# 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
WESTLAKE CHEMICAL CORPORATION		06/05/2008	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Bank of America, N.A.	
Street Address:	55 S. Lake Avenue	
Internal Address:	Suite 900	
City:	Pasadena	
State/Country:	CALIFORNIA	
Postal Code:	91101	
Entity Type:	National Banking Association:	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77105551	SCENIX
Serial Number:	77103005	SCENIX
Serial Number:	77336593	TRUGRAIN
Serial Number:	77336613	TRUGRAIN

### **CORRESPONDENCE DATA**

900111893

Fax Number: (214)200-0853

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.651.5665

Email: susan.myers@haynesboone.com

Correspondent Name: Haynes and Boone, LLP

Address Line 1: 901 Main Street **Suite 3100** Address Line 2:

Dallas, TEXAS 75202 Address Line 4:

ATTORNEY DOCKET NUMBER: 17997.648

TRADEMARK

**REEL: 003821 FRAME: 0081** 

NAME OF SUBMITTER:	Randall E. Colson	
Signature:	/Randall E. Colson/	
Date:	07/22/2008	
Total Attachments: 4 source=TMSecurityAgreementWestlakeChemicalCorporation#page1.tif source=TMSecurityAgreementWestlakeChemicalCorporation#page2.tif		

source=TMSecurityAgreementWestlakeChemicalCorporation#page1.tif source=TMSecurityAgreementWestlakeChemicalCorporation#page2.tif source=TMSecurityAgreementWestlakeChemicalCorporation#page3.tif source=TMSecurityAgreementWestlakeChemicalCorporation#page4.tif

> TRADEMARK REEL: 003821 FRAME: 0082

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of June 5, 2008, is made by the undersigned ("Grantor") in favor of BANK OF AMERICA, N.A., in its capacity as Agent (herein so called) for Lenders (defined below).

#### RECITALS

- A. Pursuant to that certain Credit Agreement dated as of July 31, 2003, by and among Westlake Chemical Corporation and certain of its direct and indirect subsidiaries (collectively, "Borrowers"), Agent, and certain lenders ("Lenders") (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Credit Agreement"), Lenders agreed to make the Loans and issue Letters of Credit on behalf of Borrowers;
- B. That certain Security Agreement, dated as of July 31, 2003, executed by Borrowers in favor of Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), is integral to the transactions contemplated by the Loan Documents, and its execution and delivery was a condition precedent to Lenders' obligations to extend credit under the Loan Documents;
- C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;
- NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:
- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in *Annex A* to the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (*except* for Permitted Liens) in all right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):
  - (a) all of its trademarks, service marks, trade names, trade styles, trademark and service mark applications and registrations, trademark applications, trademark registrations, and related licenses to which it is a party including, without limitation, those referred to on *Schedule I* hereto;
  - (b) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
  - (c) all products and proceeds of the foregoing, including, without limitation, any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any service mark, trade name, trade style, or (ii) injury to the goodwill associated with any of the foregoing.
- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of

D-1617233\_3.DOC

itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement is subject to the applicable provisions of Section 25 of the Security Agreement, including, without limitation, the provisions relating to GOVERNING LAW, CHOICE OF FORUM, AND SERVICE OF PROCESS, all of which are incorporated into this Trademark Security Agreement by reference the same as if set forth in this Trademark Security Agreement verbatim.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

Westlake Chemical Corporation Trademark Security Agreement D-1617233 3.DOC

Signature Page to that certain Trademark Security Agreement dated as of June 5, 2008, executed by the undersigned Grantor in favor of Bank of America, N.A., in its capacity as Agent for the benefit of Lenders.

EXECUTED to be effective as of the date first written above.

Grantor's Address:

WESTLAKE CHEMICAL CORPORATION,

as Grantor, a Delaware corporation

2801 Post Oak Boulevard

Suite 600

Houston, Texas 77056

Facsimile:

713.960.9420

Attention:

Treasurer

Albert Chao

President

Signature Page to Westlake Chemical Corporation Trademark Security Agreement

TRADEMARK
REEL: 003821 FRAME: 0085

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# Trademarks and Service Marks Registered by Grantor

Mark	Reg. No.	Filing/Reg. Date
SceniX	77/105551	February 12, 2007
SCENIX	77/103005	February 8, 2007
TRUGRAIN	77/336593	November 26, 2007
TRUGRAIN (Stylized and/or with design)	77/336613	November 26, 2007

Schedule I to Westlake Chemical Corporation Trademark Security Agreement

**RECORDED: 07/22/2008** 

D-1617233\_3.DOC

TRADEMARK
REEL: 003821 FRAME: 0086