# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Secured Party of Interest Recorded at Reel/Frame 2716/0501

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		105/04/2004	National Bank: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Texas Petrochemicals LP (formerly Texas Petrochemicals Corporation)		
Street Address:	8600 Park Place Blvd.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77017		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2371431	TPC
Registration Number:	2218371	CN
Registration Number:	2208440	CN
Registration Number:	1803456	SKIP

### **CORRESPONDENCE DATA**

Fax Number: (713)222-3291

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713-221-3306

Email: constance.rhebergen@bgllp.com
Correspondent Name: Constance Gall Rhebergen
Address Line 1: 711 Louisiana Street

Address Line 2: Suite 2300

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 082203.000066

TRADEMARK
REEL: 004226 FRAME: 0135

\$115.00 2371431

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NAME OF SUBMITTER:	Constance Gall Rhebergen		
Signature:	/Constance Gall Rhebergen/		
Date:	06/16/2010		
Total Attachments: 4 source=Relase of BOA Security Interest in TPC Trademarks#page1.tif source=Relase of BOA Security Interest in TPC Trademarks#page2.tif source=Relase of BOA Security Interest in TPC Trademarks#page3.tif source=Relase of BOA Security Interest in TPC Trademarks#page4.tif			

TRADEMARK
REEL: 004226 FRAME: 0136

## TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Agreement") is executed as of May 4, 2004, by TEXAS PETROCHEMICALS LP (formerly known as Texas Petrochemicals Corporation), a Texas limited partnership ("Debtor"), whose address is 8600 Park Place Blvd., Houston, Texas 77017 and BANK OF AMERICA, N.A., a national banking association (in its capacity as Agent) ("Secured Party") whose address is 55 S. Lake Avenue, Suite 900, Pasadena, California 91101.

#### RECITALS

- A. On November 25, 2002, a Credit Agreement (as amended, modified, supplemented, or restated from time to time, the "Credit Agreement") was entered into among Debtor, Secured Party, and certain guarantors and banks then or thereafter party thereto;
- B. In connection with the Credit Agreement, a Borrower Security Agreement (as amended, modified, supplemented, or restated from time to time, the "Security Agreement") was entered into on November 25, 2002, between Debtor and Secured Party, whereby Debtor granted to Secured Party a security interest in certain assets of Debtor, including, without limitation, the Trademark Collateral (as defined below) to secure the payment of the Obligations;
- C. In connection with the Security Agreement, Debtor and Secured Party also entered into a Trademark Security Agreement on November 25, 2002, (the "Trademark Security Agreement"), which was recorded on April 17, 2003, in Reel 2716, Frame 0501, with the United States Patent and Trademark Office, in order to further evidence the security interest of Secured Party in the Trademark Collateral; and
- D. At Debtor's request and for certain other consideration, Secured Party has agreed to release the security interest in the Trademark Collateral and terminate the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- SECTION 1. <u>Defined Terms</u>. Capitalized terms used and not otherwise defined herein shall have the same meanings as set forth in the Credit Agreement. Terms used herein which are defined in the UCC, unless otherwise defined herein or in the Credit Agreement, shall have their meanings as set forth in the UCC.
- SECTION 2. <u>Termination</u>. Secured Party hereby releases its security interest in and to the Trademark Collateral granted under the Trademark Security Agreement, and Debtor and Secured Party hereby terminate the Trademark Security Agreement.
- SECTION 3. <u>Trademark Collateral</u>. As used herein, the term "*Trademark Collateral*" means the following items and types of property, whether presently existing or hereinafter created or acquired by Debtor:
  - 1. (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark (defined below) ("Trademark License"); (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the

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U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause b being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration") (including, without limitation, each Trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

- 2. each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in <u>Schedule 1</u> annexed hereto); and
- 3. all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in <a href="Schedule 1">Schedule 1</a> annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in <a href="Schedule 1">Schedule 1</a> annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed by parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the Debtor and Secured Party have duly executed this Agreement as of the day and year first written above.

TEXAS PETROCHEMICALS LP,
a Texas limited partnership, as Debtor

By:

Name:
Title:

BANK OF AMERICA, N.A., a national banking association, as Secured Party

By:

Name: Stephen KING Title: 1/100 PRESIDENT

# SCHEDULE 1

# I. TRADEMARKS LICENSES

None.

# II. TRADEMARKS

Owner of Record	Registration No.		Filing Date	
Texas Petrochemicals Corporation (predecessor to Borrower)	TPC	2,371,431	07/25/00	
Texas Petrochemicals Corporation (predecessor to Borrower)	CN	2,218,371	01/19/99	
Texas Petrochemicals Corporation (predecessor to Borrower)	CN	2,208,440	12/08/98	
Texas Petrochemicals Corporation (predecessor to Borrower)	SKIP	1,803,456	11/09/93	

Schedule 1

TRADEMARK REEL: 004226 FRAME: 0140

**RECORDED: 06/16/2010**