

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
SABIC Innovative Plastics IP B.V.		02/09/2010	CORPORATION: NETHERLANDS

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Collateral Agent
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77807750	ID-SHAPES
Serial Number:	77811888	ECO-SHAPES
Serial Number:	77813721	CRYSTALITE
Serial Number:	77838001	LABELSHAPES
Serial Number:	77849170	ULTEM
Serial Number:	77896381	SAFEDTECH

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 2: Attn: Jean Paterson
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

CH \$165.00 77807750

ATTORNEY DOCKET NUMBER:	300060
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/01/2010
Total Attachments: 7 source=3-1-10 SABIC Innovative-TM#page1.tif source=3-1-10 SABIC Innovative-TM#page2.tif source=3-1-10 SABIC Innovative-TM#page3.tif source=3-1-10 SABIC Innovative-TM#page4.tif source=3-1-10 SABIC Innovative-TM#page5.tif source=3-1-10 SABIC Innovative-TM#page6.tif source=3-1-10 SABIC Innovative-TM#page7.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of February 9, 2010 (the "Trademark Security Agreement Supplement"), among SABIC Innovative Plastics IP B.V. (the "Grantor"), in favor of CITIBANK, N.A., in its capacity as Collateral Agent under (1) the U.S. ABL Security Agreement (in such capacity the "ABL Collateral Agent") dated as of August 31, 2007 and (2) the U.S. Term Loan Security Agreement (in such capacity the "Term Loan Collateral Agent" and with the ABL Collateral Agent, the "Collateral Agents") dated as of August 31, 2007 (the U.S. ABL Security Agreement and the U.S. Term Loan Security Agreement together, the "Collateral Agreements").

WHEREAS, reference is made to that certain Intercreditor Agreement dated as of August 31, 2007 (the "Intercreditor Agreement"), and entered into by and between the ABL Collateral Agent and the Term Loan Collateral Agent;

WHEREAS, pursuant to the ABL Credit Agreement, dated August 31, 2007 and the Term Loan Credit Agreement, dated August 29, 2007, as applicable (ABL Credit Agreement and Term Loan Credit Agreement together the "Credit Agreements") and that certain Intellectual Property Security and Sub-Agent Appointment Agreement, dated March 7, 2008 and effective as of August 31, 2007 (the "IP Security Agreement"; capitalized terms used but not defined herein having the meanings assigned to such terms in the IP Security Agreement, Credit Agreements and Collateral Agreements), the Grantor granted to the Collateral Agents a security interest in and to all of Grantor's right, title and interest in and to the Collateral; and

WHEREAS, under the terms of the Credit Agreements and the Collateral Agreements, the Grantor has granted to the Collateral Agents, for the ratable benefit of the Secured Parties, a security interest in the Additional Trademarks (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor agrees, for the benefit of the Collateral Agents and the Secured Parties, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby grants unto the Collateral Agents a security interest in all right, title and interest of the Grantor, in or to the trademark and service mark registrations and applications set forth on Schedule A hereto (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), together with the goodwill symbolized thereby ("Additional Trademarks").

SECTION 2. Recordation. The Grantor authorizes and requests that the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Trademark Security Agreement Supplement, if applicable, in accordance with the Credit Agreements.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement Supplement 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 4. Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into conjunction with the provisions of the Collateral Agreements and the Intercreditor Agreement. The Grantor does hereby acknowledge and confirm that the rights and remedies of each Collateral Agent are more fully set forth in the Collateral Agreements and the Intercreditor Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is in conflict with any of the Collateral Agreements and the Intercreditor Agreement, the provisions of the Collateral Agreements or the Intercreditor Agreement, as the case may be, shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York without regards to conflicts of laws principles.

(Signature page follows)

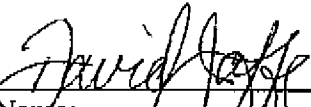
IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

SABIC INNOVATIVE PLASTICS IP B.V.

By: 
Name: John K. Abokhair
Title: Managing Director

Acknowledged and Agreed:

CITIBANK, N.A as
Collateral Agent under the Term Loan Security Agreement²

By: 
Name: DAVID JAFFE
Title: Director/Vice President

CITIBANK, N.A as
Collateral Agent under the ABL Security Agreement

By: 
Name: DAVID JAFFE
Title: Director/Vice President

² Only Term Loan Collateral Agent shall be named as secured party in the USPTO filings.

[SUPPLEMENTAL TRADEMARK AGREEMENT]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT SUPPLEMENT

**SABIC Innovative Plastics IP B.V.
U.S. Trademarks filed in 2009**

Mark	Country	Matter Code	Class	Appl. #	Status	File Date
ID-Shapes	UNITED STATES	P200021TUS	17	77/807750	PENDING	8/19/2009
ECO-SHAPES	UNITED STATES	P200025TUS	17	77/811888	PENDING	8/25/2009
CRYSTALITE	UNITED STATES	P180109TUS	17	77/813721	PENDING	8/27/2009
LabelShapes	UNITED STATES	P200029TUS	17	77/838001	PENDING	9/30/2009
ULTEIM	UNITED STATES	P070116TUS	17	77/849170	PENDING	10/15/2009
SAFEDTECH	UNITED STATES	P030104TUS	10	77/896381	PENDING	12/18/2009