

REC'D  
7/29/04

07-29-2004



Part 3  
HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

2155

192

102801543

ab settings == ==

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

Name of conveying party(ies):

Huntsman Ethyleneamines Ltd.

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

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

Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 13, 2004

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas, as agent

Internal Address:

Street Address: 31 W. 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)

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

07/29/2004 LHMELLER 00000002 75642485

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- 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:6521 40.00 OP  
02 FC:6522 25.00 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

*Laura Konrath*  
Signature

7/28/04  
Date

Total number of pages including cover sheet, statements, and document:

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

Continuation  
Item 7

SCHEDULE 4.1

Marks

\*\*\*\*\*

Trademarks for Owner: Huntsman Ethyleneamines Ltd.  
Date of Report: 08JUL2004

\*\*\*\*\*

Docket No.	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
TM0168	Registered 17FEB1999	75/642485	25JA2000	2311880	25JA2010	25JA2010
Attorney:	Client/Division: EA	Agent:	Class & Type: IN 1			
Mark: CASTMATE	Goods: Chemicals for use in the manufacture of ceramic articles.					

TM0169	Z	Registered 15MY2000	78/008087	09OC2001	2497221	09OC2011	09OC2011
Attorney:	Client/Division: EA	Agent:	Class & Type: IN 1				
Mark: MORMATE	Goods: Mixtures of synthetic latex, synthetic resins, and derivatives of ethyleneamines for use in the manufacture						

① ②

60639-1

**MEMORANDUM OF SECURITY INTEREST**

WHEREAS, Huntsman Ethyleneamines Ltd., a Texas limited partnership (hereinafter referred to as "Assignor"), owns the trademarks, trademark registrations and trademark applications, as more particularly described and listed on Schedule 4.1 annexed hereto and made a part hereof (the "Marks"); and

WHEREAS, Assignor has entered into an Amended and Restated Collateral Security Agreement dated as of July 13, 2004 and as may be further amended, restated, supplemented or otherwise modified (hereinafter the "Security Agreement") with, among others, certain of its affiliates, Deutsche Bank Trust Company Americas, as Collateral Agent thereunder (hereinafter, in its capacity as Collateral Agent, referred to as "Assignee"), for the "Secured Parties" identified therein, in order to secure the prompt and complete payment, observance and performance of the Secured Obligations, as defined in the Security Agreement;

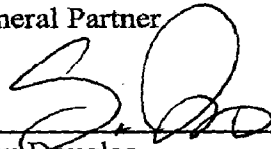
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the prompt and complete payment and performance when due by Assignor of the Secured Obligations, Assignor does hereby grant, pledge, assign and transfer unto Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Marks, together with any application, issue, re-examination, re-issue, continuation, continuation-in-part, division, improvement or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof for the full term of the trademarks and any and all royalties for any licenses thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Assignor has caused this Memorandum of Security Interest (Trademarks) to be duly executed by its officer thereunto authorized as of the \_\_ day of July, 2004.

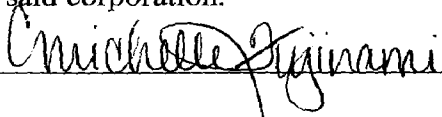
HUNTSMAN ETHYLENEAMINES LTD.,  
a Texas limited partnership

By: Huntsman EA Holdings LLC  
Its: General Partner

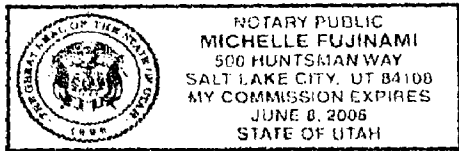
By:   
Name: Sean Douglas  
Title: Vice President

STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On this 13th day of July, 2004, before me personally appeared the above-named Sean Douglas, to me known, who being by me duly sworn according to law, on his oath stated that he is the Vice President of HUNTSMAN EA HOLDINGS LLC, a Delaware limited liability company and General Partner of HUNTSMAN ETHYLENEAMINES LTD., and acknowledged that he signed, sealed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation.

  
Notary Public

My Commission Expires: June 8, 2006



Schedule 4.1

CHI:1394913.1

TRADEMARK  
REEL: 003016 FRAME: 0210

SCHEDULE 4.1

Marks

Trademarks For Owner: Huntsman Ethyleneamines Ltd.  
Date of Report: 08JUL2004

Docket No.	Ctry	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
TM0168	USA		Registered	17FEB1999	75/642485	25JA2000	2311880	25JA2010	25JA2010
Attorney: Client/Division: EA Agent: 75/642485 Goods: Chemicals for use in the manufacture of ceramic articles.									
TM0169	USA	Z	Registered	15MY2000	78/008087	090C2001	2497221	090C2011	090C2011
Attorney: Client/Division: EA Agent: 78/008087 Mark: NORMATE Goods: Mixtures of synthetic latex, synthetic resins, and derivatives of ethyleneamines for use in the manufacture									