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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

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

102-9

1. Name of conveying party(ies): Bank of America, N.A., as agent. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other (checked). Additional name(s) of conveying party(ies) attached? Yes No (checked).

2. Name and address of receiving party(ies): Name: Texas Petrochemicals LP. Internal Address: Street Address: Three Riverway, Suite 1500. City: Houston State: TX Zip: 77056. Includes checkboxes for citizenship and partnership types. If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (checked). Additional name(s) & address(es) attached? Yes No (checked).

3. Nature of conveyance: Includes checkboxes for Assignment, Merger, Security Agreement, Change of Name, and Other Termination (checked). Execution Date: May 4, 2004.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) None. B. Trademark Registration No.(s) 2,371,431; 2,218,371; 2,208,440; 1,803,456. Additional number(s) attached Yes No (checked).

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Akin Gump Strauss Hauer & Feld LLP. Internal Address: Attn: Elaine M. Laflamme, Esq. Street Address: 590 Madison Avenue. City: New York State: NY Zip: 10022.

6. Total number of applications and registrations involved: 4. 7. Total fee (37 CFR 3.41): \$ 115.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account (checked). 8. Deposit account number: 50-1972.

DO NOT USE THIS SPACE

9. Signature. Elaine M. Laflamme, Esq. Signature: [Handwritten Signature] Date: May, 27 2004. Total number of pages including cover sheet, attachments, and document: 6.

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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**TERMINATION OF
TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is executed as of May 4, 2004, by TEXAS PETROCHEMICALS LP (formerly known as Texas Petrochemicals Corporation), a Texas limited partnership ("*Debtor*"), whose address is 8600 Park Place Blvd., Houston, Texas 77017 and BANK OF AMERICA, N.A., a national banking association (in its capacity as Agent) ("*Secured Party*") whose address is 55 S. Lake Avenue, Suite 900, Pasadena, California 91101.

RECITALS

A. On November 25, 2002, a Credit Agreement (as amended, modified, supplemented, or restated from time to time, the "*Credit Agreement*") was entered into among Debtor, Secured Party, and certain guarantors and banks then or thereafter party thereto;

B. In connection with the Credit Agreement, a Borrower Security Agreement (as amended, modified, supplemented, or restated from time to time, the "*Security Agreement*") was entered into on November 25, 2002, between Debtor and Secured Party, whereby Debtor granted to Secured Party a security interest in certain assets of Debtor, including, without limitation, the Trademark Collateral (as defined below) to secure the payment of the Obligations;

C. In connection with the Security Agreement, Debtor and Secured Party also entered into a Trademark Security Agreement on November 25, 2002, (the "*Trademark Security Agreement*"), which was recorded on April 17, 2003, in Reel 2716, Frame 0501, with the United States Patent and Trademark Office, in order to further evidence the security interest of Secured Party in the Trademark Collateral; and

D. At Debtor's request and for certain other consideration, Secured Party has agreed to release the security interest in the Trademark Collateral and terminate the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the same meanings as set forth in the Credit Agreement. Terms used herein which are defined in the UCC, unless otherwise defined herein or in the Credit Agreement, shall have their meanings as set forth in the UCC.

SECTION 2. Termination. Secured Party hereby releases its security interest in and to the Trademark Collateral granted under the Trademark Security Agreement, and Debtor and Secured Party hereby terminate the Trademark Security Agreement.

SECTION 3. Trademark Collateral. As used herein, the term "*Trademark Collateral*" means the following items and types of property, whether presently existing or hereinafter created or acquired by Debtor:

1. (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark (defined below) ("*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

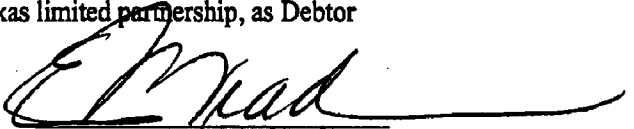
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, 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.

SECTION 4. Counterparts. This Agreement may be executed by parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*[Remainder of page intentionally left blank.
Signature pages follow.]*

IN WITNESS WHEREOF, the Debtor and Secured Party have duly executed this Agreement as of the day and year first written above.

TEXAS PETROCHEMICALS LP,
a Texas limited partnership, as Debtor

By: 
Name: _____
Title: _____

BANK OF AMERICA, N.A.,
a national banking association, as Secured Party

By: 
Name: Stephen King
Title: Vice President

SCHEDULE 1

I. TRADEMARKS LICENSES

None.

II. TRADEMARKS

Owner of Record	Trademark	Registration No.	Filing Date
Texas Petrochemicals Corporation (predecessor to Borrower)	TPC	2,371,431	07/25/00
Texas Petrochemicals Corporation (predecessor to Borrower)	CN	2,218,371	01/19/99
Texas Petrochemicals Corporation (predecessor to Borrower)	CN	2,208,440	12/08/98
Texas Petrochemicals Corporation (predecessor to Borrower)	SKIP	1,803,456	11/09/93