

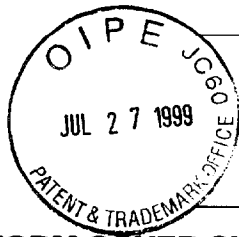
MRD 7-27-99

FORM PT
Expires 06/30/99
OMB 0651-0027

07-29-1999



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/28/1999 DNGUYEN 00000294 1568816

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
 02 FC:482 25.00 OP
 03 FC:998 15.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001936 FRAME: 0097

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="1568816"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1574110"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Blake Rasmussen
Name of Person Signing


Signature

July 21, 1999
Date Signed

RELEASE

WHEREAS, Sterling Chemicals, Inc., a Delaware corporation (the "Company"), entered into that certain Credit Agreement dated July 21, 1996 with the lenders party thereto (the "Lenders"), Chase Bank of Texas National Association (formerly known as Texas Commerce Bank National Association), as the Administrative Agent (in such capacity, the "Administrative Agent"), and Credit Suisse, as the Documentation Agent, as amended by that certain Amended and Restated Credit Agreement dated July 10, 1997 among such parties (said Credit Agreement, as amended and restated by said Amended and Restated Credit Agreement being, the "Credit Agreement");

WHEREAS, the obligations of the Company to the Administrative Agent and the Lenders were secured, in part, by the liens and security interests granted by the Company to the Administrative Agent in its capacity as the Secured Party (in such capacity, the "Secured Party") under the terms of that certain Security Agreement dated July 21, 1996 between the Company and the Secured Party, as said Security Agreement was (a) amended by that certain First Amendment and Supplement to Security Agreement dated August 21, 1996 between the Company and the Secured Party, (b) further amended by that certain Second Amendment and Supplement to Security Agreement (Pledge) dated January 31, 1997 and (c) further amended by that certain Third Amendment and supplement to security Agreement (Pledge) dated July 10, 1997 among such parties (said Security Agreement, as amended by said First Amendment and Supplement to Security Agreement, by said Second Amendment and Supplement to Security Agreement (Pledge) and by said Third Amendment and Supplement to Security Agreement (Pledge) being, the "Security Agreement");

WHEREAS, the Collateral (as such term is defined in the Security Agreement) included, among other items, certain trademarks and service marks of the Company as described therein (the "Trademarks") and to perfect the security interest of the Secured Party in and to the Trademarks, the Security Agreement was recorded in the U.S. Department of Commerce Patent and Trademark Office; and


WHEREAS, the obligations of the Company to the Secured Party have been satisfied and the Secured Party has agreed to release the liens and security interests granted to it under the Security Agreement.

NOW THEREFORE, for and in consideration of the premise and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party does hereby RELEASE and DISCHARGE, the Collateral, including without limitation the liens and security interests covering the Trademarks, from all liens, security interests, mortgages and assignments created by and or existing under the Security Agreement and from all other liens (express or implied), security interests, mortgages and assignments of whatsoever nature held by the Administrative Agent against the Collateral as security for payment of the Obligations (as such term is defined in the Security Agreement).

EXECUTED to be effective the _____ day of July, 1999.

Administrative Agent:

CHASE BANK OF TEXAS, NATION
ASSOCIATION, formerly known as Texas
Commerce Bank National Association

By: 

D. G. Mills
Senior Vice President