

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		03/31/2010	BANK: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	INEOS FLUOR HOLDINGS LIMITED, C/O INEOS LIMITED		
Street Address:	HAWKSLEASE, CHAPEL LANE		
City:	LYNDHURST HAMPSHIRE		
State/Country:	UNITED KINGDOM		
Postal Code:	SO43 7FG		
Entity Type:	LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1693842	KLEA	
Registration Number:	1842582		
Registration Number:	2864848	XENTIA	
Registration Number:	3005267	ZEPHEX	
Registration Number:	1183340	ARCTON	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	35576		

OP \$140.00 1693842

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/07/2010

Total Attachments: 5
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RELEASE OF TRADEMARK SECURITY INTEREST (this
"Trademark Release") dated as of 23 March, 2010, by BARCLAYS BANK
PLC, as agent and trustee for the Senior Finance Parties (the "Security
Agent").

Reference is made to (i) the Senior Facilities Agreement dated as of December 14, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"), among INEOS Holdings Limited (the "Principal Obligor"), certain subsidiaries of the Principal Obligor, the Facility Agent, the Security Agent and the other parties thereto, (ii) the Security Agreement dated as of December 16, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Senior Facilities Agreement or the Security Agreement, as applicable), among the grantors party thereto and the Security Agent, (iii) the Security Agreement Supplement dated as of April 30, 2009, by INEOS Fluor Holdings Limited (the "Grantor") in favor of the Security Agent (the "Security Agreement Supplement") pursuant to which the Grantor acceded to the Security Agreement and (iv) the Release Agreement dated as of the date hereof among the Grantor, INEOS Fluor Americas LLC, the Principal Obligor and the Security Agent (the "Release Agreement").

WHEREAS, in connection with the Senior Facilities Agreement and the Security Agreement, the Grantor entered into the Security Agreement Supplement, which was recorded in the United States Patent and Trademark Office on June 4, 2009 in Reel/Frame 3999/0459.

WHEREAS, pursuant to the Security Agreement Supplement, the Grantor granted a Security Interest in favour of the Security Agent (acting for itself and on behalf of the other Senior Finance Parties) in support of the obligations arising under the Senior Finance Documents, in, among other things, the trademarks of the Grantor set forth on Schedule I hereto (the "Trademarks").

WHEREAS, pursuant to a business purchase agreement dated January 29, 2010, among Mexichem Fluor S.A. de C.V., Mexichem UK Limited, Mexichem Fluor Inc., Mexichem Derivados S.A. de C.V., Mexichem Resinas Vinificas, S.A. de C.V., the Principal Obligor, the Grantor, INEOS Fluor Limited, INEOS Fluor International Limited and INEOS Fluor Americas LLC, certain subsidiaries of the Principal Obligor are to sell certain assets, including the Trademarks, pursuant to Project Chiller. Such sale is permitted pursuant to paragraph (II) of Clause 20.16 (*Disposal*) of the Senior Facilities Agreement.

WHEREAS, in connection with the Release Agreement, the Grantor has informed the Security Agent of its desire to obtain the release of all right, title and interest of the Security Agent (acting for itself and on behalf of the other Senior Finance Parties) in, to and under the Trademarks granted under the Security Agreement Supplement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent does hereby, on and with effect from the date hereof, release, cancel, relinquish and discharge any and all security interests it has against the Trademarks and the goodwill associated in the Trademarks and reassigns all right, title and interest in and to any and all liens and security interest it may have in the Trademarks to the Grantor. The Security Agent authorizes the Grantor, the Principal

Obligor, and its legal representatives to file this Trademark Release or copies thereof with the United States Patent and Trademark Office and with any other agency or registrar where the Security Agreement or any supplement thereto may have been recorded at the expense of the Principal Obligor. The Security Agent shall take all further actions and provide to the Grantor or the Principal Obligor or their legal representatives all such cooperation and assistance, as reasonably requested by the Grantor or the Principal Obligor and at the expense of the Principal Obligor, to effectuate the purposes of this Trademark Release.

Nothing in this Trademark Release, express or implied, is intended to confer on any person, other than the Principal Obligor, the Grantor and the Security Agent, any rights or remedies under or by reason of this Trademark Release.

THIS TRADEMARK RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE SECURITY AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the Security Agent has duly executed this Trademark Release as of the day and year first above written.

BARCLAYS BANK PLC,
as Security Agent

By 

Name: Anthony Giring
Title: Director

Signature Page to the Trademark Release

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Schedule I

Grantor	Mark	Registration Number
Ineos Fluor Holdings Limited	KLEA	1693842
Ineos Fluor Holdings Limited	KLEA LOGO	1842582
Ineos Fluor Holdings Limited	XENTIA	2864848
Ineos Fluor Holdings Limited	ZEPHEX	3005267
Ineos Fluor Holdings Limited	ARCTON	1183340

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