

## 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 Americas, as collateral agent		12/20/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	TPC Group LLC		
Street Address:	5151 San Felipe		
Internal Address:	Suite 800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3996172	P	
CORRESPONDENCE DATA			
Fax Number:	2122305199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-318-6518		
Email:	terrenceboyle@paulhastings.com		
Correspondent Name:	Terrence G. Boyle c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	78649.00006 & 00007		
NAME OF SUBMITTER:	Terrence G. Boyle		
Signature:	/Terrence G. Boyle/		

CH \$40.00 3996172

Date:

01/16/2013

**Total Attachments: 12**

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## TRADEMARK AND PATENT RELEASE OF SECURITY INTEREST

THIS TRADEMARK AND PATENT RELEASE (the "Release") dated as of December 20, 2012 by DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (the "Collateral Agent") acting for the benefit of Secured Parties. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement referred to below.

A. Reference is made to that certain Indenture dated as of October 5, 2010 (the "Existing Indenture"), among TPC GROUP LLC (the "Grantor"), guarantors named therein, Wilmington Trust Company, as trustee and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the "Collateral Agent"), pursuant to which the Grantor issued its 8.25% Senior Secured Notes due 2017 (the "Existing Notes").

B. Reference is made to that certain Security Agreement dated as of October 5, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and the Collateral Agent, for its benefit and the benefit of the other Secured Parties.

C. Pursuant to the Security Agreement, the Grantor entered into (a) that certain Trademark Security Agreement dated as of October 5, 2010 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office at Reel 4296 and Frame 0523, pursuant to which the Grantor granted to the Collateral Agent, for its benefit and the benefit of the other Secured Parties, a security interest in (i) the trademarks, trade registrations and trademark applications set forth on Schedule I hereto (the "Trademarks"), (ii) the goodwill associated with such Trademarks and (iii) all proceeds of any and all of the foregoing (other than Excluded Property) and (b) that certain Patent Security Agreement dated as of October 5, 2010 (together with the Trademark Security Agreement, the "IP Security Agreements"), which was recorded with the United States Patent and Trademark Office at Reel 25137 and Frame 0398, pursuant to which the Grantor granted to the Collateral Agent, for its benefit and the benefit of the other Secured Parties, a security interest in (i) the patents set forth on Schedule II hereto (the "Patents" and, together with the Trademarks, the "Intellectual Property") and (ii) all proceeds of any and all of the foregoing (other than Excluded Property).

D. In connection with the redemption of all of the Existing Notes and the termination of the Existing Indenture, the Grantor has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Secured Parties in and to the Intellectual Property under the Security Agreement and the IP Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby absolutely, unconditionally and irrevocably releases all right, title and interest (including, without limitation, security interests) of the Collateral Agent and the other Secured Parties in and to the Intellectual Property.

The Collateral Agent hereby assigns, transfers and sets over to the Grantor all right, title and interest that the Collateral Agent and the other Secured Parties may have in or to

the Intellectual Property under the Security Agreement and the IP Security Agreements, including the Intellectual Property, all the goodwill associated with the Trademarks, and all proceeds of any and all of the foregoing (other than Excluded Property).

The Collateral Agent agrees to perform all further acts and execute and deliver, at the Grantor's expense and written request, all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property, the Collateral Agent will execute and deliver, at the Grantor's expense and written request, a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein. Any execution and delivery of documents or instruments, including this Release, shall be without recourse to or warranty by the Collateral Agent.

This Release shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon the Collateral Agent's representatives, successors, assigns and transferees.

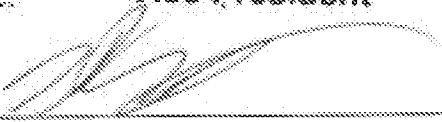
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IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Collateral Agent

By: Deutsche Bank National Trust Company

By:   
Name: **Irina Golovashchuk**  
Title: **Vice President**

By:   
Name: **Kelvin Vargas**  
Title: **Associate**

Schedule I

Released Trademarks

Trademark Design	Description	Serial No.	Trademark Reg. No.	Registration Date.	Owner
F	Dotted F	85042245	3,996,172	July 19, 2011	TPC Group LLC

Schedule II

Released Patents

Status	Date Filed	Reg. No.	Date Issued	Title	Assignee (Owner)
Issued	12/9/1999	6,851,675	9/17/2002	Low Lead Aviation Gasoline Blend	TPC Group LLC
Issued	2/29/2000	6,562,913	5/13/2003	Process for producing high vinylidene polyisobutylene	TPC Group LLC
Issued	9/20/2000	6,525,149	2/25/2003	Process for preparing polyolefin products	TPC Group LLC
Issued	3/19/2002	7,037,999	5/2/2006	Mid-range vinylidene content polyisobutylene polymer product and process for producing the same	TPC Group LLC
Issued	5/23/2002	6,730,739	5/4/2004	Cling film with enhanced polyisobutylene tackifier	TPC Group LLC
Issued	8/19/2004	6,992,152	1/31/2006	Apparatus and method for controlling olefin polymerization process	TPC Group LLC
Issued	2/4/2003	6,815,504	11/9/2004	Pressure sensitive adhesive formulation including enhanced polyisobutylene modifier	TPC Group LLC
Issued	12/31/2002	6,683,138	1/27/2004	Process for producing high vinylidene polyisobutylene	TPC Group LLC
Issued	4/8/2003	6,930,148	8/16/2005	Enhanced polyisobutylene modified hot melt adhesive formulation	TPC Group LLC
Issued	7/30/2002	6,884,858	4/26/2005	Process for preparing polyolefin products	TPC Group LLC
Issued	5/9/2003	6,858,188	2/22/2005	Apparatus for preparing polyolefin products and methodology for using the same	TPC Group LLC
Issued	1/15/2004	6,844,401	1/18/2005	Apparatus for preparing polyolefin products and methodology for using the same	TPC Group LLC
Issued	1/15/2004	6,844,400	1/18/2005	Apparatus for preparing polyolefin products and methodology for using the same	TPC Group LLC
Issued	1/15/2004	6,777,506	8/17/2004	Apparatus for preparing polyolefin products and methodology for using the same	TPC Group LLC
Issued	7/19/2004	6,982,300	1/3/2006	Method for preparing a pressure sensitive adhesive formulation including an enhanced polyisobutylene modifier	TPC Group LLC
Issued	10/19/2004	7,056,990	6/6/2006	Process for producing mid-range vinylidene content polyisobutylene polymer products	TPC Group LLC
Issued	7/22/2004	7,091,285	8/15/2006	Adducts of mid-range vinylidene content polyisobutylene polymer products and methods for making the same	TPC Group LLC
Issued	10/12/2004	7,645,847	1/12/2010	Process for preparing polyolefin products	TPC Group LLC

Status	Date Filed	Reg. No.	Date Issued	Title	Assignee (Owner)
Issued	11/17/2005	7,498,396	3/3/2009	Mid-range vinylidene content polyisobutylene polymer product produced by liquid phase polymerization process	TPC Group LLC
Issued	12/6/2006	7,329,635	2/12/2008	Crude oil composition including dispersant material for mitigating fouling of process equipment and method for mitigating crude oil fouling	TPC Group LLC
Issued	5/17/2009	2010/02985 07	11/23/2010	Diluent Manipulation	TPC Group LLC



## TRADEMARK AND PATENT RELEASE OF SECURITY INTEREST

THIS TRADEMARK AND PATENT RELEASE (the "Release") dated as of December 20, 2012 by DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (the "Collateral Agent") acting for the benefit of Secured Creditors. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement referred to below.

A. Reference is made to that certain Amended and Restated Revolving Credit Agreement dated as of April 29, 2010 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), among TPC GROUP LLC (the "Grantor"), the lenders from time to time party thereto, the other borrowers and financial institutions party thereto and DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent and collateral agent.

B. Reference is made to that certain Amended and Restated Security Agreement (Revolving Loan) dated as of October 17, 2008 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and the Collateral Agent, for its benefit and the benefit of the other Secured Creditors.

C. Pursuant to the Security Agreement, the Grantor entered into a Grant of Security Interest in United States Trademarks and Patents (Revolving Loan) (the "IP Security Agreement"), which was recorded with the United States Patent and Trademark Office on October 14, 2010 at Reel 4296 and Frame 0523 with respect to the Trademarks (as defined below), and at Reel 25137 and Frame 0398 with respect to the Patents (as defined below) pursuant to which the Grantor granted to the Collateral Agent, for its benefit and the benefit of the other Secured Creditors, a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trade registrations and trademark applications set forth on Schedule I hereto (the "Trademarks"), (ii) all of the Grantor's right, title and interest in and to the United States patents set forth on Schedule II attached hereto (the "Patents" and, together with the Trademarks, the "Intellectual Property"), including all Proceeds of the Intellectual Property, the goodwill of the business symbolized by the Trademarks and all causes of action arising prior to or after the date hereof for infringement of any of the Intellectual Property or unfair competition regarding the same.

D. In connection with the termination of the Existing Credit Agreement, the Grantor has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Secured Creditors in and to the Intellectual Property under the Security Agreement and the IP Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby absolutely, unconditionally and irrevocably releases all right, title and interest (including, without limitation, security interests) of the Collateral Agent and the other Secured Creditors in and to the Intellectual Property.

The Collateral Agent hereby assigns, transfers and sets over to the Grantor all right, title and interest that the Collateral Agent and the other Secured Creditors may have in or to the Intellectual Property under the Security Agreement and the IP Security Agreement, including all Proceeds of the Intellectual Property, the goodwill of the business symbolized by the Trademarks and all causes of action arising prior to or after the date hereof for infringement of any of the Intellectual Property or unfair competition regarding the same.

The Collateral Agent agrees to perform all further acts and execute and deliver, at the Grantor's expense, all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property, the Collateral Agent will execute and deliver, at the Grantor's expense, a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein. Any execution and delivery of documents or instruments, including this Release, shall be without recourse to or warranty by the Collateral Agent.

This Release shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon the Collateral Agent's representatives, successors, assigns and transferees.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Collateral Agent,

By   
Name: Stephen H. Lapidus  
Title: Director

By   
Name: Omayra Laucella  
Title: Director

Schedule I

Released Trademarks

Trademark Design	Description	Serial No.	Trademark Reg. No.	Registration Date.	Owner
P	Dotted P	85042245	3,996,172	July 19, 2011	TPC Group LLC

**Schedule II**

**Released Patents**

<b>Status</b>	<b>Date Filed</b>	<b>Reg. No.</b>	<b>Date Issued</b>	<b>Title</b>	<b>Assignee (Owner)</b>
Issued	12/9/1999	6,451,075	9/17/2002	Low Lead Aviation Gasoline Blend	TPC Group LLC
Issued	2/29/2000	6,562,913	5/13/2003	Process for producing high vinylidene polyisobutylene	TPC Group LLC
Issued	9/20/2000	6,525,149	2/25/2003	Process for preparing polyolefin products	TPC Group LLC
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Issued	5/17/2009	2010/02985 07	11/25/2010	Diluent Manipulation	TPC Group LLC