85043415

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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
WESTLAKE LONGVIEW CORPORATION		08/02/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	55 S. Lake Avenue
Internal Address:	Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85043415	TYMAX

CORRESPONDENCE DATA

Fax Number: (214)200-0458

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

Phone: (214) 651-5148

Email: april.reasoner@haynesboone.com

Correspondent Name: Gavin George

Address Line 1: Haynes and Boone, LLP
Address Line 2: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17997.648
NAME OF SUBMITTER:	Gavin George
Signature:	/Gavin George/
	IRADEMAKK

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Date:	08/05/2010
Total Attachments: 3 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif	

TRADEMARK
REEL: 004255 FRAME: 0422

AMENDMENT No. 2

TO

TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2010 (the "Amendment"), is made by the undersigned ("Grantor") in favor of BANK OF AMERICA, N.A., in its capacity as Agent (herein so called) for Lenders (as defined below).

RECITALS

- A. Reference is made to that certain Credit Agreement dated as of July 31, 2003, by and among Westlake Chemical Corporation and certain of its direct and indirect subsidiaries (collectively, "Borrowers"), Agent, and certain lenders ("Lenders") (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Credit Agreement");
- B. In connection with the Credit Agreement, Grantor has executed that certain Security Agreement dated as of November 30, 2006, in favor of Agent (including all exhibits, annexes, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Security Agreement");
- C. Pursuant to the Security Agreement, Grantor has executed that certain Trademark Security Agreement dated as of November 30, 2006, in favor of Agent (including all schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Trademark Security Agreement"), pursuant to which Grantor granted a security interest to Agent in all of its right, title and interest in all of its existing and after-acquired trademarks and trademark applications:
- D. Reference is also made to that that certain Amended and Restated Credit Agreement dated as September 8, 2008, by Borrowers, Agent, and Lenders (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Amended and Restated Credit Agreement");
- E. In connection with the Restated Credit Agreement, Grantor has executed that certain Amended and Restated Security Agreement dated as September 8, 2008, in favor or Agent (including all schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Amended and Restated Security Agreement");
- F. Subsequent to the delivery of the Trademark Security Agreement, Grantor filed a certain additional trademark application with the United States Patent and Trademark Office, in which Grantor has granted a security interest to Agent pursuant to the Trademark Security Agreement; and
- G. Pursuant to the Amended and Restated Security Agreement, Grantor is amending **Schedule I** to the Trademark Security Agreement to reflect Agent's security interest in such additional Trademark applications.

Amendment No. 2 to Longview Trademark Security Agreement NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in *Annex A* to the Amended and Restated Credit Agreement.
- 2. <u>AMENDMENT TO TRADEMARK SECURITY AGREEMENT</u>. Grantor hereby amends *Schedule I* to the Trademark Security Agreement by adding the following thereto:

Trademarks and Service Marks Registered by Grantor

Mark	Application No.	Filing Date
TYMAX		May 20, 2010

- 3. <u>CONFIRMATION</u>. Grantor hereby confirms (a) the debts, duties, obligations, liabilities, rights, titles, security interests, liens, powers, and privileges existing by virtue of the Amended and Restated Credit Agreement, the Amended and Restated Security Agreement, the Trademark Security Agreement, and other Loan Documents, and (b) that the liens and security interests in the Collateral created under the Amended and Restated Security Agreement and the Trademark Security Agreement secure, among other indebtedness, the Obligations and all modifications, amendments, renewals, extensions, and restatements thereof.
- 4. <u>ENTIRE AGREEMENT</u>. Except as amended hereby, the Trademark Security Agreement will remain in full force and effect.
- 5. <u>REFERENCE TO MISCELLANEOUS PROVISIONS</u>. This Amendment is one of the "Loan Documents" referred to in the Amended and Restated Credit Agreement, and all provisions relating to Loan Documents set forth in **Section 13** of the Amended and Restated Credit Agreement are incorporated herein by reference, the same as if set forth herein verbatim.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

Amendment No. 2 to Longview Trademark Security Agreement

> TRADEMARK REEL: 004255 FRAME: 0424

Signature Page to Amendment No. 2 to Trademark Security Agreement dated as of August 2, 2010, executed by the undersigned Grantor in favor of Bank of America, N.A., in its capacity as Agent for the benefit of Lenders.

Grantor's Address:

WESTLAKE LONGVIEW CORPORATION,

as Grantor, a Delaware corporation

XHAN SW.

2801 Post Oak Boulevard

Suite 600

Houston, Texas 77056

RECORDED: 08/05/2010

Facsimile:

713.960.9420

Attention:

Treasurer

By:

' Geff Taylor

Senior Vice President, Polyethylene

Signature Page to Amendment No. 2 to Longview Trademark Security Agreement

TRADEMARK REEL: 004255 FRAME: 0425