

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
LyondellBasell Flavors & Fragrances, LLC		04/30/2010	LIMITED LIABILITY COMPANY: 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: 5

Property Type	Number	Word Mark
Registration Number:	3075207	GLIDOX
Registration Number:	3033642	GLIDSOL
Registration Number:	1428029	TETRALOL
Registration Number:	3111961	WINSENSE
Serial Number:	77141246	NAVACET

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

900163756

**TRADEMARK
 REEL: 004218 FRAME: 0308**

CH \$140.00 3075207

ATTORNEY DOCKET NUMBER:	371232-425
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/04/2010
Total Attachments: 5 source=6-4-10 Citibank-TM#page1.tif source=6-4-10 Citibank-TM#page2.tif source=6-4-10 Citibank-TM#page3.tif source=6-4-10 Citibank-TM#page4.tif source=6-4-10 Citibank-TM#page5.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LyondellBasell Flavors & Fragrances, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Delaware LLC
- Association
- Limited Partnership

Citizenship (see guidelines) DE - US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 04/30/2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as Administrative Agent

Internal

Address: _____

Street Address: 390 Greenwich Street, 1st Floor

City: New York

State: New York

Country: USA Zip: 10013

- Association Citizenship US - Fed
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sakina Karkat, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City New York

State NY Zip: 10005

Phone Number: (212) 701-3365

Fax Number: (212) 378-2730

Email Address: skarkat@cahill.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

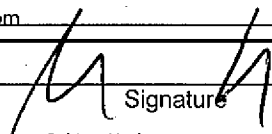
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Sakina Karkat

Name of Person Signing

May 28, 2010
Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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, LYONDELL CHEMICAL COMPANY, a Delaware corporation, as Issuer, LYONDELLBASELL INDUSTRIES, N.V., as the company, the other Guarantors party thereto and Wells Fargo Bank, National Association, as Trustee have entered into that Indenture dated as of April 30, 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 Wells Fargo Bank, National Association, 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:

(x) each Trademark owned by the Grantor, including, without limitation, each Trademark registration or application identified in Schedule 1 hereto;

(xi) each Trademark License to which the Grantor is a party; and

(xii) 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 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