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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patent

102608097

See original documents or copy thereof.

Name of conveying party(ies):

Huntsman Polymers Corporation

Individual(s) Association
General Partnership Limited Partnership
Corporation-State DE
Other _____

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

Nature of conveyance:

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

Trademarks and Patents

Execution Date: September 30, 2003

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas
(formerly known as Bankers Trust Company), as
Internal Address: _____ collateral agent

Street Address: 31 West 52nd St.

City: New York State: NY ZIP: 10022

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

0764487

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601
11/25/2003 BTM11 00000169 0764487

6. Total number of applications and registrations involved: _____

11

7. Total fee (37 CFR 3.41).....\$ 290

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FC:0521
02 FC:0522

40.00 OP
250.00 OP

DO NOT USE THIS SPACE

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.

Laura Konrath
Name of Person Signing

[Signature]
Signature

10/13/03
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks Box Assignment

TRADEMARK
REEL: 002869 FRAME: 0161

Continuation
Item 4

Schedule A

U.S. Trademark Registration
Huntsman Polymers Corporation

<u>Registered Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
EL REXENE	<u>0764487</u>	2/11/1964
EL REXENE AND DESIGN	0820945 ✓	12/27/1966
EP	0851675 ✓	7/2/1968
EP AND DESIGN	0851674	7/2/1968
REXELL	2121615	12/16/1997
REXELL AND DESIGN	2123690	12/23/1997
REXENE	0918326 ✓	8/17/1971
REXENE AND DESIGN	1640978 ✓	4/16/1991
REXENE RESINS	1493767 ✓	6/28/1988
REXFLEX AND DESIGN	2123689	12/23/1997
REXTAC	1488946 ✓	5/24/1988

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Huntsman Polymers Corporation, a Delaware corporation (the "Grantor") with principal offices at 500 Huntsman Way, Salt Lake City, UT 84108, hereby pledges and collaterally assigns unto the Grantee and does hereby grants to Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Collateral Agent for the benefit of the Secured Parties, with principal offices at 31 West 52nd Street, New York, NY 10022 (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.

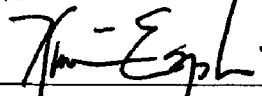
THIS GRANT is made as collateral security for the prompt and complete payment and performance by Grantor of all of such Grantor's Obligations, as such term is defined in the Second Amended and Restated Security Agreement between the Grantor, the other assignors party thereto and the Grantee, dated as of September 30, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon receipt by Grantee of evidence satisfactory to it that all Credit Agreement Obligations are Fully Paid (as defined in the Security Agreement) and either (a) all Second Priority Senior Notes Obligations are Fully Paid or (b) both (i) no Default or Event of Default (as defined under The Second Priority Senior Notes Indenture has occurred and is continuing (and has not been waived) under the Second Priority Senior Notes Indenture and (ii) the Revolving Credit Agreement Obligations have been Fully Paid and the liens in connection therewith have been released, the Grantee shall 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 30th day of September, 2003.

HUNTSMAN POLYMERS CORPORATION,
as Grantor

By: 
Name: J. Kimo Esplin
Title: Senior Vice President and Chief
Financial Officer

**DEUTSCHE BANK TRUST COMPANY
AMERICAS** (formerly known as Bankers Trust
Company), as Grantee

By: _____
Name: _____
Title: _____

Trademark

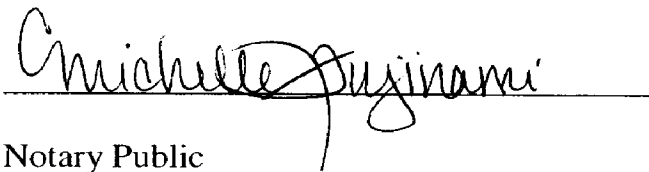
TRADEMARK
REEL: 002869 FRAME: 0164

STATE OF UTAH)

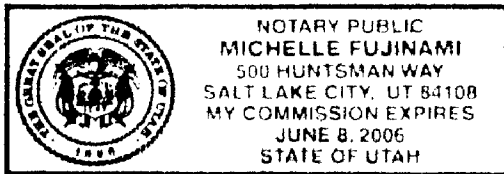
) ss.:

COUNTY OF SALT LAKE)

On this 30th day of September, 2003 before me personally came J. Kimo Esplin, who being duly sworn, did depose and say that he is Senior Vice President and Chief Financial Officer of **Huntsman Polymers Corporation**, that he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said Corporation.



Notary Public



Trademark

TRADEMARK
REEL: 002869 FRAME: 0165

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 24 day of Sept, 2003.

HUNTSMAN POLYMERS CORPORATION,
as Grantor

By: _____

Name: _____

Title: _____

DEUTSCHE BANK TRUST COMPANY
AMERICAS (formerly known as Bankers Trust
Company), as Grantee

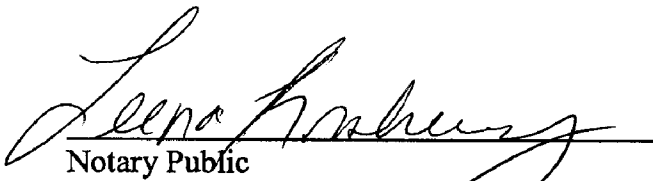
By:  _____

Name: **MARY JO JOLLY** _____

Title: **ASSISTANT VICE PRESIDENT** _____

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

On this 29th day of September 2003 before me personally came Mary Jo Folly who, being by me duly sworn, did state as follows: that s/he is Assistant Vice President of Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), that s/he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that s/he did so by authority of the Board of Directors of said corporation.


Notary Public

LEENA KRISHNASWAMY
NOTARY PUBLIC, State of New York
No. 01KR609684
Qualified in New York County
Commission Expires Aug. 11, 2007

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REXENE RESINS	1493767	6/28/1988
REFLEX AND DESIGN	2123689	12/23/1997
REXTAC	1488946	5/24/1988

U.S. Patents and Applications
Huntsman Polymers Corporation

All patents are encumbered with security interests

<u>Patent Number</u>	<u>Registration Date</u>	<u>Title</u>
4710563	12/1/1987	PROCESS FOR THE RECOVERY OF AMORPHOUS DEVAPORIZED
4736002	4/5/1988	NOVEL PROPYLENE POLYMERIZATION PROCESS
4847340	7/11/1989	NOVEL PROPYLENE POLYMERIZATION PROCESS
5948447	9/7/1999	METHOD AND APPARATUS FOR PRODUCT RECOVERY OF POLYOLEFINS
5948720	9/7/1999	CATALYST FOR THE PRODUCTION OF FLEXIBLE POLYOLEFIN
6017615	1/25/2000	FILM PRODUCT COMPRISING NOVEL POLYOLEFINS
6080818	6/27/2000	POLYOLEFIN BLENDS USED FOR NON-WOVEN AND ADHESIVE
6100351	8/8/2000	OLEFIN POLYMERIZATIONS PROCESS AND PRODUCTS THEREOF