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U.S. Department of Commerce
Patent and Trademark Office
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OPR/FINANCE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

MRD 12-16-99

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
11021999

Name Ineos Acrylics UK Limited

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization United Kingdom

Receiving Party

Mark if additional names of receiving parties attached

Name Deutsche Bank AG London Branch

DBA/AKA/TA

Composed of

Address (line 1) 1 Great Winchester Street

Address (line 2)

Address (line 3) London England EC2N 2DB
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other London Branch of a German Limited Liability Corporation

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.)

Citizenship/State of Incorporation/Organization Germany

01/03/2000 DNGUYEN 00000008 75733614

FOR OFFICE USE ONLY

01 FC:401
02 FC:402

40.00 DP
800.00 DP

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: 002006 FRAME: 0007

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="75733614"/>	<input type="text" value="75679005"/>	<input type="text"/>	<input type="text" value="1126689"/>	<input type="text" value="1126175"/>	<input type="text" value="1046365"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1569696"/>	<input type="text" value="1581510"/>	<input type="text" value="1246123"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1960693"/>	<input type="text" value="1470572"/>	<input type="text" value="1773948"/>

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.)

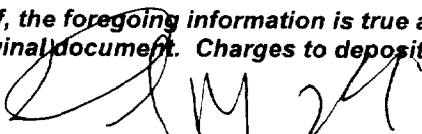
Deposit Account Number: #

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.

David M. Klein



12/13/99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional 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

Enter Additional 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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Registration Number(s)

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572276	814760	1197916
1046364	1991233	687973
825583	954490	1047685
350093	611278	1936713
555324	1824403	1473022
977109	1280655	1608254

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Registration Number(s)

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"), dated November 2, 1999, is made by Ineos Acrylics UK Limited (the "*Grantors*") in favor of Deutsche Bank AG London Branch, as security agent (together with any successor security agent appointed pursuant to Clause 20 of the Credit Agreement, the "*Security Agent*") for the Senior Finance Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ineos Acrylics UK Limited, a UK corporation, has entered into a Facilities Agreement dated as of October 3, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Deutsche Bank AG London Branch, as Facility Agent and as Security Agent, the Banks and the Issuing Banks party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Banks and the Issuing Banks under the Credit Agreement and the entry into Secured Hedging Agreements by the Hedging Banks from time to time, the Grantor has executed and delivered that certain Composite Debenture issued by the Grantors in favor of the Security Agent dated November 2, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Composite Debenture*").

WHEREAS, under the terms of the Composite Debenture, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor's to the Security Agent for the ratable benefit of the Senior Finance Parties, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the ratable benefit of the Senior Finance Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) The United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the

Composite Debenture and this IP Security Agreement ("*IP Security Agreement Supplements*"), executed and delivered by the Grantor to the Security Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Security Agent from time to time), (the "*Trademarks*");

(iii) The copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Security Agent from time to time) (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Composite Debenture. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Composite Debenture, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INEOS ACRYLICS LIMITED

By  _____

Name: DUNCAN ALARED

Title: ATTORNEY IN FACT

Address for Notices:

SCHEDULE B**Listing for the Acrylics Portfolio in UK as at 14th October, 1999**

Country	Trade Mark/ Proprietor	Int. Classes	App. No./ Date	Reg. No./ Date	Status (Expiry)
United States 08066-US	3E	11	168768 02 May 1978	1126689 13 November 1979	Registered (13 November 1999)
United States 08067-US	3ER	11	168647 01 May 1978	1126175 23 October 1979	Registered (23 October 1999)
United States 08056-US	ACRI-TUF	17	73/070882 04 December 1975	1046365 17 August 1976	Registered (17 August 2006)
United States 08582-US	ACRYLIC PICTURE PACK	17	671625 10 July 1987	1569696 05 December 1989	Registered (05 December 1999)
United States 08584-US	ADOBE	17	73/754507 27 September 1988	1581510 06 February 1990	Registered (06 February 2000)
United States 01619-US	ASTERITE	1	289713 15 December 1980	1246123 26 July 1983	Registered (26 July 2003)
United States 11195-US	AVRELLE	1, 11 & 17	74/420348 04 August 1993	1960693 05 March 1996	Registered (05 March 2006)
United States 06537-US	AVRON	11 & 17	579668 27 January 1986	1470572 29 December 1987	Registered (29 December 2007)
United States 06537-US-A	AVRON	1	764014 16 November 1988	1773948 01 June 1993	Registered (01 June 2003)
United States 08057-US	BARRIER	19	73/278491 19 September 1980	1197915 15 June 1982	Registered (15 June 2002)
United States 08058-US	CALYPSO	19	72/459397 04 June 1973	993600 24 September 1974	Registered (24 September 2004)
United States 08059-US	COUNTRYSIDE BRICK	19	278494 19 September 1980	1195725 18 May 1982	Registered (18 May 2002)
United States 01152-US	DIAKON	1	26 June 1951	572276 24 March 1953	Registered (24 March 2003)

Country	Trade Mark/ Proprietor	Int. Classes	App. No./ Date	Reg. No./ Date	Status (Expiry)
United States 11263-US	ELVACITE	1	228020 17 September 1965	814760 13 September 1986	Registered (13 September 2006)
United States 08060-US	ESTATE STONE	19	73/278492 19 September 1980	1197916 15 June 1982	Registered (15 June 2002)
United States 08061-US	FROST-GLAZE	17	73/070881 04 December 1975	1046364 17 August 1976	Registered (17 August 2006)
United States 11745-US	GEMSTONE	17	74/710354 03 August 1995	1991233 06 August 1996	Registered (06 August 2006)
United States 08053-US	K-12				Pending ()
United States 08051-US	K-LITE	11	72/067797 16 February 1959	687973 10 November 1959	Registered (10 November 1999)
United States 08050-US	K-LUX		72/224755 02 August 1965	825583 14 March 1967	Registered (14 March 2007)
United States 08054-US	LENSMATIC	11	72/403514 24 September 1971	954940 13 March 1973	Registered (13 March 2003)
United States 11264-US	LUCITE	17	77593 18 February 1976	1047685 07 September 1976	Registered (07 September 2006)
United States 11264-US-A	LUCITE	1	392416 07 May 1937	350093 14 September 1937	Registered (14 September 2007)
United States 11264-US-B	LUCITE	6	71/670548 26 July 1954	611278 30 August 1955	Registered (30 August 2005)
United States 11740-US	LUCITE-TUF	17	74/552175 21 July 1994	1936713 21 November 1995	Registered (21 November 2005)
United States 14186-US	MYST	17	75/733614 22 June 1999		Pending ()
United States 01108-US	PERSPEX	17		555324 26 February 1952	Registered (26 February 2002)
United States 01108-US-A	PERSPEX	17	74/326437 29 October 1992	1824403 01 March 1994	Registered (01 March 2004)
United States 11716-US	PRISMA-GRID	11	73/631039 18 November 1986	1473022 19 January 1988	Registered (19 January 2008)
United States 08055-US	SAFE-T-VUE	19	72/427975 22 June 1972	977109 22 January 1974	Registered (22 January 2004)
United States 08068-US	TRIUMPH	11	73/419207 28 March 1983	1280655 05 June 1984	Registered (05 June 2004)

Country	Trade Mark/ Proprietor	Int. Classes	App. No./ Date	Reg. No./ Date	Status (Expiry)
United States 14176-US	TUFCOAT	1	75/679005 12 April 1999		Pending ()
United States 08585-US	UTRAN	17	73/783400 27 February 1989	1608254 31 July 1990	Registered (31 July 2000)
United States 11714-US	UVALITE	17	73/783266 27 February 1989	1625976 04 December 1990	Registered (04 December 2000)