits, and approvals issued or granted to the Member by governmental entities that are principally used or held for use in the operation or conduct of either or both of the HCC Expandable Businesses (the "Assigned Permits").

(i) Contracts. All contracts, leases, licenses, indentures, agreements, commitments, and all other legally binding arrangements, whether oral or written (including purchase orders), to which the Member is a party or by which the Member is bound that are principally used or held for use, or that arise principally out of, the operation or conduct of either or both of the HCC Expandable Businesses (the "Assigned Contracts").

(j) Investments. All partnership interests or any other equity interest of the Member in any corporation, company, limited liability company, partnership, joint venture, trust, or other business association that are principally used or held for use, or that arise principally out of, the operation or conduct of either or both of the HCC Expandable Businesses.]

(k) Products Sold. All rights of the Member in and to products sold (including products returned after the date hereof and rights of rescission, replevin, and reclamation) in the operation or conduct of either or both of the HCC Expandable Businesses.

(l) Prepaid Items. All credits, prepaid expenses, deferred charges, advance payments, security deposits, and prepaid items of the Member that are principally used or held for use, or that arise principally out of, the operation or conduct of either or both of the HCC Expandable Businesses.

(m) Claims. All rights, claims, and credits of the Member to the extent relating to any other HCC Expandable Asset or any liability of the Member assumed by the Company, including any such items arising under insurance policies and all guarantees, warranties, indemnities, and similar rights in favor of the Member in respect of any other HCC Expandable Asset or any liability of the Member assumed by the Company.

(n) Records. All books of account, ledgers, general, financial, accounting, and personnel records, files, invoices, suppliers' lists, manuals, and supplier correspondence (in all cases, in any form or medium) of the Member that are principally used or held for use or that arise principally out of, the conduct or operation of either or both of the HCC Expandable Businesses (the "Records").

[(o) Pension Assets. All assets of the _____.]

(p) Goodwill. All goodwill of the Member generated by or primarily associated with either or both of the HCC Expandable Businesses.

3. Excluded Assets. The term "Excluded Assets" means:

(a) Polystyrene Assets. The Polystyrene Portion of the Peru Plant.

(b) Other Polystyrene Assets. Any assets which are owned or held by the Member on the date hereof which are to be allocated to or vested in Nova Chemicals (USA) Inc., a Texas corporation, pursuant to the provisions of the Nova Merger Agreement (as defined in the Operating Agreement).

(c) Marketing and Sales Assets. All assets of any kind or nature owned or held by the Member on the date hereof that are principally used or held for use by the Member in its business for the sale, marketing, or distribution of Expandable Polystyrene and/or Specialty Expandable Resins.

[(d) Pension Assets. All assets of the _____.]

(e) General Ledger. All financial and tax records relating to the Business that form part of the Member's general ledger. The Member shall have the right to retain and utilize for any purpose a copy of the Records.

(f) Other Businesses. All assets of the Member that are principally used or held for use of the Member in the operation or conduct of any business other than either or both of the HCC Expandable Businesses.

4. Power of Attorney. The Member hereby constitutes and appoints the Company, its successors and assigns, the true and lawful attorney of the Member, with full power of substitution, in the name of the Company or in the name of the Member, but for the benefit and at the expense of the Company:

(a) To collect, demand, and receive any and all assets, properties, goodwill, and business hereby contributed and transferred to the Company or intended so to be;

(b) To collect any and all accounts receivable of any character and any other items hereby contributed and transferred to the Company or intended so to be;

(c) To endorse with the name of the Member any checks or drafts received on account of the accounts receivable and other items described in Section 2(e) above;

(d) To institute and prosecute any and all actions, suits, or proceedings which the Company may deem proper in order to collect, assert, or enforce any claim, right, or title of any kind in, to, or under the business, properties, assets, goodwill, and rights hereby contributed and transferred to the Company or intended so to be, to defend or compromise any and all actions, suits, or proceedings in respect of any of such business, properties, assets, goodwill, and rights, and to do all such acts and things in relation thereto as the Company shall deem advisable;

(e) To take any and all reasonable action designed to provide for the Company the benefits under the Assigned Contracts, including enforcement at the cost and for the account of the Company of any and all rights against the other party thereto arising out of breach or cancellation thereof by such other party or otherwise;

(f) To take any and all other reasonable action designed to vest more fully in the Company the business, properties, assets, goodwill, and rights hereby contributed and transferred to the Company or intended so to be and in order to provide for the Company the benefit, use, enjoyment, and possession of such assets, properties, goodwill, and business; and

(g) To open all mail and packages and receive all communications and deliveries addressed to the Member pertaining to the business, properties, assets, goodwill, and rights hereby contributed and transferred to the Company or intended so to be.

The Member hereby acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by it or upon its subsequent liquidation or dissolution or in any manner or for any reason. The Company shall be entitled to retain for its own account any amounts properly collected pursuant to the foregoing powers, including any amounts payable as interest with respect thereto. The Member shall from time to time pay the Company, when received, any amounts which shall be received directly or indirectly by the Member (including amounts received as interest) in respect of any assets or properties contributed, assigned, or transferred to the Company pursuant hereto.

5. Obligations and Liabilities Not Assumed. Nothing expressed or implied in this Instrument shall be deemed to be an assumption by the Company of any liability, obligation, or commitment of the Member. The Company does not by this Instrument assume or agree to pay, perform, or discharge any liability, obligation, or commitment of the Member of any nature, kind, or description whatsoever. The terms and provisions of the assumption of obligations and liabilities by the Company are set forth in the Assumption Agreement dated as of the date hereof, between the Company and the Member.

6. Consents of Third Parties. Notwithstanding anything in this Instrument to the contrary, this Instrument shall not constitute an assignment of any asset (including any Assigned Permits or Assigned Contracts) or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights, upon transfer, of the Company under such asset, claim, or right. If any transfer or assignment by the Member to, or any assumption by the Company of, any interest in, or liability, obligation, or commitment under, any asset, claim, or right requires such consent, then such assignment or assumption shall be made subject to such consent being obtained. To the extent any Assigned Contract may not be assigned to the Company by reason of the absence of any such consent, the Company shall not be required to assume any Assumed Liabilities arising under such Assigned Contract.

The Company and the Member shall cooperate (at their own expense) in any lawful and reasonable arrangement proposed by the Company under which the Company shall obtain the economic claims, rights, and benefits under the assets, claim, or right with respect to which any required consent has not been obtained. Such reasonable arrangement may include (i) the subcontracting, sublicensing, or subleasing to the Company of any and all rights of the Member against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party, and (ii) the enforcement by the Member of such rights. To the extent, and only to the extent, the Company is able to receive the economic claims, rights, and benefits under such asset, claim, or right, the Company shall be responsible for the Assumed Liabilities, if any, arising under such asset, claim, or right.

7. No Third-Party Beneficiaries. This Instrument is for the sole benefit of the Company and the Member and their successors and assigns and nothing herein expressed or

EXHIBIT A

[Attached to and forming a part of the Bill of Sale and Assignment between Huntsman Chemical Corporation, as the "Member", and Huntsman Expandable Polymers Company, LC, as the "Company", regarding the assets of the HCC North American EPS Business and the HCC Specialty Expandable Resins Business.]

LEGAL DESCRIPTION OF PERU PLANT

[ATTACHED]

"EXHIBIT A"

Policy Number: 14 244 107 00182

PARCEL #1:

That part of 20 Acre Lots 5, 6 and 7 in the Southeast Quarter of Section 16, Township 33 North, Range 1, East of the Third Principal Meridian, in the City of Peru, described as follows: Commencing at the Southeast corner of the Southeast Quarter of the aforesaid Section 16; thence North 01 degrees 21 minutes 14 seconds West along the East line of said Quarter Section for a distance of 1,139.74 feet to a point on Brunner Street; thence South 81 degrees 48 minutes 34 seconds West for a distance of 900.30 feet; thence North 08 degrees 35 minutes 53 seconds West for a distance of 30.00 feet to a point on the North right-of-way line of Brunner Street, said point being the point of beginning, thence South 81 degrees 47 minutes 13 seconds West along said right-of-way line for a distance of 425.06 feet; thence South 82 degrees 28 minutes 36 seconds West along said right-of-way line for a distance of 811.72 feet; thence North 07 degrees 31 minutes 45 seconds West for a distance of 28.00 feet; thence North 75 degrees 34 minutes 15 seconds East for a distance of 291.30 feet; thence North 82 degrees 28 minutes 15 seconds East for a distance of 235.55 feet; thence North 07 degrees 31 minutes 45 seconds West for a distance of 29.08 feet to a point 15.00 feet South of the centerline of the Chicago, Rock Island and Pacific Railway Company's most Southerly track; thence North 77 degrees 44 minutes 40 seconds East for a distance of 22.96 feet; thence North 81 degrees 07 minutes 33 seconds East for a distance of 50.02 feet; thence North 85 degrees 12 minutes 04 seconds East for a distance of 27.52 feet; thence North 87 degrees 17 minutes 14 seconds East for a distance of 71.85 feet; thence North 88 degrees 17 minutes 32 seconds East for a distance of 99.98 feet; thence North 89 degrees 33 minutes 08 seconds East for a distance of 99.95 feet; thence South 89 degrees 51 minutes 22 seconds East for a distance of 100.13 feet; thence South 89 degrees 21 minutes 17 seconds East for a distance of 37.00 feet; thence South 87 degrees 27 minutes 45 seconds East for a distance of 49.86 feet; thence South 83 degrees 55 minutes 22 seconds East for a distance of 50.10 feet; thence South 81 degrees 54 minutes 12 seconds East for a distance of 25.02 feet; thence South 83 degrees 25 minutes 17 seconds East for a distance of 24.95 feet; thence South 87 degrees 09 minutes 59 seconds East for a distance of 24.86 feet; thence North 89 degrees 06 minutes 40 seconds East for a distance of 25.10 feet; thence North 86 degrees 44 minutes 51 seconds East for a distance of 9.92 feet to the point of beginning;

PARCEL #2:

That part of the Southeast Quarter of Section 16 and the North Half of Section 21, all in Township 33 North, Range 1, East of the Third Principal Meridian, in the City of Peru, described as follows: Commencing at the Southeast corner of the Southeast Quarter of the aforesaid Section 16; thence West along the long established and accepted Section line for a distance of 1,972.81 feet to a pin in a concrete monument; thence North 69.93 feet to a point on the Northerly right-of-way line of the Chicago.

This Policy valid only if Schedule B is attached.

"EXHIBIT A"

Policy Number: 14 244 107 00182

Burlington and Quincy Railroad, said point being the point of beginning, thence Westerly along the Northerly line of said Railroad right-of-way for a distance of 441.04 feet; thence South 00 degrees 37 minutes 00 seconds East for a distance of 142.56 feet; thence North 79 degrees 48 minutes 00 seconds West for a distance of 40.72 feet; thence South 00 degrees 37 minutes 00 seconds East for a distance of 519.00 feet more or less to the center thread of the Illinois River; thence Northwesterly along said center thread for a distance of 330.00 feet more or less; thence North 00 degrees 37 minutes 00 seconds West for a distance of 335.00 feet, more or less, to a point on the North bank of the Illinois River, said point also being on the North line of the Northwest Quarter of the aforesaid Section 21; thence North 88 degrees 28 minutes 52 seconds East along said North line for a distance of 78.65 feet more or less to the Northeast corner of the Northwest Quarter of said Section 21; thence North 01 degrees 24 minutes 02 seconds West along the West line of the Northeast Quarter of the aforesaid Section 16 for a distance of 38.16 feet to a point 40.00 feet South of the Southerly right-of-way line of the aforesaid Chicago, Burlington and Quincy Railroad; thence South 77 degrees 24 minutes 30 seconds East and parallel to the Southerly right-of-way line of the said Railroad for a distance of 93.75 feet; thence South 78 degrees 17 minutes 30 seconds East and parallel to the Southerly right-of-way line of said Railroad for distance of 100.00 feet to a point on the West right-of-way line of River Dock Road; thence South 79 degrees 14 minutes 00 seconds East along the Southerly terminus of said River Dock Road right-of-way for a distance of 20.38 feet to a point on the Easterly right-of-way line of said River Dock Road; thence North 00 degrees 37 minutes 00 seconds West along said Easterly right-of-way line for a distance of 142.72 feet to a jog in said right-of-way; thence South 79 degrees 48 minutes 00 seconds East along said right-of-way jog for a distance of 20.38 feet; thence North 00 degrees 37 minutes 00 seconds West along said Easterly right-of-way line for a distance of 134.83 feet; thence North 25 degrees 20 minutes 00 seconds East along said Easterly right-of-way line for a distance of 298.90 feet; thence due North along said Easterly right-of-way line for a distance of 200.00 feet; thence North 20 degrees 53 minutes 00 seconds West along said Easterly right-of-way line for a distance of 100.00 feet to a point on the Southerly right-of-way line of Brunner Street; thence North 67 degrees 54 minutes 00 seconds East along said Southerly right-of-way line for a distance of 46.11 feet; thence North 82 degrees 28 minutes 36 seconds East along said right-of-way line for a distance of 953.23 feet; thence North 81 degrees 47 minutes 13 seconds East along said right-of-way line for a distance of 512.84 feet; thence South 01 degrees 22 minutes 42 seconds East for a distance of 6.44 feet; thence North 78 degrees 37 minutes 41 seconds East for a distance of 114.24 feet to a point on the aforesaid Southerly right-of-way line of Brunner Street; thence North 81 degrees 47 minutes 13 seconds East along said right-of-way line for a distance of 695.87 feet to a point on the East line of the Southeast Quarter of the aforesaid Section 16; thence South 01 degrees 21 minutes 14 seconds East

This Policy valid only if Schedule B is attached.

TRADEMARK

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NO. 122 1204

"EXHIBIT A"

Policy Number: 14 244 107 00182

along said Easterly line for a distance of 87.88 feet to a point 20.00 feet Northerly of the centerline of the Old Illinois Valley and Northern Railroad Company track; thence South 77 degrees 40 minutes 40 seconds West and parallel to the centerline of said track for a distance of 90.00 feet; thence South 75 degrees 59 minutes 02 seconds West and parallel to the centerline of said track for a distance of 100.00 feet; thence South 72 degrees 47 minutes 28 seconds West and parallel to the centerline of said track for a distance of 100.00 feet; thence South 70 degrees 09 minutes 16 seconds West and parallel to the centerline of said track for distance of 115.37 feet; thence South 67 degrees 02 minutes 12 seconds West and parallel to the centerline of said track for a distance of 100.00 feet; thence South 63 degrees 21 minutes 50 seconds West and parallel with the centerline of said track for a distance of 100.00 feet; thence South 62 degrees 01 minutes 34 seconds West and parallel to the centerline of said track for a distance of 89.60 feet; thence South 61 degrees 27 minutes 12 seconds West and parallel to the centerline of said track for a distance of 135.40 feet; thence South 47 degrees 18 minutes 50 seconds East for a distance of 168.72 feet to a point on the Northerly right-of-way line of the Chicago, Burlington and Quincy Railroad; thence Southwesterly along said right-of-way line for a distance of 1471.19 feet to the point of beginning, excepting therefrom the right-of-way of the Chicago, Burlington and Quincy Railroad at River Dock Road;

all situated in LA SALLE COUNTY. ILLINOIS.

This Policy valid only if Schedule B is attached.

TRADEMARK

RECORDED: 10/27/2003

REEL: 002853 FRAME: 0105