

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WESTLAKE LONGVIEW CORPORATION		11/18/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	55 S. Lake Avenue		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	85152138	ELEVATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)200-0853		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(214) 651-5148		
<b>Email:</b>	april.reasoner@haynesboone.com		
<b>Correspondent Name:</b>	Gavin George		
<b>Address Line 1:</b>	Haynes and Boone, LLP		
<b>Address Line 2:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	17997.648		
<b>NAME OF SUBMITTER:</b>	Gavin George		
<b>Signature:</b>	/Gavin George/		

OP \$40.00 85152138

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**TRADEMARK**  
 REEL: 004423 FRAME: 0497

Date:

12/01/2010

**Total Attachments: 3**

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AMENDMENT NO. 3

TO

TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 3 TO TRADEMARK SECURITY AGREEMENT, dated as of November 18, 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 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 of 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.

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. DEFINED TERMS. 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. AMENDMENT TO TRADEMARK SECURITY AGREEMENT. Grantor hereby amends *Schedule I* to the Trademark Security Agreement by adding the following thereto:

**Trademarks and Service Marks Registered by Grantor**

Mark	Serial No.	Filing Date
ELEVATE	85/152,138	October 13, 2010

3. CONFIRMATION. 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. ENTIRE AGREEMENT. Except as amended hereby, the Trademark Security Agreement will remain in full force and effect.

5. REFERENCE TO MISCELLANEOUS PROVISIONS. 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.]


**Signature Page to Amendment No. 3 to Trademark Security Agreement dated as of November 18, 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

2801 Post Oak Boulevard  
Suite 600  
Houston, Texas 77056  
Facsimile: 713.960.9420  
Attention: Treasurer

By:



Jeff Taylor

Sr. VP, Polyethylene

Signature Page to Amendment No. 3  
to Longview Trademark Security Agreement