

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INEOS USA LLC	FORMERLY INNOVENE USA LLC	01/18/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	1 CHURCHILL PLACE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP
Entity Type:	PUBLIC LIMITED COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2302072	AMODRILL
Registration Number:	2236567	BAREX
Registration Number:	0926607	BAREX
Registration Number:	2383495	
Registration Number:	1967373	DURASYN
Registration Number:	1074796	ELTEX
Registration Number:	0436150	INDOPOL
Registration Number:	2357828	INNOVENE

CORRESPONDENCE DATA

Fax Number: (816)412-9393
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 816.842.8600
 Email: TRADEMARK@STINSON.COM
 Correspondent Name: Penny R. Slicer

CH \$215.00 2302072

Address Line 1: 1201 WALNUT, SUITE 2800
Address Line 2: STINSON TRADEMARK ADMINISTRATOR
Address Line 4: KANSAS CITY, MISSOURI 64106-2150

ATTORNEY DOCKET NUMBER: 803912-0001

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

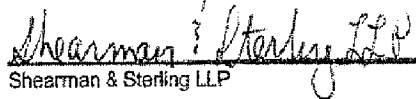
NAME OF SUBMITTER: PENNY R. SLICER

Signature: /penny r slicer/

Date: 05/29/2007

Total Attachments: 11

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Shearman & Sterling LLP

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated January 18, 2007, is made by the person listed on the signature page hereof (the "*Grantor*") in favor of Barclays Bank PLC, as Security Agent (the "*Security Agent*") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Ineos USA LLC (formerly known as Innovene USA LLC), a limited liability company organized under the laws of the State of Delaware, entered into, through the execution of an accession deed dated March 16, 2006, a Senior Credit Facilities dated as of December 14, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Senior Credit Facilities*"), with, among others, Barclays Bank PLC, as Security Agent, and the Lenders party thereto. Terms defined in the Senior Credit Facilities or the Security Agreement referred to below and not otherwise defined herein are used herein as defined in the Senior Credit Facilities or the Security Agreement, as applicable.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Bank Guarantees by the Lenders under the Senior Credit Facilities and the entry into Hedging Agreements by the Hedging Lenders from time to time, the Grantor has entered into, through the execution of a security agreement supplement dated March 16, 2006 (the "*Security Agreement Supplement*"), a Security Agreement dated December 16, 2005 made by certain Grantors named therein to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement and the Security Agreement Supplement, the Grantor has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following, other than Excluded Property (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the

period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of the Secured Obligations. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Finance Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

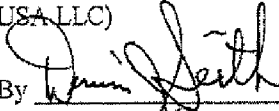
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INEOS USA LLC (formerly known as Innovene USA LLC)

By 
Name: DENNIS J. SEITH
Title: CEO

Address for Notices:

2600 South Shore Boulevard
League City, TX 77573
USA

Patents

See attached list.

Amoco Corporation assigned to Innovene USA LLC not yet recorded

Country	Agent	Agents Ref	Case No.	Applh No.	Filing Date	Patent No.	Grant Date	Expiry Date
United States	INOV		31083-00	08/247328	23-May-1994	5506187	09-Apr-1996	23-May-2014
United States	INOV		31083-00	08/439148	11-May-1995	5792722	11-Aug-1998	11-Aug-2015
United States	INOV		61267-00	07/373247	29-Jun-1989	4935569	19-Jun-1990	29-Jun-2009
United States	INOV		61277-00	07/938566	28-Aug-1992	5284988	08-Feb-1994	28-Aug-2012
United States	INOV		61288-00	07/663387	04-Mar-1991	5037788	11-Feb-1992	04-Mar-2011
United States	INOV		61296-00	08/436696	08-May-1995	6075174	13-Jun-2000	13-Jun-2017
United States	INOV		61297-00	08/659661	06-Jun-1996	5877375	02-Mar-1999	06-Jun-2016
United States	INOV		61298-00	08/714028	11-Sep-1996	6002061	14-Dec-1999	11-Sep-2016
United States	INOV		61320-00	08/291250	16-Aug-1994	5432152	11-Jul-1995	16-Aug-2014
United States	INOV		61321-00	08/345963	16-Feb-1995	5569642	29-Oct-1996	16-Feb-2015

BP Amoco Corporation assigned to Innovene USA LLC not yet recorded

Country	Agent	Agents Ref	Case No.	Appln No.	Filing Date	Patent No.	Grant Date	Expiry Date
United States	INOV		BP9059-00	09/082403	20-May-1998	5959134	28-Sep-1999	20-May-2018

United States INOV BP9059-00 09/082403 20-May-1998 5959134 28-Sep-1999 20-May-2018

BP Corp North America (formerly Amoco Corporation) assigned to Innovene USA LLC not yet record

Country	Agent	Agents Ref	Case No.	Appln No.	Filing Date	Patent No.	Grant Date	Expiry Date
United States	INOV		35049-01	08/014683	19-Aug-1997	6099212	30-May-2000	19-Aug-2017
United States	INOV		37012-00	09/206625	07-Dec-1998	6350054	26-Feb-2002	07-Dec-2018
United States	INOV		37229-00	10/254887	25-Sep-2002	6936665	30-Aug-2005	25-Sep-2022
United States	INOV		37229-00	11/159545	23-Jun-2005			23-Jun-2025
United States	INOV		37240-00	09/839076	20-Apr-2001	6590131	08-Jul-2003	20-Apr-2021
United States	INOV		37391-00	10/090194	04-Mar-2002	6646174	11-Nov-2003	04-Mar-2022
United States	INOV		39043-00	10/324727	19-Dec-2002	6900281	31-May-2005	19-Dec-2022
United States	INOV		39048-00	09/479175	07-Jan-2000	6407302	18-Jun-2002	
United States	INOV		61317-00	08/860758	13-Nov-1996	6071863	06-Jun-2000	13-Nov-2016

THE STANDARD OIL COMPANY assigned to INNOVENE USA LLC not yet registered

Country	Agent	Agents Ref	Case No.	Appn No.	Filing Date	Patent No.	Grant Date	Expiry Date
United States	INOV		37437-00	10/717130	18-Nov-2003			
United States	INOV		BP7969-00	10/648572	26-Aug-2003			26-Aug-2023
United States	INOV		BP4090-00	07/462202	09-Jan-1990	5093299	03-Mar-1992	09-Jan-2010
United States	INOV		BP4090-00	07/736864	29-Jul-1991	5212137	18-May-1993	03-Mar-2009
United States	INOV		BP4090-00	07/806959	12-Dec-1991	5175334	29-Dec-1992	12-Dec-2011
United States	INOV		BP5642-00	07/805216	11-Dec-1991	5250721	05-Oct-1993	11-Dec-2011
United States	INOV		BP6195-00	07/960653	14-Oct-1992	5256810	26-Oct-1993	14-Oct-2012
United States	INOV		BP9010-00	08/629129	08-Apr-1996	5703268	30-Dec-1997	08-Apr-2016
United States	INOV		BP9013-00	08/659480	06-Jun-1996	5629444	13-May-1997	06-Jun-2016
United States	INOV		BP9060-00	08/977762	25-Nov-1997	5840955	24-Nov-1998	25-Nov-2017
United States	INOV		BP9072-00	09/227665	08-Jan-1999	6296739	02-Oct-2001	25-Nov-2017
United States	INOV		BP9072-00	08/977762	25-Nov-1997	5840955	24-Nov-1998	25-Nov-2017
United States	INOV		BP9196-00	09/654631	05-Sep-2000	6326508	04-Dec-2001	23-Feb-2018
United States	INOV		BP9288-00	09/906299	16-Jul-2001	6780289	24-Aug-2004	16-Jul-2021
United States	INOV		BP9410-00	09/078384	13-May-1998	5869730	09-Feb-1999	13-May-2018
United States	INOV		BP9529-00	09/282877	31-Mar-1999	6107509	22-Aug-2000	31-Mar-2019

TRADEMARK

REEL: 003551 FRAME: 0105

Trademarks

See attached list.

TMID	Country	Trademark	Classes	Registered Owner	New Owner	App No	App Date	Reg No	Reg Date	Renewal	Status
T55357US	United States of America	AMODRILL	1	BP PRODUCTS NORTH AMERICA INC.	Ineos USA LLC	75/579472	29-Oct-1998	2302072	21-Dec-1999	21-Dec-2009	Await instructions
T55352US	United States of America	BAREX	1	BP AMOCO CHEMICAL COMPANY	Ineos USA LLC	75/367537	03-Oct-1997	2236567	06-Apr-1999	06-Apr-2009	Await instructions
T55345US	United States of America	BAREX	1	BP AMOCO CHEMICAL COMPANY	Ineos USA LLC	368668	20-Aug-1970	926607	11-Jan-1972	11-Jan-2012	Await instructions
T55368US	United States of America	BIRD DEVICE	1, 42	Ineos Europe Limited	Ineos Europe Limited	74/692403	22-Jun-1995	2383485	05-Sep-2000	05-Sep-2010	Await instructions
T55354US	United States of America	DURASYN	1, 4	Ineos USA LLC	Ineos USA LLC	74/540873	21-Jun-1994	1967373	09-Apr-1996	09-Apr-2006	Await instructions
T55558US	United States of America	ELTEX	1	Solvay Polyolefins Europe-Belgium	Ineos Manufacturing Belgium NV	43669	07-Feb-1975	1074796	11-Oct-1977	11-Oct-2007	Await instructions
T55347US	United States of America	INDOPOL	1	BP AMOCO CHEMICAL COMPANY	Ineos USA LLC	71/503399	06-Jun-1946	436150	27-Jan-1948	27-Jan-2008	Await instructions
T55365US	United States of America	INNOVENE	1, 42	Ineos Europe Limited	Ineos Europe Limited	74/692200	22-Jun-1995	2357828	13-Jun-2000	13-Jun-2010	Await instructions

Copyrights

None.

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