

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
WESTLAKE POLYMERS LP		06/05/2008	LIMITED PARTNERSHIP: 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 Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3097836	WESTLAKE	
Registration Number:	3207461	W	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0384		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214.651.5665		
Email:	susan.myers@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP		
Address Line 1:	901 Main Street		
Address Line 2:	Suite 3100		
Address Line 4:	Dallas, TEXAS 75202-3789		
ATTORNEY DOCKET NUMBER:	17997.648		
NAME OF SUBMITTER:	Randall E. Colson		

CH \$65.00 3097836

Signature:	/Randall E. Colson/
Date:	07/23/2008
Total Attachments: 7 source=TMAmendmentSecurityAgreementWestlakePolymers#page1.tif source=TMAmendmentSecurityAgreementWestlakePolymers#page2.tif source=TMAmendmentSecurityAgreementWestlakePolymers#page3.tif source=TMAmendmentSecurityAgreementWestlakePolymers#page4.tif source=TMAmendmentSecurityAgreementWestlakePolymers#page5.tif source=TMAmendmentSecurityAgreementWestlakePolymers#page6.tif source=TMAmendmentSecurityAgreementWestlakePolymers#page7.tif	

AMENDMENT No. 1

TO

TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT, dated as of June 5, 2008 (the "*Amendment*"), is made by the undersigned ("*Grantor*") in favor of BANK OF AMERICA, N.A., in its capacity as Agent (herein so called) for Lenders (as defined below).

RECITALS

A. Reference is made 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*");

B. In connection with the Credit Agreement, Grantor has executed that certain Security Agreement dated as of July 31, 2003 in favor of Agent (including all exhibits, annexes, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Security Agreement*");

C. Pursuant to the Security Agreement, Grantor has executed that certain Trademark Security Agreement dated as of July 31, 2003 in favor of Agent (including all schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Trademark Security Agreement*"), pursuant to which Grantor granted a security interest to Agent in all of its right, title and interest in all of its existing and after-acquired Trademarks and Trademark applications;

D. Subsequent to the delivery of the Trademark Security Agreement, Grantor filed certain additional Trademark applications with the United States Patent and Trademark Office, in which Grantor has granted a security interest to Agent pursuant to the Trademark Security Agreement; and


E. Pursuant to the Security Agreement, Grantor is amending *Schedule I* to the Trademark Security Agreement to reflect Agent's security interest in such additional Trademark applications.

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, the parties agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in *Annex A* to the Credit Agreement.

2. AMENDMENT TO TRADEMARK SECURITY AGREEMENT. Grantor hereby amends *Schedule I* to the Trademark Security Agreement by adding the following thereto:

Trademarks and Service Marks Registered by Grantor

Mark	Reg. No.	Filing/Reg. Date
WESTLAKE	3097836	5/30/2006
	3207461	2/13/2007

3. CONFIRMATION. Grantor hereby confirms (a) the debts, duties, obligations, liabilities, rights, titles, security interests, liens, powers, and privileges existing by virtue of the Credit Agreement, the Security Agreement, the Trademark Security Agreement, and other Loan Documents, and (b) that the liens and security interests in the Collateral created under the Security Agreement and the Trademark Security Agreement secure, among other indebtedness, the Obligations and all modifications, amendments, renewals, extensions, and restatements thereof.

4. ENTIRE AGREEMENT. Except as amended hereby, the Trademark Security Agreement will remain in full force and effect.

5. REFERENCE TO MISCELLANEOUS PROVISIONS. This Amendment is one of the "Loan Documents" referred to in the Credit Agreement, and all provisions relating to Loan Documents set forth in **Section 13** of the Credit Agreement are incorporated herein by reference, the same as if set forth herein verbatim.

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

Signature Page to Amendment No. 1 to 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.

Grantor's Address:

2801 Post Oak Boulevard
Suite 600
Houston, Texas 77056
Facsimile: 713.960.9420
Attention: Treasurer

WESTLAKE POLYMERS LP

By: Westlake Chemical Investments, Inc., its
manager

By:



Albert Chao
President



**Signature Page to Amendment No. 1
to Polymers Trademark Security Agreement**

**TRADEMARK
REEL: 003821 FRAME: 0780**

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*"), dated as of July 31, 2003, 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 have agreed to make the Loans and issue Letters of Credit on behalf of Borrowers;

B. That certain Security Agreement, dated as of the date hereof, executed by Grantor 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 is 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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in *Annex A* to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of 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.]

Signature Page to that certain Trademark Security Agreement dated as of July 31, 2003, 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 to the Closing Date.

Grantor's Address:

2801 Post Oak Boulevard
Houston, Texas 77056
Attention: Treasurer
Facsimile No.: 713.960.9420

WESTLAKE POLYMERS LP, a Delaware limited
partnership

By: Westlake Chemical Investments, Inc., its general
partner




By:



Tai Li Keng
Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

**Trademarks Registered by Westlake Polymers LP
(formerly known as Westlake Polymers Corporation)**

Mark	Serial/Reg. No.	Filing/Reg. Date
	1,607,903	7/31/1990
	1,676,459	2/25/1992
 (The mark is lined for the colors dark blue and light blue with the left hand portion of the design appearing in light blue and the right hand portion of the design appearing in dark blue and the colors light blue and dark blue are features of the mark.)	2,151,862	4/21/1998
WESTLAKE	2,151,855	4/21/1998
Westlake	2,293,058	11/16/1999

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