

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 Group, Inc.		05/31/2011	CORPORATION: DELAWARE
Constar, Inc.		05/31/2011	CORPORATION: PENNSYLVANIA
BFF Inc.		05/31/2011	CORPORATION: DELAWARE
DT, Inc.		05/31/2011	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
Serial Number:	76477070	C
Serial Number:	74427235	CONSTAR
Serial Number:	76114291	CONSTAR
Serial Number:	77505410	CONSTRUCT
Serial Number:	77788733	CONVERT IT
Serial Number:	78654402	DIAMOND CLEAR
Serial Number:	77237908	DIAMONDCLEAR
Serial Number:	77746173	I DESIGN
Serial Number:	76512231	MONOXBAR
Serial Number:	76598560	MONOXBAR FROM CONSTAR
Serial Number:	75983442	OXBAR
Serial Number:	75418545	STARSHIELD

TRADEMARK

900195378

REEL: 004569 FRAME: 0145

OP \$340.00 76477070

Serial Number:

77505399

VCT

CORRESPONDENCE DATA

Fax Number: (212)230-8888

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

Phone: 212-937-7275

Email: WHIPNYTrademarkDocketStaff@wilmerhale.com

Correspondent Name: Peter W. Baik

Address Line 1: 399 Park Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

2001365-191

NAME OF SUBMITTER:

Peter W. Baik

Signature:

/Peter W. Baik/

Date:

06/24/2011

Total Attachments: 9

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THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THE (A) SHAREHOLDER INTERCREDITOR AGREEMENT, (B) TERM INTERCREDITOR AGREEMENT, AND (C) ABL INTERCREDITOR AGREEMENT, EACH AS DEFINED HEREIN, TO THE EXTENT PROVIDED IN SECTION 27 OF THIS SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is made this 31st day of May, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.**, in its capacity as collateral agent for the Debt Holders (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain (i) Shareholder Credit Agreement of even date herewith (as amended, restated, supplemented, replaced, refinanced, or otherwise modified from time to time, the “Credit Agreement”) by and among Constar Group, Inc., a Delaware corporation (“Parent”), Constar International LLC, a Delaware limited liability company (“Holdings”), Constar, Inc., a Pennsylvania corporation (“Constar”), Constar Foreign Holdings, Inc., a Delaware corporation (“Constar Foreign Holdings”), DT, Inc., a Delaware corporation (“DT”), BFF Inc., a Delaware corporation (“BFF”), and Constar International U.K. Limited, a corporation organized under the laws of England and Wales (“Constar UK” and, together with, Holdings, Constar, Constar Foreign Holdings, DT, and BFF, each, a “Company” and, collectively, the “Companies”) the several banks and other financial institutions or entities from time to time parties thereto (each a “Credit Debt Holder” and collectively, the “Credit Debt Holders”), Black Diamond Commercial Finance, L.L.C., as administrative agent for the Credit Debt Holders (“Credit Debt Holder Manager”) and collateral agent for the Credit Debt Holders (in such capacity under the Credit Agreement and the other Shareholder Credit Documents, together with any of its successors and assigns, the “Credit Collateral Agent”), and (ii) Shareholder Note Purchase Agreement of even date herewith (as amended, restated, supplemented, replaced, refinanced, or otherwise modified from time to time, the “Note Purchase Agreement” and, together with the Credit Agreement, each, a “Facility Agreement” and, together, the “Facility Agreements”) by and among Holdings, the Companies, the several banks and other financial institutions or entities from time to time parties thereto (each a “Note Debt Holder” and collectively, the “Note Debt Holders” and, together with the Credit Debt Holders, each a “Debt Holder” and collectively, the “Debt Holders”), Black Diamond Commercial Finance, L.L.C., as administrative agent for the Note Debt Holders (“Note Debt Holder Manager” and, together with Credit Debt Holder Manager, collectively, the “Debt Holder Manager”) and collateral agent for the Note Debt Holders (in such capacity under the Note Purchase Agreement and the other Shareholder Note Purchase Documents, together with any of its successors and assigns, the “Note Purchase Collateral Agent” and, together with the Credit Collateral Agent, collectively, the “Collateral Agent”), the Debt Holders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions of the Facility Documents; and

WHEREAS, the members of the Debt Holder Group have made certain financial accommodations to the Borrowers as provided for in the applicable Facility Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of each member of the Debt Holder Group, that certain Security Agreement, dated as of May 31, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Debt Holders, this 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the applicable Facility Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants and pledges to Collateral Agent, for the benefit each Debt Holder, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks including those referred to on Schedule I;

(b) [Reserved]; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, “**Trademark Collateral**” shall not include anything that is not “**Collateral**” under, and as defined in, the Security Agreement.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent and the Debt Holders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Debt Holders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Section 6(f)(v) of the Security Agreement. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Facility Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record. Any officer, manager, or member executing any certificate or other document made or delivered pursuant hereto, so executes or certifies in his/her capacity as an officer, manager or member on behalf of the applicable Debt Holder and not in any individual capacity.

8.

(a) **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PRINCIPLES EXCEPT TO THE EXTENT NECESSARY TO ENFORCE THIS CHOICE OF LAW PROVISION.**

(b) **ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR HERETO ARISING OUT OF OR RELATING HERETO OR ANY OTHER FACILITY DOCUMENT, OR ANY OF THE OBLIGATIONS, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS TRADEMARK SECURITY AGREEMENT, EACH GRANTOR FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (i) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (ii) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (iii) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE GRANTOR AT ITS ADDRESS PROVIDED IN**

ACCORDANCE WITH SECTION 21 OF THE SECURITY AGREEMENT AND TO ANY PROCESS AGENT SELECTED IN ACCORDANCE WITH THE FACILITY DOCUMENTS IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; (iv) AGREES THAT COLLATERAL AGENT AND DEBT HOLDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION; AND (v) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING THE FOREGOING, ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT COLLATERAL AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE COLLATERAL AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. COLLATERAL AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).

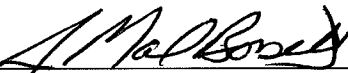
(c) EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER FACILITY DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR THE CREDITOR/DEBTOR RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 8(c) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


CONSTAR GROUP, INC.

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer


CONSTAR INTERNATIONAL LLC

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer


CONSTAR, INC.

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer


BFF INC.

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer

DT, INC.

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer

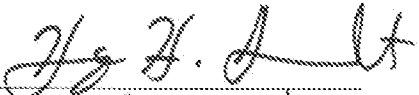
CONSTAR FOREIGN HOLDINGS, INC.

By: 
Name: J. Mark Borseth
Title: Executive Vice President and Chief Financial Officer

[SIGNATURE PAGE TO SHAREHOLDER TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

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

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

PENDING AND REGISTERED TRADEMARKS

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNTRY	GRANTOR
DIAMOND CLEAR	1254749	8/1/2008	1254749	8/1/2008	AU	Constar International LLC
DIAMOND CLEAR	1220379	1/22/2008	1220379	1/22/2008	AU	Constar International LLC
MONOXBAR	1254748	8/1/2008	1254748	8/1/2008	AU	Constar International LLC
OXBAR	1254746	8/1/2008	1254746	8/1/2008	AU	Constar International LLC
CONSTAR & Design	984115	2/20/2001	699387	2/20/2001	BX	Constar International LLC
OXBAR	943720	8/5/1999	658550	8/5/1999	BX	Constar International LLC
OXBAR	1025839	8/12/1999	TMA604112	3/4/2004	CA	Constar International LLC
STARSHIELD	1044446	1/31/2000	TMA574743	1/30/2003	CA	Constar International LLC
DIAMONDSTAR	6526311	1/23/2008	6526311	3/28/2010	CN	Constar International LLC
OXBAR	39947897	8/10/1999	39947897		DE	Constar International LLC
STARSHIELD	39836148.7	6/29/1998	39836148	8/31/1998	DE	Constar International LLC
STARSHIELD	39836147.9/21	6/29/1998	39836147	8/18/1998	DE	Constar International LLC
OXBAR	VA 003330 1999	8/17/1999	VR 2000 01584	3/23/2000	DK	Constar International LLC
DIAMONDCLEAR	6604151	1/23/2008	6604151	6/21/2009	EU	Constar International LLC
MONOXBAR FROM CONSTAR & Design	4117115	11/10/2004	4117115	1/18/2006	EU	Constar International LLC

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNTRY	GRANTOR
OXBAR	4083853	10/14/2004	4083853	1/17/2006	EU	Constar International LLC
OXBAR	99807858	8/13/1999	99807858	8/13/1999	FR	Constar International LLC
STARSHIELD	98741086	7/9/1998	98741086	7/9/1998	FR	Constar International LLC
CONSTAR & DESIGN	M0101105	2/20/2001	169492	3/27/2002	HU	Constar International LLC
DIAMONDCLEAR	004841	1/25/2008	5140164	6/13/2008	JP	Constar International LLC
MONOXBAR FROM CONSTAR & DESIGN	103174	11/11/04	4907297	11/11/2005	JP	Constar International LLC
CONSTAR & Design	143717	6/30/1992	456246	4/7/1994	MX	Constar International LLC
DIAMONDCLEAR	794187	8/11/2008	794187	2/12/2009	NZ	Constar International LLC
MONOXBAR	794188	8/11/2008	794188	2/12/2009	NZ	Constar International LLC
OXBAR	794189	8/11/2008	794189	2/12/2009	NZ	Constar International LLC
OXBAR	05647	8/10/1999	347007	6/21/2001	SE	Constar International LLC
OXBAR	08599	9/12/1989	226169	8/30/1991	SE	Constar International LLC
CONSTAR & DESIGN	2261655	2/19/2001	2261655	2/19/2001	UK	Constar International LLC
STARSHIELD	2170707	6/26/1998	2170707	6/26/1998	UK	Constar International LLC
C & Design	76/477070	12/19/2002	2,819,157	3/2/2004	US	Constar International LLC
CONSTAR	74/427235	8/23/1993	1840582	6/21/1994	US	Constar International LLC
CONSTAR & DESIGN	76/114291	8/22/2000	2630100	10/8/2002	US	Constar International LLC

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