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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company		12/22/2010	CORPORATION: DELAWARE
Americas, as Collateral Agent			

RECEIVING PARTY DATA

Name:	LyondellBasell Flavors & Fragrances, LLC	
Street Address:	1221 McKinney Street, Suite 700	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77010	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 5

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

CORRESPONDENCE DATA

Fax Number: (404)572-5134

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

Phone: 404.572.4600
Email: ssexton@kslaw.com

Correspondent Name: Sally Sexton
Address Line 1: 1180 Peachtree St.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 18464.015001

TRADEMARK

REEL: 004440 FRAME: 0468

900179654

NAME OF SUBMITTER:	Sally Sexton
Signature:	/sally sexton/
Date:	12/23/2010
Total Attachments: 4 source=TMDeautscheRelease#page1.tif source=TMDeautscheRelease#page2.tif source=TMDeautscheRelease#page3.tif source=TMDeautscheRelease#page4.tif	

TRADEMARK
REEL: 004440 FRAME: 0469

TERMINATION AND RELEASE OF SECURITY INTEREST

THIS TERMINATION AND RELEASE OF SECURITY INTEREST, dated as of December 22, 2010 (this "Termination and Release"), is from DEUTSCHE BANK TRUST COMPANY AMERICAS ("Deutsche Bank"), in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for itself and the holders of the Notes (as defined in the Amended and Restated Indenture, dated as of April 30, 2010 (as amended, restated supplemented or otherwise modified, the "Indenture")), to LYONDELLBASELL FLAVORS & FRAGRANCES, LLC ("Specified Grantor").

WITNESSETH:

WHEREAS, pursuant to the Patent Security Agreement dated as of April 30, 2010 (including all annexes, exhibits or schedules thereto, and as amended, restated, supplemented or otherwise modified) by Specified Grantor in favor of the Agent (the "Patent Security Agreement"), the Security Agreement dated April 30, 2010 (including all annexes, exhibits or schedules thereto, and as amended, restated, supplemented or otherwise modified) by the Grantors (as defined therein) party thereto (including Specified Grantor) in favor of the Agent and the Trademark Security Agreement dated May 14, 2010 (including all annexes, exhibits or schedules thereto, and as amended, restated, supplemented or otherwise modified) by the Specified Grantor in favor of the Agent (the "Trademark Security Agreement") a security interest (the "Security Interest") was granted by Specified Grantor to the Agent in the Patent Collateral, the Trademarks and the Trademark Collateral (as defined in each of the Patent Security Agreement, the Security Agreement, and the Trademark Security Agreement, respectively):

WHEREAS, the Patent Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office, at Reel 024342, Frame 0135 on May 6, 2010, and the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office, at Reel 4216, Frame 0564 on June 2, 2010; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Released Collateral (as defined herein).

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral, the Trademarks and/or the Trademark Collateral pursuant to the Indenture, the Patent Security Agreement, the Security Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. <u>Definitions</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture, the Patent Security Agreement, the Security Agreement and the Trademark Security Agreement.

TRADEMARK REEL: 004440 FRAME: 0470 2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in (i) the Patent Collateral listed in Exhibit 1 attached hereto and (ii) the Trademarks and the Trademark Collateral listed in Exhibit 2 attached hereto ((i) and (ii) collectively the "Released Collateral"). Any and all right, title or interest of the Agent in the Released Collateral and all proceeds thereof, including without limitation the goodwill of the business connected with the use of, and symbolized by, the Released Collateral and any and all causes of action which may exist by reason of infringement of the Released Collateral, shall hereby cease and become void. For the avoidance of doubt, nothing herein shall be construed as releasing or terminating any security interest in the Collateral granted to Agent by any Grantor party to the Security Agreement (other than the Specified Grantor).

7

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest by its duly authorized officer as of the date first above written.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Agent

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By Deutsche Bank National Trust Company

Name:

Irina Golovashchuk Assistant Vice President

Exhibit 2 - U.S. Trademarks and Trademark Applications

TRADEMARK	OWNER	SERIAL/ REG. NO.	FILING/ REG. DATE
NAVACET	LyondellBasell Flavors	77-141246	03/27/2007
Property A 1 (2)	& Fragrances, LLC LyondellBasell Flavors	1428029	02/10/1987
retralol	& Fragrances, LLC	1 Town 1/2 No man /	
GLIDSOL	LyondellBaseil Flavors	3033642	12/27/2005
- Ny ao indrindronan'i Mandrick Malaines, ao ao impira amin'ny faritr'i Andrewski (no ao	& Fragrances, LLC	3075207	04/04/2006
GLIDOX	LyondellBasell Flavors & Fragrances, LLC	3013407	7 10 37 10 40
WINSENSE	LyondellBasell Flavors	3111961	07/04/2006
	& Fragrances, LLC		

6

RECORDED: 12/23/2010

TRADEMARK REEL: 004440 FRAME: 0473