

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LyondellBasell Flavors & Fragrances, LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank Trust Company Americas, as Collateral Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3075207	GLIDOX	
Registration Number:	3033642	GLIDSOL	
Registration Number:	1428029	TETRALOL	
Registration Number:	3111961	WINSENSE	
Serial Number:	77141246	NAVACET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	371232-415		

**CH \$140.00 3075207**

**900163555**

**TRADEMARK  
 REEL: 004216 FRAME: 0564**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/02/2010
<b>Total Attachments: 5</b> source=6-2-10 Deutsche Bank-TM#page1.tif source=6-2-10 Deutsche Bank-TM#page2.tif source=6-2-10 Deutsche Bank-TM#page3.tif source=6-2-10 Deutsche Bank-TM#page4.tif source=6-2-10 Deutsche Bank-TM#page5.tif	

## TRADEMARK SECURITY AGREEMENT

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

May 14, 2010

WHEREAS, LyondellBasell Flavors & Fragrances, LLC, a Delaware limited liability company (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, LBI ESCROW CORPORATION, a Delaware corporation, as predecessor to Lyondell Chemical Company, a Delaware corporation, as Issuer, the other Guarantors party thereto, Wilmington Trust FSB, as Trustee, Deutsche Bank Trust Company Americas, as U.S. Registrar and U.S. Paying Agent, Deutsche Bank AG, London Branch, as Euro Paying Agent and Common Depository, and Deutsche Bank Luxembourg S.A., as Euro Registrar have entered into that Indenture dated as of April 8, 2010 (as amended from time to time, the "Indenture"); 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 Issuer, the Guarantors party thereto and Deutsche Bank Trust Company Americas, as Collateral 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 Issuer and the other Guarantors (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 entirety.

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

LYONDELLBASELL FLAVORS & FRAGRANCES, LLC

By: Gerald A. O'Brien, Vice President

Name: Gerald A. O'Brien

Title: Vice President & Deputy General Counsel

*Exc*

LYONDELLBASELL FLAVORS & FRAGRANCES, LLC

TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Registration No.</u>	<u>Trademark</u>
3075207	GLIDOX
3033642	GLIDSOL
77/141246	NAVACET
1428029	TETRALOL
3111961	WINSENSE