

**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
Houston Refining LP		04/30/2010	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	Citibank, N.A., as Administrative Agent
Street Address:	390 Greenwich Street
Internal Address:	1st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3358914	CRYSTEX
Registration Number:	2154250	AQUAMARINE
Registration Number:	1779448	DUOPAC
Registration Number:	1797191	DUOPRIME
Registration Number:	3205624	IDEAL
Registration Number:	1544129	TUFFLO

**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 4: Washington, DISTRICT OF COLUMBIA 20005

**TRADEMARK**

**900162454**

**REEL: 004208 FRAME: 0150**

**CH \$165.00 3358914**

ATTORNEY DOCKET NUMBER:	HOUSTON-22
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/18/2010
Total Attachments: 6 source=5-8-10 Houston-22-TM#page1.tif source=5-8-10 Houston-22-TM#page2.tif source=5-8-10 Houston-22-TM#page3.tif source=5-8-10 Houston-22-TM#page4.tif source=5-8-10 Houston-22-TM#page5.tif source=5-8-10 Houston-22-TM#page6.tif	

## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

April 30, 2010

WHEREAS, Houston Refining LP, a Delaware limited partnership (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, LYONDELL CHEMICAL COMPANY, a Delaware corporation, as a Borrower and as Borrowers' Agent; EQUISTAR CHEMICALS, LP, a Delaware limited partnership, LYONDELL BASELL ACETYLS, LLC, a Delaware limited liability company and HOUSTON REFINING LP, a Delaware limited partnership, each as a Borrower (collectively, the "**Borrowers**"), the other Guarantors party thereto, Citibank, N.A., as Administrative Agent, Citibank N.A. and Wells Fargo Capital Finance, LLC, as Co-Collateral Agents, Citibank, N.A., Deutsche Bank AG and Wells Fargo Bank, National Association, as Fronting Banks, and the other agents and parties thereto have entered into that Credit Agreement dated as of April 8, 2010 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of April 30, 2010 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrowers, the Guarantors party thereto and Citibank, N.A. as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations and guaranteed certain obligations of the other Borrowers and secured such guarantee (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or hereafter acquired:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration or application identified in Schedule 1 hereto;
- (ii) each Trademark License to which the Grantor is a party; and
- (iii) all Grantor's claims for, and rights to sue for, past, present or future infringements of any Trademark (including, without limitation, any Trademark owned by the Grantor and identified in Schedule 1), and all income, royalties, damages and payments now or hereafter due or payable with respect to any such Trademark, including damages and payments for past, present or future infringements thereof, and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral

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 in their entireties.

Unless otherwise defined herein or the context otherwise requires, terms used in this agreement have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

In the event of any inconsistency between the terms or conditions of this Trademark Security Agreement and the terms and conditions of the Security Agreement or Credit Agreement, the terms and conditions of the Security Agreement or Credit Agreement, as applicable, shall control.

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

HOUSTON REFINING LP


By: Gerald A. O'Brien, Vice President

Name: Gerald A. O'Brien

Title: Authorized Person

Exc

CITIBANK, N.A., as Administrative Agent

By:   
Name: MICHAEL SMOLOW  
Title: Vice President

[Signature page to Trademark Security Agreement (Houston Refining/ABL)]

**TRADEMARK**  
**REEL: 004208 FRAME: 0155**

HOUSTON REFINING LP

TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Application / Registration No.</u>	<u>Trademark</u>
3358914	CRYSTEX
2154250	AQUAMARINE
1779448	DUOPAC
1797191	DUOPRIME
3205624	IDEAL
1544129	TUFFLO