

11-05-1999

Form PTO-159-

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U.S. Department of Commerce
Patent and Trademark Office

(Rev 6-93)

MID 11/3/99

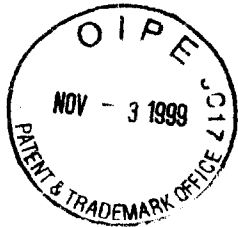
101193124

To the Honorable Commissioner of Patents and

ments or copy thereof.

1. Name of conveying party(ies):

Sterling Chemicals, Inc.
Sterling Canada, Inc.
Sterling Pulp Chemicals US, Inc.
Sterling Pulp Chemicals, Inc.
Sterling Fibers, Inc.
Sterling Chemicals Energy, Inc.
Sterling Chemicals International, Inc.



- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: _____

Execution Date: July 23, 1999

2. Name and address of receiving party(ies):

Name: The CIT Group/Business Credit, Inc.

Internal Address: 22nd Floor

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 28

7. Total fee (37 CFR 3.41): \$715.00

Enclosed (Check No. 18054)

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

November 3, 1999
Date

Total number of pages comprising cover sheet and document attachments: 18

11/04/1999 MTHAI1 00000237 1568819

01 FC:481
02 FC:482

40.00 DP
675.00 DP

TRADEMARK
REEL: 001985 FRAME: 0158

SCHEDULE I
to Security Agreement

REGISTERED TRADEMARKS

OWNER	COUNTRY	REG. NO.	MARK	GOODS/SERVICE CLASS	REG. DATE
Sterling Chemicals, Inc.	United States	1,568,819	Sterling Chemicals and S Logo	Manufacturing of Petrochemicals for others - C1.37	11/28/89
Sterling Chemicals, Inc.	United States	1,574,110	Sterling Chemicals and S Logo	Lactic Acid - C1.1	1/2/90
Sterlings Chemicals, Inc.	United States	1,950,565	Sterling Pulp Chemicals	Chemicals, namely Sodium Chlorate - C1.1	1/23/96
Sterling Chemicals, Inc.	United States	1,950,507	Sterling Pulp Chemicals and S Logo	Chemical Reactors - C1.1	1/23/96
Sterling Chemicals, Inc.	United States	1,948,662	Sterling Pulp Chemicals and S Logo	Engineering Consulting Services - C1.42	1/16/96
Sterling Chemicals, Inc.	United States	2,110,534	Sterling	Manufacturing of Petrochemicals to the order of others - C1.40	11/4/97
Sterling Chemicals, Inc.	United States	2,189,412	SM: S Logo	Manufacturing of Petrochemicals to the order of others	9/15/98



Item

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REGISTERED TRADEMARKS

OWNER	COUNTRY	REG. NO.	MARK	GOODS/SERVICE CLASS	REG. DATE
Sterling Chemicals International, Inc.	United States	1,206,242	American Fleecewear & design	Wearing apparel namely jogging suits and warm-up suits	8/24/92
Sterling Chemicals International, Inc.	United States	1,251,725	American Sockwear & design	Class 25 - wearing apparel, namely, socks	9/20/83
Sterling Chemicals International, Inc.	United States	1,291,165	American Sockwear	Class 25 - wearing apparel, namely, socks	8/21/84
Sterling Chemicals International, Inc.	United States	1,569,807	CFF	Class 22 - fibrillated fiber for industrial use	12/5/89
Sterling Chemicals International, Inc.	United States	1,763,708	MICROSUPREME	Class 22 - Acrylic Microfibers	4/6/93
Sterling Chemicals International, Inc.	United States	1,742,313	CRESTLOFT	Class 23 - Yarn of acrylic fiber	12/22/92
Sterling Chemicals International, Inc.	United States	559,401	CRESLAN	Class 1 - Synthetic fiber in the form of filament fiber, staple fiber, and tow	5/27/92
Sterling Chemicals International, Inc.	United States	566,621	CRESLAN	Class 42 - Fabrics of synthetic fibers	11/11/92

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REGISTERED TRADEMARKS

OWNER	COUNTRY	REG. NO.	MARK	GOODS/SERVICE CLASS	REG. DATE
Sterling Chemicals International, Inc.	United States	558,354	CRESLAN	Class 43 - Thread and yarn containing synthetic fiber	4/29/92
Sterling Chemicals International, Inc.	United States	2,257,889	TM: S Logo	Acrylic Fibers - C1.22	6/29/99

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Item B

TRADEMARK LICENSES

None

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 23, 1999, is made among STERLING CHEMICALS, INC., a Delaware corporation, STERLING CANADA, INC., a Delaware corporation, STERLING PULP CHEMICALS US, INC., a Delaware corporation, STERLING PULP CHEMICALS, INC., a Georgia corporation, STERLING FIBERS, INC., a Delaware corporation, STERLING CHEMICALS ENERGY, INC., a Delaware corporation, and STERLING CHEMICALS INTERNATIONAL, INC., a Delaware corporation (the "Grantors"), and THE CIT GROUP/BUSINESS CREDIT, INC., as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Fixed Assets Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Revolving Credit Agreement, dated as of July 23, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Sterling Chemicals, Inc., a Delaware corporation (the "Company"), Sterling Canada, Inc., a Delaware corporation, Sterling Pulp Chemicals US, Inc., a Delaware corporation, Sterling Pulp Chemicals, Inc., a Georgia corporation, Sterling Fibers, Inc., a Delaware corporation, Sterling Chemicals Energy, Inc., a Delaware corporation, and Sterling Chemicals International, Inc., a Delaware corporation (collectively, the "Borrowers"), the various financial institutions as are, or may from time to time become, parties thereto (the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent, Credit Suisse First Boston, as the Documentation Agent, and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Fixed Assets Security Agreement, dated as of July 23, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Fixed Assets Obligations;

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Fixed Assets Lenders to make Fixed Assets Loans (including the initial Fixed Assets Loans) to the Borrowers pursuant to the Credit Agreement, and (ii) the Fixed Assets Secured Parties to enter into Rate Protection Agreements, each Grantor agrees, for the benefit of each Fixed Assets Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Fixed Assets Obligations, each Grantor does hereby, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Fixed Assets Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the United States or hereafter adopted or acquired in the United States, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses in the United States, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license referred to in clauses (a) through (c) above, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any such Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Fixed Assets Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Fixed Assets Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Fixed Assets Termination Date, the Administrative Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement. This Agreement shall become effective and binding as of the date first above written when a counterpart hereof executed on behalf of each Grantor shall have been received by the Administrative Agent.

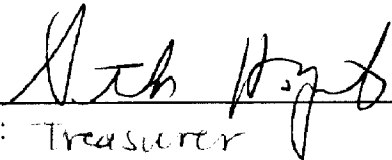
SECTION 8. Agreement Subject to Revolver Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed by the parties hereto that this Agreement shall be subject to the terms of the Revolver Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

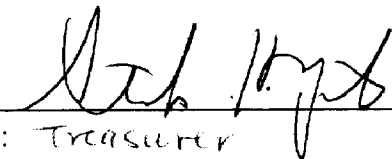
STERLING CHEMICALS, INC.

By 
Title: Chairman of the Board

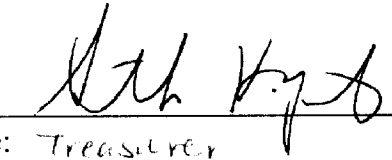
STERLING CANADA, INC.

By 
Title: Treasurer

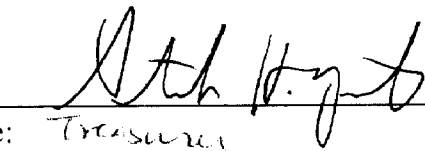
STERLING PULP CHEMICALS US, INC.

By 
Title: Treasurer

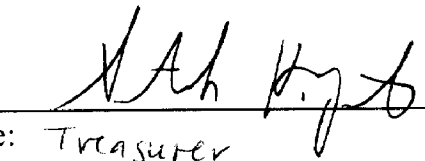
STERLING PULP CHEMICALS, INC.

By 
Title: Treasurer

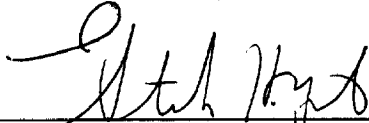
STERLING FIBERS, INC.

By 
Title: Treasurer

STERLING CHEMICALS ENERGY, INC.

By 
Title: Treasurer

STERLING CHEMICALS
INTERNATIONAL, INC.

By 
Title: Treasurer

THE CIT GROUP/BUSINESS CREDIT,
INC. as Administrative Agent, on behalf of
the Fixed Assets Secured Parties

By 
Title: VP

REGISTERED TRADEMARKS

OWNER	COUNTRY	REG. NO.	MARK	GOODS/SERVICE CLASS	REG. DATE
Sterling Chemicals, Inc.	United States	1,568,819	Sterling Chemicals and S Logo	Manufacturing of Petrochemicals for others - C1.37	11/28/89
Sterling Chemicals, Inc.	United States	1,574,110	Sterling Chemicals and S Logo	Lactic Acid - C1.1	1/2/90
Sterlings Chemicals, Inc.	United States	1,950,565	Sterling Pulp Chemicals	Chemicals, namely Sodium Chlorate - C1.1	1/23/96
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Sterling Chemicals International, Inc.	United States	1,763,708	MICROSUPREME	Class 22 - Acrylic Microfibers	4/6/93
Sterling Chemicals International, Inc.	United States	1,742,313	CRESTLOFT	Class 23 - Yarn of acrylic fiber	12/22/92
Sterling Chemicals International, Inc.	United States	559,401	CRESLAN	Class 1 - Synthetic fiber in the form of filament fiber, staple fiber, and tow	5/27/92
Sterling Chemicals International, Inc.	United States	566,621	CRESLAN	Class 42 - Fabrics of synthetic fibers	11/11/92

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Sterling Chemicals International, Inc.	United States	2,257,889	TM: S Logo	Acrylic Fibers - C1.22	6/29/99

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PENDING TRADEMARK APPLICATIONS

COUNTRY	APPL. NO.	MARK	GOODS/SERVICE CLASS	APPLICATION DATE
United States	75/345,450	TM: Sterling Performance Fibers	Acrylic Fibers - C1.1	8/22/97
United States	75/345,454	TM: Sterling Fibers & S. Logo	Acrylic Fibers - C1.1	8/22/97
United States	75/345,452	MICROSUPREME	Class 24 - Fabric of Synthetic Fiber Class 23 - Yarn of Acrylic	8/22/97
United States	75/345,451	MICROSUPREME	Fibers	8/22/97
United States	75/416,148	WEATHERBLOC	Class 22 - Acrylic Fibers	1/12/98
United States	75/416,147	WEATHERBLOC	Class 24 - Fabric Class 23 - Yarn of Acrylic	1/12/98
United States	75/416,146	WEATHERBLOC	Fibers	1/12/98
United States	75/416,145	BIOFRESH	Class 22 - Acrylic Fibers	1/12/98
United States	75/416,144	BIOFRESH	Class 24 - Fabric	1/12/98
United States	75/416,143	BIOFRESH	Class 23 - Yarn	1/12/98
United States	75/416,139	CRESLOFT	Class 22 - Acrylic Fiber	1/12/98

TRADEMARK APPLICATIONS IN PREPARATION

None

Item B

TRADEMARK LICENSES

None

PENDING TRADEMARK APPLICATIONS

COUNTRY	APPL. NO.	MARK	GOODS/SERVICE CLASS	APPLICATION DATE
United States	75/345,450	TM: Sterling Performance Fibers	Acrylic Fibers - C1.1	8/22/97
United States	75/345,454	TM: Sterling Fibers & S. Logo	Acrylic Fibers - C1.1	8/22/97
United States	75/345,452	MICROSUPREME	Class 24 - Fabric of Synthetic Fiber	8/22/97
United States	75/345,451	MICROSUPREME	Class 23 - Yarn of Acrylic Fibers	8/22/97
United States	75/416-148	WEATHERBLOC	Class 22 - Acrylic Fibers	1/12/98
United States	75/416,147	WEATHERBLOC	Class 24 - Fabric	1/12/98
United States	75/416,146	WEATHERBLOC	Class 23 - Yarn of Acrylic Fibers	1/12/98
United States	75/416,145	BIOFRESH	Class 22 - Acrylic Fibers	1/12/98
United States	75/416,144	BIOFRESH	Class 24 - Fabric	1/12/98
United States	75/416,143	BIOFRESH	Class 23 - Yarn	1/12/98
United States	75/416,139	CRESLOFT	Class 22 - Acrylic Fiber	1/12/98

TRADEMARK APPLICATIONS IN PREPARATION

None