

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
CONSTAR INTERNATIONAL, INC.		02/15/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.
Street Address:	100 FIELD DRIVE
City:	LAKE FOREST
State/Country:	ILLINOIS
Postal Code:	60045-2580
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1840582	CONSTAR
Registration Number:	2339116	STARSHIELD
Registration Number:	2630100	CONSTAR
Registration Number:	2819157	C
Registration Number:	2840563	OXBAR
Registration Number:	3133417	MONOXBAR
Registration Number:	3145994	MONOXBAR FROM CONSTAR
Registration Number:	3326327	DIAMOND CLEAR
Registration Number:	3401510	DIAMONDCLEAR
Registration Number:	3665740	CONSTRUCT
Registration Number:	3780471	CONVERT IT
Registration Number:	3835668	VCT
Serial Number:	77746173	I DESIGN

CORRESPONDENCE DATA

900184340

**TRADEMARK
 REEL: 004481 FRAME: 0570**

CH \$340.00 1840582

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: susan.zablocki@kirkland.com
Correspondent Name: Susan Zablocki
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	12153-1
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	02/17/2011

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Black Diamond Commercial Finance, L.L.C. (“BDCF”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Priming Super-Priority Debtor In Possession Note Purchase Agreement, dated as of January 14, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among Constar, Inc. (the “Issuer Representative”), the other Note Parties party thereto, the Purchasers from time to time party thereto and BDCF, as Agent, the Purchasers have severally agreed to purchase Notes issued by the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations of the Issuers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and Agent to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes from the Issuers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or where not defined therein, the Note Purchase Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

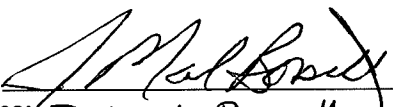
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONSTAR. INTERNATIONAL INC.,
as a Grantor

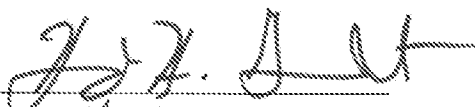
By: 
Name: J. Mark Borseth
Title: Executive VP and CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004481 FRAME: 0574

ACCEPTED AND AGREED
as of the date first above written:

BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.,
as Agent

By: 
Name: H. Gravenhorst
Title: M. D.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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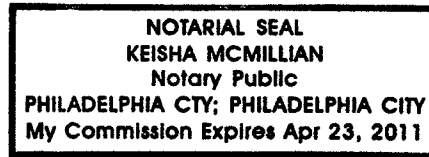
ACKNOWLEDGEMENT OF GRANTOR

State of PENNSYLVANIA)
County of Philadelphia)

ss.

On this 28th day of JANUARY 2011 before me personally appeared J. MAEK BORSETH proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CONSTAR INT'L INC., who being by me duly sworn did depose and say that he is an authorized officer of CONSTAR INTERNATIONAL INC., that the said instrument was signed on behalf of CONSTAR INTERNATIONAL INC. as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of CONSTAR INTERNATIONAL INC.

Keisha McMillian
Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004481 FRAME: 0576

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Patent Registrations

1. PENDING AND REGISTERED TRADEMARKS

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNTRY	OWNER
DIAMOND CLEAR	1254749	8/1/2008	1254749	8/1/2008	AU	Constar International Inc.
DIAMOND CLEAR	1220379	1/22/2008	1220379	1/22/2008	AU	Constar International Inc.
MONOXBAR	1254748	8/1/2008	1254748	8/1/2008	AU	Constar International Inc.
OXBAR	1254746	8/1/2008	1254746	8/1/2008	AU	Constar International Inc.
CONSTAR & Design	984115	2/20/2001	699387	2/20/2001	BX	Constar International Inc.
OXBAR	943720	8/5/1999	658550	8/5/1999	BX	Constar International Inc.
OXBAR	1025839	8/12/1999	TMA604112	3/4/2004	CA	Constar International Inc.
STARSHIELD	1044446	1/31/2000	TMA574743	1/30/2003	CA	Constar International Inc.
DIAMONDSTAR	6526311	1/23/2008	6526311	3/28/2010	CN	Constar International Inc.
OXBAR	39947897	8/10/1999	39947897		DE	Constar International Inc.
STARSHIELD	39836148.7	6/29/1998	39836148	8/31/1998	DE	Constar International Inc.
STARSHIELD	39836147.9/21	6/29/1998	39836147	8/18/1998	DE	Constar International Inc.
OXBAR	VA 003330 1999	8/17/1999	VR 2000 01584	3/23/2000	DK	Constar International Inc.

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNTRY	OWNER
DIAMONDCLEAR	6604151	1/23/2008	6604151	6/21/2009	EU	Constar International Inc.
MONOXBAR FROM CONSTAR & Design	4117115	11/10/2004	4117115	1/18/2006	EU	Constar International Inc.
OXBAR	4083853	10/14/2004	4083853	1/17/2006	EU	Constar International Inc.
OXBAR	99807858	8/13/1999	99807858	8/13/1999	FR	Constar International Inc.
STARSHIELD	98741086	7/9/1998	98741086	7/9/1998	FR	Constar International Inc.
CONSTAR & DESIGN	M0101105	2/20/2001	169492	3/27/2002	HU	Constar International Inc.
DIAMONDCLEAR	004841	1/25/2008	5140164	6/13/2008	JP	Constar International Inc.
MONOXBAR FROM CONSTAR & DESIGN	103174	11/11/04	4907297	11/11/2005	JP	Constar International Inc.
CONSTAR & Design	143717	6/30/1992	456246	4/7/1994	MX	Constar International Inc.
DIAMONDCLEAR	794187	8/11/2008	794187	2/12/2009	NZ	Constar International Inc.
MONOXBAR	794188	8/11/2008	794188	2/12/2009	NZ	Constar International Inc.
OXBAR	794189	8/11/2008	794189	2/12/2009	NZ	Constar International Inc.
OXBAR	05647	8/10/1999	347007	6/21/2001	SE	Constar International Inc.
OXBAR	08599	9/12/1989	226169	8/30/1991	SE	Constar International Inc.
CONSTAR & DESIGN	2261655	2/19/2001	2261655	2/19/2001	UK	Constar International Inc.
STARSHIELD	2170707	6/26/1998	2170707	6/26/1998	UK	Constar International Inc.
C & Design	76/477070	12/19/2002	2,819,157	3/2/2004	US	Constar International Inc.

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNTRY	OWNER
CONSTAR	74/427235	8/23/1993	1840582	6/21/1994	US	Constar International Inc.
CONSTAR & DESIGN	76/114291	8/22/2000	2630100	10/8/2002	US	Constar International Inc.
CONSTRUCT	77/505,410	6/23/2008	3665740	8/11/2009	US	Constar International Inc.
CONVERT IT	77/788,733	7/24/2009	3780471	4/27/2010	US	Constar International Inc.
DIAMOND CLEAR & Design	78/654,402	6/20/2005	3,326,327	10/30/2007	US	Constar International Inc.
DIAMONDCLEAR	77/237,908	7/25/2007	3,401,510	3/25/2008	US	Constar International Inc.
I-DESIGN (Abandoned)	77/746,173	5/28/2009			US	Constar International Inc.
MONOXBAR	76/512231	5/7/2003	3,133,417	8/22/2006	US	Constar International Inc.
MONOXBAR & Design	76/598,560	7/21/2004	3,145,994	9/19/2006	US	Constar International Inc.
OXBAR	75/983,442	8/6/1999	2,840,563	5/11/2004	US	Constar International Inc.
STARSHIELD (Cancelled)	75418545	1/15/1998	2,339,116	4/4/2000	US	Constar International Inc.
VCT	77/505,399	6/23/2008	3835668	8/17/2010	US	Constar International Inc.