

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	APPOINTMENT OF SUCCESSOR ADMINISTRATIVE AGENT

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
UBS AG, STAMFORD BRANCH		03/04/2011	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
Name:	BANK OF AMERICA, N.A.
Street Address:	901 MAIN STREET
Internal Address:	11TH FLOOR
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 9</b>		
Property Type	Number	Word Mark
Registration Number:	1544129	TUFFLO
Registration Number:	1797191	DUOPRIME
Registration Number:	1779448	DUOPAC
Registration Number:	2154250	AQUAMARINE
Registration Number:	3358914	CRYSTEX
Registration Number:	3205624	IDEAL
Registration Number:	1471844	POLYMEG
Registration Number:	2958099	EXPLORE & EXPERIMENT
Registration Number:	3400194	ARCTIC SHIELD

<b>CORRESPONDENCE DATA</b>	
Fax Number:	7133094631
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	7133097550

CH \$240.00 1544129

Email: legal-ip@lyondellbasell.com  
Correspondent Name: LyondellBasell  
Address Line 1: 1221 McKinney Street  
Address Line 2: LyondellBasell - Legal Department  
Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:	UBS AG_BOA REFIN&LYONCO
NAME OF SUBMITTER:	Jason P. Sander
Signature:	/Jason P. Sander/
Date:	02/07/2014

**Total Attachments: 10**

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## **APPOINTMENT OF SUCCESSOR ADMINISTRATIVE AGENT**

This Successor Agent Agreement (this "Successor Agent Agreement") is entered into as of March 4, 2011 by and among BANK OF AMERICA, N.A., as successor Administrative Agent and Collateral Agent under the Credit Agreement referred to below (the "Successor Agent"), LYONDELL CHEMICAL COMPANY, a Delaware corporation (the "Borrower"), and UBS AG, STAMFORD BRANCH, as resigning administrative agent and collateral agent under the Credit Agreement referred to below (the "Resigning Agent"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

### **RECITALS**

1. LYONDELLBASELL INDUSTRIES N.V., a *naamloze vennootschap* (a public limited liability company formed under the laws of The Netherlands), the Borrower, the Lenders from time to time party thereto, the Resigning Agent and the other agents and arrangers parties thereto are parties to that certain Credit Agreement dated as of April 8, 2010 (as amended, restated, modified or otherwise changed prior to the date hereof, the "Credit Agreement").

2. On March 4, 2011, the Resigning Agent gave the Lenders and the Borrower notice of its resignation as Administrative Agent and Collateral Agent pursuant to Section 9.06 of the Credit Agreement.

3. The parties hereto wish to document certain agreements in order to facilitate the transfer of the roles of Administrative Agent and Collateral Agent from the Resigning Agent to the Successor Agent.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Appointment of Successor Administrative Agent and Collateral Agent. Effective as of March 4, 2011 at 4:00 p.m., New York City time (such date and time, the "Succession Effective Date"), the Resigning Agent shall cease to be the Administrative Agent and the Collateral Agent under and with respect to the Loan Documents and the Successor Agent, upon the execution of this Successor Agent Agreement by the Successor Agent, the Resigning Agent, the Borrower and the Required Lenders, and subject to the receipt of the fees described in Section 6(b)(ii) below, shall succeed to the roles of Administrative Agent and Collateral Agent. The parties hereto hereby waive the requirement under Section 9.06 of the Credit Agreement that the Resigning Agent provide thirty (30) days prior written notice of its resignation.

2. Resigning Agent Continuing Benefit. Notwithstanding the resignation of the Resigning Agent as Administrative Agent and Collateral Agent, the Borrower agrees that the provisions of Article IX, Section 10.04 and Section 10.05 of the Credit Agreement, together with any provision of any Loan Document that by its terms shall accrue to the benefit of any retiring or resigning Agent, shall continue to inure to the benefit of the Resigning Agent on and following the Succession Effective Date with respect to actions of the Resigning Agent taken (1) on or

prior to the Succession Effective Date and (2) subsequent to the Succession Effective Date pursuant to the requirements of this Successor Agent Agreement.

3. Appointment of Successor Agent; Acceptance. The Lenders signing below acknowledge receipt of the notice of resignation from the Resigning Agent, and, as Required Lenders, waive the notice period specified in Section 9.06 of the Credit Agreement and hereby appoint Bank of America, N.A. as successor Administrative Agent and Collateral Agent under the Credit Agreement as of the Succession Effective Date. The Borrower consents to such appointment. The Successor Agent hereby accepts its appointment as successor Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents, and from and after such date the Successor Agent shall be vested with all the rights, powers, discretion, privileges, obligations and duties of the Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Loan Documents all of which the Successor Agent hereby assumes from and after the Succession Effective Date.

4. No Representations. This Successor Agent Agreement is hereby made without representation or warranty of any kind, nature or description on the part of any party hereto (except in the case of the Borrower as set forth in Section 8 below); provided that the foregoing shall not affect any of the covenants or agreements contained in the other paragraphs hereof. Without limiting the generality of the foregoing, the Successor Agent acknowledges that the Resigning Agent has not made any representation or warranty as to the financial condition of the Borrower and the Guarantors or the value, collectibility or realizability of any Collateral or any Obligations or as to the legality, validity, enforceability, perfection or priority of any Obligations or Collateral. The Successor Agent acknowledges that it has made, to the extent determined by it to be necessary or prudent, its own independent investigation and determination of the foregoing matters and all other matters pertaining to its appointment as Administrative Agent and Collateral Agent hereunder.

5. Covenants of the Resigning Agent. The Resigning Agent covenants and agrees that it will, at the Borrower's sole expense, use its commercially reasonable efforts to execute and deliver all documents and instruments reasonably necessary to evidence the transfer of roles of Administrative Agent and Collateral Agent to the Successor Agent as contemplated hereby, including but not limited to the following (but solely to the extent such documents or instruments are in the Resigning Agent's possession):

(a) to the extent the Successor Agent reasonably deems it is necessary to have such an executed original in its possession, deliver, or cause to be delivered, executed originals of the Credit Agreement and the other Loan Documents (but solely to the extent such documents or instruments are in the Resigning Agent's possession),

(b) deliver, or cause to be delivered, promptly to the Successor Agent all Collateral in the possession of the Resigning Agent, if any,

(c) deliver, or cause to be delivered, promptly to the Successor Agent copies of all UCC financing statements, mortgages, filings with the United States Patent and Trademark Office in the United States Copyright Office and other filings, registrations, recordings, consents

and notices creating or perfecting the Liens on the Collateral (but solely to the extent such documents or instruments are in the Resigning Agent's possession),

(d) promptly make, or will cause to be made or authorize the Successor Agent to make, all reasonably requested filings, including, without limitation, the filing of financing statement amendments, and take all other actions reasonably requested that are reasonably necessary or desirable to maintain the validity, perfection and priority of the Liens on the Collateral in favor of the Successor Agent for the benefit of the Secured Parties,

(e) provide copies of all insurance documentation it has relating to the Collateral to the Successor Agent (and the Borrower will deliver, or will cause to be delivered, to the Successor Agent insurance certificates naming the Successor Agent as loss payee or additional insured, as appropriate, in respect of all insurance policies required to be maintained by the Loan Documents),

(f) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Loan Documents to the Successor Agent, including, without limitation, the execution, delivery and filing of any financing statements, assignments, conveyances or any other documents reasonably necessary or desirable to transfer such rights and privileges of the Resigning Agent to the Successor Agent, and

(g) take all actions reasonably requested by the Successor Agent or its representatives to facilitate the transfer of information to the Successor Agent in connection with the Loan Documents.

Notwithstanding anything to the contrary contained in this Successor Agent Agreement, the Resigning Agent will have no obligation to deliver any commitment, fee or engagement letter between the Resigning Agent (or any of the Resigning Agent's affiliates) and any of the Loan Parties, or any other document or instrument (other than the Register or any Loan Document (other than the Fee Letter)) that is covered by a confidentiality arrangement that by the terms of which do not allow it to be disclosed to the Successor Agent.

Notwithstanding anything to the contrary contained in this Successor Agent Agreement, until such time as all Collateral held by the Resigning Agent has been assigned or otherwise transferred to the Successor Agent, the Resigning Agent shall continue to hold any Collateral that remains in its possession as a sub-Collateral Agent in accordance with the terms of the Loan Documents. The Successor Agent hereby appoints the Resigning Agent to act as a sub-Collateral Agent with respect to any such Collateral until such Collateral has been assigned or otherwise transferred to the Successor Agent. The Resigning Agent shall be entitled to all the benefits, indemnities and exculpations afforded a Collateral Agent under the Loan Documents with respect to all actions taken or omitted to be taken in its capacity as a sub-Collateral Agent. From and after the Succession Effective Date, the Resigning Agent authorizes the Successor Agent to file any amendment, continuation, termination or other modification of any UCC financing statement relating to the Liens on the Collateral.

Notwithstanding anything to the contrary set forth herein or in any Loan Document, the only responsibility of the Resigning Agent under the Loan Documents shall be maintaining the perfection and priority of the Liens in the Collateral only, and shall be limited as follows: (i) to be named as the secured party under the Loan Documents and UCC filings, (ii) to furnish upon written request of the Successor Agent any documentation maintained by the Resigning Agent in such capacity and (iii) to exercise any rights and remedies as secured party in accordance with the Loan Documents in accordance with written directions from the Successor Agent (to the extent such directions are in accordance with the Loan Documents). In furtherance of the foregoing, it is understood and agreed that the Resigning Agent shall not be required to take any action or exercise any right, power or privilege (including, without limitation, the exercise of any rights or remedies under the Loan Documents) under the Loan Documents unless expressly requested in writing by the Successor Agent and then only to the extent otherwise required herein and in accordance with the Loan Documents. In connection with any act or omission taken pursuant to this Section 5: (i) the Resigning Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by someone whom it reasonably believes to be the proper person, (ii) the Resigning Agent may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon and (iii) the Resigning Agent may consult with legal counsel (who may be counsel for the Borrower or the Successor Agent), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. It is further agreed that none of the Resigning Agent or any of its Affiliates shall be required to make any representation or warranty in any of the documents it delivers or executes pursuant to this Section 5.

The Borrower hereby consents to all actions taken by the Resigning Agent and the Successor Agent pursuant to this Section 5.

6. Interest and Fees.

(a) The Resigning Agent, in its capacity as Administrative Agent, shall disburse to the Lenders their respective shares of all interest and fees received from any Loan Party in respect of the Obligations prior to the Succession Effective Date in accordance with the Credit Agreement. On and after the Succession Effective Date, the Successor Agent shall disburse such interest and fees so received from any Loan Party to the Lenders in accordance with the Credit Agreement. In the event that after the Succession Effective Date the Resigning Agent receives any amounts paid by or on behalf of any Loan Party in respect of Obligations under the Loan Documents that were intended to be received by the Administrative Agent or the Collateral Agent, the Resigning Agent shall receive such amounts in trust for the benefit of the Successor Agent and the Lenders and shall promptly remit all such amounts to the Successor Agent.

(b) The Borrower shall pay (i) on the Succession Effective Date, to the Resigning Agent its accrued and unpaid fees, costs and expenses (including without limitation legal expenses) pertaining to its roles as Administrative Agent and Collateral Agent pursuant to the terms of Section 10.04 of the Credit Agreement and the Fee Letter to the extent invoiced and supported in reasonable detail and (ii) on the date of this Successor Agent Agreement, to the

Successor Agent the fees and expenses agreed between the Borrower and the Successor Agent to be paid as of such date.

(c) Each of the parties hereto hereby agrees that neither the Resigning Agent nor any of its Affiliates shall be under any obligation to share, rebate, disgorge or refund any fees or expense reimbursement it has received or is entitled to receive under the Loan Documents (or this Successor Agent Agreement) or any other agreement; provided, that for the avoidance of doubt, the foregoing should not apply to any fees or expense reimbursement that are paid to the Resigning Agent more than once in error if such fees or expense reimbursement are not otherwise required to be paid more than once.

7. Notices.

All notices that are to be sent to the Administrative Agent or Collateral Agent pursuant to Section 10.02 of the Credit Agreement shall, except as otherwise set forth herein, be as follows:

BANK OF AMERICA, N.A.  
901 Main Street, 11<sup>th</sup> Floor  
Mailcode TX1-492-11-23  
Dallas, TX 75202  
Attn: Mark Porter  
Telephone: (214) 209-1460  
Email: mporter2@baml.com

provided, however, that all notices required to be sent to the Resigning Agent pursuant to its role as set forth in this Successor Agent Agreement or in its capacity as a resigning or retiring agent shall be sent to be addresses set forth on Schedule 10.02 of the Credit Agreement as in effect on the Restatement Effective Date.

8. Borrower. The Borrower hereby represents and warrants that it is duly authorized to execute and perform its obligations under this Successor Agent Agreement and that such execution is not prohibited by law. The Borrower acknowledges that it has consented to the appointment of the Successor Agent as required under Section 9.06 of the Credit Agreement.

9. Counterparts. This Successor Agent Agreement may be signed in counterparts, all of which together shall constitute one and the same instrument. The parties hereto may provide signatures to this Successor Agent Agreement by facsimile or Adobe pdf file and such facsimile or Adobe pdf file signatures shall be deemed to be the same as original signatures.

10. Section Titles. The section titles contained in this Successor Agent Agreement are and shall be without substance, meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

11. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single

or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

12. Submission to Jurisdiction. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Successor Agent Agreement or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the federal and New York State courts located in The City and County of New York (and appellate courts thereof);

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) consents to service of process in the manner provided for notices in Section 10.02 of the Credit Agreement as in effect on the date hereof or at such other address of which the parties hereto shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law; and

(e) (i) waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Successor Agent Agreement, (ii) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (iii) acknowledges that it and the other parties hereto have been induced to enter into this Successor Agent Agreement by, among other things, the mutual waivers and certifications in this Section.


13. Governing Law. This Successor Agent Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the State of New York.

*(Signature Page Follows)*





IN WITNESS WHEREOF, the parties hereto have, executed this Successor Agent Agreement as of the date first above written.

BANK OF AMERICA, N.A.


By:   
Name: Hance VanBeber  
Title: Senior Vice President

UBS AG, STAMFORD BRANCH

By:   
Name: Mary E. Evans  
Title: Associate Director

By:   
Name: Irja R. Otsa  
Title: Associate Director

LYONDELL CHEMICAL COMPANY

By:   
\_\_\_\_\_  
Francesco Svelto  
Vice President and Treasurer

*ELL*

ACKNOWLEDGED AND CONSENTED TO:

BANK OF AMERICA, N.A., as Lender

By: 

Name: Hance VanBeber

Title: Senior Vice President

[Successor Admin Agent Agreement Signature Page]